



Allotment Tenancy Terms and Conditions

In these conditions “the council” shall mean the Council of the London Borough of Bromley, “the allotment site” shall mean the allotment sites leased by the Council to the Company at the Turpington Lane and Holy Trinity Sites, “the allotment garden” shall mean the allotment garden let by the Company to the Tenant, and “the Company” shall mean the Bromley Common Allotment Garden Association managing the allotment sites as lessees of the Council.

The Terms and Conditions of this document are promulgated by Bromley Allotments and Leisure Gardens Limited in conjunction with the Council of the London Borough of Bromley on the basis of the Lease granted by the Council for the Allotment Site(s).

1. The tenant shall undertake as follows

- (a) To pay the rent reserved in the tenancy agreement, to such person as shall be appointed by the Company to collect rents, in advance and without deduction otherwise than allowed by statute on or before the 25th January in each year.
- (b) To use the allotment garden within the meaning of that expression as defined in section 22(1) of the Allotments Act, 1922 or any amendment thereto and for no other purpose.
- (c) To keep the allotment garden free from weeds, clean and well manured and otherwise maintain it in a good state of cultivation and fertility. Also to keep in safe condition and good appearance one half in width of any path adjoining the allotment garden, all such paths to be a minimum width of 0.5 metres (18 inches), and to display clearly and legibly the plot number as stated on the tenancy agreement.
- (d) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any local resident, not to obstruct or encroach on or over any path or roadway set out for the use of the occupiers of the allotment gardens, and to light bonfires only if permitted by the Company and subject to such requirements and restrictions as the Company may impose.
- (e) With the exception of fruit trees, not without the written consent of the Company to cut or prune any timber or other trees or to take sell or carry away any mineral gravel sand earth or clay, and not to burn or treat with weed killer or otherwise deface any pathway.
- (f) Not without the written consent of the Company to erect any building or structure on the allotment garden, provided that consent shall not be unreasonably be refused under this clause for the erection of a structure used for the storage of tools, or a greenhouse, of a style and maximum size, and in a location, as prescribed by the Company The tenant shall keep any building or structure on the allotment garden in good and safe repair.
- (g) Not to use barbed wire for a fence adjoining any path set out for the use of occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof.

- (h) Not to deposit or allow persons to deposit on the allotment garden any rubbish or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) and not to deposit matter of any sort on any other part of the allotment site (except matter removed from the allotment garden which may be placed in the area or container which may be provided by the Company for that purpose).
- (i) Dogs may be brought onto the allotment site, but must be kept on a lead at all times. The keeping of livestock (including chickens and bees) shall be subject to the consent of the Company and to such conditions as the Company may impose.
- (j) Not to erect any notice or advertisement on the allotment garden except the garden number as required by clause c), and not to plant or allow to grow on the allotment garden any tree the base of which exceeds 5cm in diameter (with the exception of fruit trees).
- (k) Not to assign sublet or otherwise part with possession of the allotment garden or any part thereof without the written consent of the Company.
- (l) That the Company shall have the right to refuse admittance to any person other than the Tenant or a member of his or her family to the allotment site unless accompanied by the tenant or a member of his or her family.
- (m) That in the case of a dispute between the tenant and any other occupier of an allotment garden or between the tenant and the Company the matter shall be referred first to the Company officer responsible for the day to day management of the allotment gardens involved and then to the Management Committee of the Company. If the dispute is not then settled it shall be referred to an arbitration committee, the composition and conduct of which shall be in accordance with the guidance and procedure on conduct, disputes and grievances agreed between Bromley Allotments and Leisure Gardens Limited and the Council. The arbitration committee will have regard to whether that guidance and procedure has been followed by the Company when dealing with the dispute prior to referring it to the arbitration committee.
- (n) To inform the Secretary of the Company's Management Committee without delay of any change of the tenant's postal or e-mail address.
- (o) To yield up to the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained. The Company may dispose of any building structure or other items left on the allotment garden after one month from the date of determination.
- (p) That any authorised officer or agent of the Company or Council shall be entitled at any reasonable time to enter and inspect the allotment garden.
- (q) That the tenant shall observe and perform any other special condition which the Company considers necessary to preserve the allotment garden from deterioration or to preserve the amenities of the allotment site and of which notice shall be given to the tenant in accordance with clause 9 of this agreement.
- (r) To lock the gates after entering and leaving the site and not to enter or attempt to enter the site other than by means of the gates.
- (s) Not to communicate direct with officers or Members of the Council or the Council's commissioned partners on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Company's Management Committee or to a Director of the Company.

- (t) To become a Membership of the Company as defined in the Company's Articles of Association and to remain a Member during his/her occupation of the allotment garden and to observe at all times the Rules of the Company.
2. The tenancy is subject to the exceptions reservations stipulations and conditions contained in the lease or tenancy under which the Company holds the land.
 3. The Company may at any time upon giving the tenant not less than twelve months' notice in writing before the 1st November in any year increase or decrease the rental of the allotment garden with effect from the said 1st November.
 4. The tenant shall be entitled to draw water from any mains outlets on the allotment site between 1st April and 30th September in each year (except if the water supply has to be disconnected for repairs) for cultivation of the allotment garden but for no other purpose. The use of hoses for any purpose, including the filling of auxiliary containers, shall be only as permitted by the Company. The Company reserves the right to charge the tenant, in addition to the annual rent, a sum equal to a proper proportion of the water rates paid by the Company in respect of the previous year.
 5. The tenant shall be entitled on determination of the tenancy to recover compensation only under and in accordance with the provisions of the Allotments Acts 1922 and 1950. The Company is to be indemnified against any other claim howsoever arising out of the tenant's use or occupation of the allotment garden and site.
 6. The Company shall be entitled on determination of the tenancy to recover compensation from the tenant in accordance with Section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment garden caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
 7. The tenancy shall determine immediately on the death of the tenant although a new tenancy may be granted to the tenant's next of kin at the Company's discretion.
 8. The tenancy may also be determined in any of the following manners:-
 - (1) By either party giving to the other twelve month's notice in writing to expire on or before the 6th April or on or after the 29th September in any year. Any such notice given by the tenant shall be served on the Secretary of the Company.
 - (2) By re-entry by the Company at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for any purpose permitted by the lease or the tenancy under which the Company holds the land
 - (3) By re-entry by the Company at any time after giving one months' previous notice in writing to the tenant
 - (i) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or
 - (ii) if it appears to the Company that there has been breach of these conditions and at least three months have elapsed since the commencement of the tenancy or
 - (iii) if the tenant shall cease for any reason to be a Member of Company.
 9. Any notice required to be given by the Company to the tenant may be signed on behalf of the Company by such person as shall be authorised to do so by the Company for the time being and may be served on the tenant either personally or by leaving it at his last known place of abode, by e-mail, or by ordinary post or by registered post or by letter sent by the recorded delivery (signed for) service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised herein.

Any notice or application for consent required to be given by the tenant to the Company shall be sufficiently given if signed by the tenant and sent by a prepaid post letter or handed to the Secretary of the Company.

Tenants Responsibilities

By accepting membership of this Company, Tenants undertake to be bound by and abide by the Rules of the Company together with any interim rules the Company may consider necessary to introduce in the interests of the good management, safety, general maintenance of the Sites and the care and well-being of it's Members and the integrity of the Bromley Common Allotment Garden Association.

1. Cultivation and Use of Allotment Plots

Cultivating an allotment plot is a significant time commitment.

(i) Cultivation of a plot may not commence until the completion of a Tenancy Agreement form and payment in full of the requested rent. The Tenancy Agreement Form is a legally binding document between the Tennant, the Company and the Council of the London Borough of Bromley. In normal circumstances, all Tenants are expected to have commenced cultivation of their designated plot within two weeks of having signed the Tenancy Agreement Form. Extenuating weather conditions will however be taken into consideration.

(ii) Progress on the cultivation of the plot as a percentage of the total plot area is expected as follows

- 25% of the plot cultivated within the first three months of the commencement of the tenancy.
- 50% of the plot cultivated within six months of the commencement of the tenancy.
- 80% of the plot cultivated within one year of the commencement of the tenancy.
- At least 80% of the plot being regularly cultivated thereafter.

(iii) All new Tenants will be subject to a 12-month probationary period.

(iv) "Cultivation" means digging, mulching, pruning, weeding and planting for the production of vegetables, fruit, herbs and flowers.

(v) Tenants must use plots for their own personal use and must not carry out any business on them or sell produce from them. The plot shall only be used for the production of vegetables and fruit crops and flowers for domestic consumption by him/herself and his/her family.

(vi) Tenants are expected to maintain a compost bin and compost or reuse all organic matter arising from the cultivation of their plot. Tenants should remove **all** non-compostable material, whether it is organic or inorganic, to the council run waste sites.

(vii) All fruit trees must be on dwarf rootstock. See also Sch.2 par. 1 (j)

(viii) Site paths must be kept mowed, trimmed and in good condition and clear of obstructions at all times. See also Sch. 2 par 1 (c)

(ix) Arranging for 3rd parties to cultivate the plot on their behalf without the Tenant being present is not permitted.

(x) Tenants practicing the “no dig” method of cultivation must still hoe and keep their plots weed free.

2. Subscriptions.

All Tenants shall pay their annual rent by 25th January. See also Schedule Four par.14(i).

3. Keys

All keys remain the property of the Company and should be returned to the Company upon the termination of a tenancy. Tenants may neither get any key copied themselves nor allow anyone else to arrange for a copy of any key to be made. See also Schedule Four par.19.

4. Sheds and other structures

(i) A written request for **all** structures must be submitted to the Company Secretary. See also Schedule Two par.1(f).

(ii) All structures, including compost bins must have the written approval from the Company Secretary prior to construction.

(iii) Retrospective permissions will not be considered.

(iv) The Company Secretary will obtain a precise description of the structure being applied for before presenting the application to the Management Committee for approval.

(v) The Tenant will be advised as to where the structure applied for may be sited.

(vi) A minimum distance of 20cm/8ins between any structure applied for and all adjacent communal paths must be maintained at all times.

(vii) All structures must be kept in a good and safe state of repair and condition.

(viii) The use of concrete pads or footings or mortared brickwork is prohibited.

(ix) The use of glass is not permitted

(x) Upon the termination of a tenancy, any inherited shed or other structure must be left in situ.

(xi) Upon the determination of a tenancy, any shed or other structure purchased by the Tenant will, if not removed within one month of determination, see Schedule Two par.1(o), be deemed to have been gifted to the Company. The Management Committee will not enter into the purchase and selling of sheds or other structures between individuals.

(xii) Absolute maximum structure sizes:

(a) Sheds 6 feet x 4 feet or an equivalent footprint of 24 sq.feet/2.3 sq.metres – see also Individual structure guidelines

(b) Greenhouses 6 feet x 4 feet – see also Individual structure guidelines

(c) Poly Tunnels 3 metres x 2 metres – see also Individual structure guidelines

(d) Tool Boxes On a case by case basis

(e) Fruit cages On a case by case basis

(f) Compost bins On a case by case basis

(xii) Individual structure guidelines

(a) Sheds

(i) Only one shed per plot is allowed

(ii) All new, replacement, refurbished or relocated sheds must incorporate a rainwater collection system.

(iii) Any inherited shed is deemed to be the property of the Company, if for any reason it needs replacing, then a written request must be submitted to the Secretary of the Company's Management Committee.

(b) Greenhouses

(i) Only one greenhouse per plot is allowed. The use of glass is not permitted.

(c) Poly Tunnels

(i) Only one poly tunnel per plot is allowed

5. Children

Any children brought onto the allotment site must be under the supervision of the Tenant who will be solely responsible for them for the duration of their visit.

6. Work Parties

It is incumbent upon every Tenant to contribute towards the upkeep and general tidiness of their particular site, Schedule Two par. 1(q) and Schedule One par.2. Work Parties are held throughout the year, the dates of which will be advised in January/February together with the current minimum number of hours the Company considers to be a fair and reasonable contribution towards site maintenance together with any other Company requirements. Non-participation in work parties or equivalent time spent on site maintenance may incur a surcharge that will be included in the following years rent or having their tenancy terminated. Schedule Four par.20(i).

7. Bonfires

(i) Tenants may only have a bonfire with the explicit permission of the Site Manager or Company Secretary, and only in a location as specified by the aforementioned. Any given permission will only relate to one bonfire. See also Schedule Two par.1(d) and Schedule Four par.23.

(ii) Other than material destined for the compost bin, Tenants are not permitted to bring anything onto the allotment site to dispose of. Schedule Two par.1(h).

8. Paths & Edges

Tenants are responsible for defining the edges of their individual plots and keeping them trimmed and tidy; ensuring that that no plants, bushes etc. overhang or encroach upon the site paths and no materials are left on the site paths or potentially dangerous items sited near the edges of plots.

9. Water

(i) Tenants should exercise great care to avoid weed killers, insecticides and other chemicals contaminating the water supply. Tenants should not wash vegetables or garden tools in the storage/dip tanks, use a hosepipe, pump or siphoning devices nor deposit or cause to be deposited any material in the storage tanks that may in any way contaminate them or interfere with the water supply.

(ii) Tenants are expected to use water sparingly and responsibly, and the washing of vehicles is prohibited.

10. Site Inspections

Notice to Improve Notifications will be sent to any Tenant whose plot has become weed infested or which is not being actively cultivated, see also Schedule One par.6 and Schedule Two, par. 1(c), giving 28 days for improvement. Any Tenant receiving a Notice to Improve Notification will have a follow-up check a month later to see that improvement has been made. If no improvement is observed, the Tenant will be asked to meet with a member of the Management Committee on site to agree a plan for how to get the plot under control. If the Tenant fails to meet with the Management Committee member or subsequent Notice to Improve Notifications need to be sent, then Schedule Four par 21(iii) will be invoked. Failure to improve the plot may lead to termination of the tenancy.

11. Dogs

Any dog brought onto the allotment site is the sole responsibility of the Tenant. The dog should be kept should be on a leash and under control at all times. The Tenant is responsible for ensuring that the dog does not foul the site and should any fouling occur it is cleared up in accordance with the regulations and bylaws which apply on the public thoroughfares etc. within the London Borough of Bromley.

12. Invasive Plants

(i) The planting of invasive plants such as Bamboo, all types of Willow, Conifers (including Christmas trees) is not permitted. Self-sown plants such as Oak, Sycamore or Buddleia must not be allowed to flourish. See also Schedule Two par. 1 (j).

(ii) Excluding those plants as described in par.12(i) above, all trees, other than fruit trees must be grown in pots.

(iii) Shrubs must not exceed a height of one metre.

13. Ponds and sunken containers

Not without the written consent of the Company may wildlife ponds be installed. The use of sunken receptacles is not permitted.

14. Security

(i) Tenants must lock/secure gates upon entering and lock them when leaving a Site. Unless completely unavoidable, Tenants are advised not to store items of value on the allotment, see 15. Insurance below. Tenants should report incidents of theft and vandalism or suspicious behaviour to their site manager and, if appropriate, the police, and notify the Secretary of the Company of the police crime/incident reference number.

(ii) Everyone authorised to enter the allotment sites have been issued with a gate key, and those without keys will have pre-arranged an appointment with a Management Committee member. No matter what the potential visitor may say, do not allow any unknown individuals access. If in doubt consult a Management Committee member or suggest that they contact the Company via the web site or the Council.

15. Insurance

The Insurance Policy held by the Company does not extend to Tenants personal possessions, issues that have taken place on individual plots or on the access paths between them.

16. Glass

The use of glass is not permitted.

17. Vehicles

(i) No vehicle should to be parked on either site so as to cause obstruction or nuisance to other plot holders, the exception being for the purpose of actually loading or unloading. Parking is only permitted in designated areas, and vehicles should not be driven off the areas so provided.

(ii) No vehicle, trailer, caravan or similar may be left on site overnight without the express permission of a member of the Management Committee.

(iii) Washing vehicles is prohibited.

18. Car Tyres

Bringing car tyres onto the allotment site is prohibited.

19. New Tenants

In addition to completing all the relevant paperwork, new Tenants will have to pay the requested annual subscription together with a clean plot deposit in full before being issued with a gate. See also Sch 4 par's

20. Conduct

(i) All Tenants have a duty of care to everyone else on site. It is the Tenants responsibility to keep their plot(s) free of weeds that would cause a nuisance to adjoining Tenants. Be courteous and considerate in both manner and deed. Any use of violence or threats of violence towards another Tenant or damage to another's property or crops or stealing from another Tenant will be grounds for immediate termination of tenancy. See also Schedule Four par.26.

(ii) Tenants should not cause damage to the infrastructure of the site, e.g. roadways, paths, gates etc. An unruly plot is not just a nuisance to you but also a menace to your neighbours. Be proactive; tell a Management Committee member if there is a problem keeping your plot in good order.

(iii) Tenants are responsible for the well being, safety and conduct for the duration of their presence on the site of any person(s) whom they may bring to the site and who are not Members of the Company.

21. Illness

Tenants should advise the Secretary of the Company if they envisage being unable to tend their plot(s) for any length of time. Time and again the Management Committee have to deal with complaints about plots with knee high weeds that have all gone to seed and contaminating surrounding plots. Difficult letters have to be sent asking Tenants to come and tidy their plots, only to discover that the reason they have not been down for months was because some terrible injury or illness has befallen them. If only they had advised the Management Committee of their predicament it may have been possible to provide some interim assistance.

22. Duty of Care

(i) It is the responsibility of every Tenant to inform a Management Committee member of any issues which may include such matters as fly tipping, dumping of vegetation, stones, wood or any other materials by any other Tenant.

(ii) If carpet has been used as a weed suppressant, it must be removed on termination of tenancy.

23. Matters Not Provided For

The Directors and Committee Members will deal with any matters not provided for in Schedule Three of the Terms and Conditions at their discretion. See also Schedule Four par.32

Company Rules

The Management of the Bromley Common Allotment Garden Association (hereinafter referred to as the Company) shall be conducted by Directors, Officers and Committee Members, hereinafter referred to as the Management Committee. All posts are Honorary.

Should a conflict occur, the Model Articles (M.A.), Amended Articles (A.A.) and Council Lease take precedence.

1. Company Membership

(i) It is a condition of Tenancy that all plot holders, hereinafter referred to as Tenant(s) together with Directors, Officers and Committee Members are Company Members.

(ii) There shall be three categories of Company membership

Tenant

Associate Member

Garden Member

2. Directors

The Company shall have three Directors, each of whom shall be ex-officio Committee Members.

3. Officers and Committee Members

(i) The Company Officer posts shall consist of Secretary, Treasurer and Trading Manager, all of which must be held by Directors, together with Site Manager(s) and Bio-Diversity Officer. The Company may create any other Officer posts that it considers necessary. All Officers shall be ex-officio Committee Members.

(ii) Directors must act in accordance with the Articles where applicable (i.e. when exercising power as Directors rather than as Officers).

(iii) The minimum number of Officers and Committee Members shall be three, excluding directors.

(iv) The maximum number of Officers and Committee Members shall be ten, excluding directors.

4. Election of the Management Committee

(a) Directors

(i) The appointment of Directors shall be in accordance with par. 17.1 of the M.A.

(ii) There shall be no limit to the duration an individual may serve as a Director, but must seek re-election every three years in accordance with par. 17.1 of the M.A.

(b) Officers

(i) There shall be no limit to the duration an individual may serve as an Officer. Each Officer shall retire at the A.G.M. but shall be eligible to seek re-election. Where there is no other nominee for the post and the sitting Officer seeks re-election he/she will automatically be re-elected.

(ii) Officers may only be appointed at an Annual or Extraordinary General Meeting.

(iii) Except that where a vacancy arises following an Annual General Meeting, the Committee may appoint one of their number in an Acting capacity to fill the vacancy until the date of the next Annual or Extraordinary General Meeting.

(iv) Interim officer(s) vacancies shall be filled by the Committee who shall have powers to co-opt Members to hold the vacant officer(s) post until the next Annual or Extraordinary General Meeting.

(c) Committee Members

(i) There shall be no limit to the duration an individual may serve as a Committee Member. Each Committee Member shall retire at the A.G.M. but shall be eligible to seek re-election.

(ii) Anyone wishing to seek election to the Committee should make his/her wishes known either to the Secretary of the Company prior to or at the Annual General Meeting.

5 Committee Meetings

(i) The Management Committee shall hold nine Committee Meetings each year between the months of February and November.

(ii) For the purposes of a Committee Meeting there must be a quorum of five of whom two must be Directors.

(iii) Decisions will be taken by a simple majority. See also par.10 of the A.A.

6 Duties and Responsibilities of the Management Committee

(i) The Management Committee may only use the Members personal data howsoever stored in accordance with the current Terms & Condition of the General Data Protection Regulations (G.D.P.R.) for the purpose of the Association.

(ii) All Management Committee members shall endeavour to attend all Committee Meetings, take an active interest in the Company, its Members and sites, and bring forward all matters concerning the welfare of the Members whom they represent and at all times be open to receive suggestions from Members.

(iii) All Management Committee members shall discharge the duties of their respective posts to the best of their ability and in accordance with the Model Articles, Amended Articles, the Lease held with the Council of the London Borough of Bromley and the Company Rules.

(iv) The Management Committee shall endeavour to send a representative to all Bromley Allotment and Leisure Garden Limited meetings.

(v) The Management Committee has the discretionary power to deal with any matter not expressly provided for in the Company Rules.

(vi) Failure to attend at least five Committee Meetings between the months of February and November may harm an individual being automatically eligible to seek re-election.

(a) The Secretary

(i) The post of Secretary shall be held by a Director

The Secretary shall

(ii) Keep the minutes of all meetings, give due notice of all meetings, deal with correspondence and present a report of the Company at the Annual General Meeting.

(iii) Ensure that Companies House is provided with any information as required by law.

(iv) Let plots, witness Tenancy Agreement Forms, collect rent and issue notices to quit

(b) The Treasurer

(i) The post of Treasurer shall be held by a Director

The Treasurer shall

(ii) Be responsible for recording all monetary transactions, a report on which should be presented at all Committee Meetings.

(iii) Prepare an annual statement of the Company Accounts, which shall be reviewed by an independent financial examiner and presented to the Annual General Meeting for approval. Ensure that, copies are submitted to Companies House, H.M.R.C, and the Council of the London Borough of Bromley in a format as prescribed by the individual authorities.

(c) Trading Manager

(i) The post of Trading Manager shall be held by a Director

The Trading Manager shall

(ii) Be responsible for ensuring the Trading Store is adequately stocked

(iii) Seek approval from the Management Committee for purchases in excess of the limit agreed in accordance with Schedule Four par. 8(viii).

(d) Site Manager

(i) It is the responsibility of the Site Managers to identify any maintenance issues that may arise and co-ordinate their solution.

(ii) Oversee periodic plot/site inspections.

(e) Bio-Diversity Officer

The Bio-Diversity Officer shall

(i) Engage with and co-ordinate any surveys as required by the Council of the London Borough of Bromley.

(ii) Monitor specific areas that have been set-aside as wild life habitats.

7. Insurance

(i) The Association shall hold Insurance cover as specified in par.29 of the A.A, and par. 3.29, 3.30 and 3.31 of the Lease issued by the Council of the London Borough of Bromley.

(ii) All sanctioned activities must comply with the terms and conditions specified in the prevailing Insurance Policy.

8. Finance

(i).The Financial Year shall commence on 1st November of each year and end on 31st October of the following year.

(ii) An Independent Financial Examiner shall be appointed at an Annual or Extraordinary General Meeting.

(iii) The Company bank account(s) shall be in the name of Bromley Common Allotment Garden Association

(iv).The three Directors shall be appointed as authorized cheque signatories.

(v) All cheques issued must be signed by **two** Directors, the second of which not being the spouse, partner or relation of the first.

(vi) Members of the Management Committee may on production of appropriate evidence claim all expenses, providing that the expenditure is wholly and reasonably incurred on behalf of the Association.

(vii) Extra-ordinary expenditure must be sanctioned by the full Management Committee.

(viii) The levels of unsanctioned expenditure by Management Committee members will be reviewed annually at the first Committee Meeting following the Annual General Meeting.

(ix) The Secretary and Treasurer between them shall be responsible for all banking transactions.

(x) The funds held in the Companies bank account(s) shall be recorded as follows

a) Management

(i) Income shall consist of

Ground and Water Rent, Key and Plot Deposits, Company Membership and Servicing fees.

(ii) Payments must comply with par.3.28 of the Lease held with the Council of the London Borough of Bromley.

(iii) Accurate and complete records must be maintained for key and plot deposits and refunds. Both key and plot deposits must be “ring fenced” and used for no other purpose.

(b) General

(i) Income and expenditure shall include

The Trading Store, Building Upkeep, Donations, Social activities and Surcharges together with any other activity not recorded in par. 8

(a) above

(ii) Payments shall consist of all expenditure other than that recorded in (19e(a)(i)) above.

9. Honoraria

The Association retains the discretionary power to award Honoraria, the amounts of which shall be determined at an Annual General meeting.

10. Membership

General

(i) Following their initial enquiry, all potential Tenants must be provided with a copy of the Company's Terms and Conditions.

(ii) Under no circumstances whatsoever will the Company accept money from or allocate a key to a potential Tenant until such time as

a) A fully completed application form for a plot has been received by the Secretary of the Company,

b) A fully completed Acceptance of Terms and Conditions declaration has been received by the Secretary of the Company,

c) The Management Committee have approved the application, and

d) A Tenancy Agreement Form has been signed by the Tenant in the presence of and witnessed by the Secretary of the Company or his/her representative.

- e) Full payment of the rent, gate key deposit and clean plot deposit has been received. See also Schedule 4 par. 18.
- (iii) Once completed, Tenants must be provided with a copy of the Tenancy Agreement Form.
- (iv) All new Tenants shall be subject to a twelve-month probationary period.
- (v) The Management Committee will only consider applications from individuals that have returned the Acceptance of Terms and Conditions declaration within fifteen working days of its dispatch date.
- (vi) A photographic record will be made every time a plot is re-assigned.
- (vii) Following the Tenancy Agreement Form, all new Tenants must be provided with a full set of the Company Rules and a copy of their Tenancy Agreement Form, and any Tenant losing same will be expected to meet the cost of a replacement.
- (viii) The Management Committee reserves the right to decline a request from an individual to rent an allotment plot.

11. Joint Tenancies

In addition to Sch 4 par 10

- (i) All parties must complete an Acceptance of Terms and Conditions declaration.
- (ii) The Secretary of the Company shall arrange for all parties to complete the Tenancy Agreement Form at the same time. All Tenants will be considered equally responsible for upholding the Company's Terms & Conditions.

12. Group Tenancy

In addition to Sch 4.par.10

- (i) All parties must complete an Acceptance of Terms and Conditions declaration.
- (ii) The principal Tenant of the group will complete an appropriate Tenancy Agreement Form accepting responsibility for the plot and the group. Each member of the group will also be required to provide their details and complete an appropriate Group Tenancy Agreement Form.

13. Garden Members

As patronage of the Sunday Trading Store is restricted to Association Members, Garden Members are not required to formally apply for membership and it will automatically expire on the 31st December.

14. Rent

- (i) All rents and subscriptions for existing Tenants and Associate Members will fall due for payment on

1st January of each year. Any Tenant or Associate Member whose rent(s) or subscription is still outstanding as at **25th January of the same year** will be considered to have terminated his/her membership of the Company and in the case of a Tenant the plot will be re let. See also par. 26.(iii)(a) below.

(ii) Except in individual exceptional circumstances the Secretary of the Company will dispatch by 1st December in each year an invitation to every Tenant and Associate Member to renew their tenancy (rent demand) and/or Company Membership.

(iii) It will not be incumbent upon the Company to send a reminder to those Tenants or Associate Members whose rents or subscriptions are still outstanding as at 25th January in any given year.

(iv) Any rents or subscriptions outstanding as at 25th January and subsequently paid by the Tenant or Associate Member will automatically incur a penalty surcharge of 10% of the aggregate sum due for each 28 day period or part thereof that the payment is outstanding after that date.

(a) Each Tenant shall pay:

(i) An Annual Company Membership Fee,

The cost of which shall be determined at an Annual or Extraordinary General Meeting.

(ii) Ground Rent,

The amount payable being calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s). The level of plot rent shall be determined by the Management Committee.

(iii) Water Rent,

The amount payable being calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s). The level of water rent shall be determined by the cost of water used between the preceding 1st April and 30th September.

(iv) If appropriate, a non-participation in a statutory work party surcharge. The amount and terms of which shall be determined by the Management Committee.

(v) Any charge that B.A.L.G.L. L.B.B. Companies House or our Bankers may request which may or may not be calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s).

(b) Each Associate Member shall pay

An Annual Membership Fee

The cost of which shall be determined at an Annual or Extraordinary General Meeting

(c) Each Garden Member shall pay

An Annual Membership Fee on their first visit to the Trading Store in each calendar year,

the cost of which shall be determined at an Annual or Extraordinary General Meeting.

(d) Exceptional Site Maintenance and Improvements

The Tenants of the site involved to contribute up to 50% of the total cost of the project.

15 Lifetime Membership

The Company may appoint the following Lifetime Membership posts, all of which shall be Honorary.

(a) Patron

The Management Committee are empowered to appoint a fully retired former Member who, in their opinion, warrants such distinction. They shall have no voting rights but shall be entitled to attend General Meetings

(b) President

The Management Committee may recommend to the Annual General Meeting the appointment of any Member who, in their opinion, warrants such distinction. They may or may not already hold the post of Honorary Vice President. The person on whom this post is bestowed shall not subsequently be precluded from being appointed Patron, and shall have full voting rights

(c) Vice President(s)

(i) The Management Committee may recommend to the Annual General Meeting the appointment of Vice President of any Member who, in their opinion, warrants such distinction. The person on whom this post is bestowed shall not subsequently be precluded from being appointed President or Patron, and shall have full voting rights.

(ii) The number of Vice Presidents shall be limited to three at any given time.

(d) Life Member

The Management Committee are empowered to grant Honorary Life Membership to any member who, in their opinion, warrants such distinction. They shall have no voting rights but shall be entitled to attend General Meetings.

16. General Meetings

(i) Any Notice required to be given by the Secretary of the Company for the purpose of a General Meeting will be by letter or e-mail.

(a) Voting at General Meetings

Voting shall be conducted in accordance with par.28-33 of the M.A. and par.24-26 of the A.A.

(b) Annual General Meetings

(i) The Annual General Meeting shall be held in the first quarter of each year.

(ii) All Tenants, Associate Members and Honorary Lifetime Membership recipients may attend.

(iii) The date and agenda of which shall be published and circulated no later than 14 days prior to the date of such meeting.

(iv) In order for an Annual General Meeting to take place a minimum of ten Company Members must be present

(c) Extraordinary General Meetings

(i) An Extraordinary General Meeting may be called on behalf of the Company by

(a) A Director

or

(b) Upon a written request from any Tenant addressed to the Secretary of the Company and supported by the names, addresses and signatures of no less than 5% of the Tenants of any allotment site registered with the Company, all of whom must be present at any Extraordinary General Meeting convened for the meeting to proceed. The request shall clearly state the purpose of the Extraordinary General Meeting requested and only that purpose shall be considered and discussed at any Extraordinary General Meeting convened as a result. *Except that the Management Committee may use any such meeting to seek the members' endorsement of any Officer who has been co-opted or appointed as a result of such a post not being filled at the AGM or becoming vacant, for whatsoever reason, subsequent to the most recent AGM.* Where an individual Tenant requests an Extraordinary General Meeting the Company reserves the right to require that person to meet any costs involved in convening and holding the meeting requested

17. Amendments to Rules of the Company

Any amendments to Schedule Four – Company Rules shall be subject to A.G.M. approval.

18. Clean Plot Deposits

(i) The Company will only offer vacant plots to rent that it considers to be in a reasonable condition.

(ii) The Company reserves the right to require the Tenant to pay a “clean plot deposit”, the level of which shall be determined by the Management Committee.

(iii) Should, on the determination of the Tenancy the plot be left in an unsatisfactory condition, the clean plot deposit will be retained by the Company and used to conduct remedial work on the plot in preparation for a new Tenant.

19. Keys and Key Deposits

(i) The Management Committee shall determine the level of key deposits. All keys issued by the Company are subject to a deposit being paid.

(ii) The Company reserves the right to withhold deposits for keys not returned within two months of the determination of a Tenancy.

(iii) The Company reserves the right to withhold key deposits when on the determination of a Tenancy the plot(s) is/are left in an unsatisfactory condition. The retained deposit will be used by the Company to conduct remedial work on the plot(s) in preparation for a new Tenant.

20. Work Party Surcharge

(i) The Company reserves the right to impose a surcharge on those Tenants who have not participated in or contributed the equivalent time to overall site maintenance as specified in 14.(a)(iv) above and Schedule Two, par. 1 (q)

(ii) The number of hours per annum and the level of the surcharge shall together with any other requirements be determined at an Annual or Extraordinary General Meeting. See also 14 (a) (iv)

(iii) Tenants will be advised by 28th February each year the times and dates of all scheduled work parties for that particular year.

(iv) In exceptional circumstances the Company is empowered to request extra help to deal with unforeseen situations.

21. Plot Inspections

(i) Members of the Management Committee shall carry out Plot Inspections at intervals as they consider necessary throughout the year. The Plot Inspectors will submit a report for the Management Committee's consideration following which the Management Committee will pursue any action they deem appropriate with individual Tenants whose plots are judged to be in need of attention.

(ii) The Plot Inspection Team will record photographically evidence of any plot that is deemed to be sub-standard.

(iii) During the duration of their tenancy Tenants will only be notified a maximum of three times that their plot(s) - including the surrounding grass site paths and edges for which they are responsible- are not being cultivated in accordance with Schedule Two par.(1c) and Schedule Three, par. 1. Should the inspection team consider it necessary to contact the Tenant(s) a fourth time, it will automatically generate a 28 day termination of tenancy notice in accordance with par.26 below. See also Sch. Three par.10.

22. Water

It is incumbent upon the Company to ensure that the water feeds to site dip tanks are turned off from 1st October to the 31st March the following year.

23. Bonfires

In the event that a Tenant is given permission to have a bonfire, they may only take place between 1st October and 31st March the following year, can only be lit around dusk, must not be left unattended and be completely extinguished before the Tenant leaves the site. See also Sch.Three par.7.

24. Uncultivated Plots

The Company reserves the right to enter onto any plot, with or without the consent of the Tenant, to clear overgrown plots that are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs. Failure to pay may result in the termination of the tenancy.

25. Company Equipment

(i) The Company may provide a limited range of equipment (Company Equipment) for Tenants to use.

(ii) Company equipment so provided may only be used by Company Members.

(iii) The Company has the discretionary power to agree or otherwise to requests to use Company Equipment.

(iv) The Company will make available appropriate safety equipment

(v) Except in the following instances, equipment provided by the Company must not be taken or used off site.

a) When transferring equipment between Company allotment sites.

b) Removing to a secure storage area.

c) Removal for repair and or servicing.

(vi) In each instance a member of the Management Committee must arrange and oversee such transfers.

(vii) A Management Committee member may instruct Tenants on the use of a specific item of Company Equipment. Unless using on a designated work party, Tenants using equipment provided by the Company do so at their own risk.

(viii) Where there is evidence that damage to Company equipment is wilful or due to negligent use, the Company reserves the right to seek recompense from the Tenant using the equipment to repair the damage so caused.

26. Termination of a Tenancy

(i) Tenants cease to be members of the Company upon the termination of their Tenancy

(ii) Company Membership and plot rental shall, unless invited to renew (rent request), terminate on the 31st December annually.

(iii) In addition to the terms and conditions set out in Schedule Two par's 5-8 and par. 23 of A.A., a Tenancy may also be terminated:

(a) If the rent has not been paid by 25th January.

(b) If the Tenant is not duly observing the Company Rules.

(c) If the Tenant has been convicted of theft from an allotment plot. See also 26 (ix) below

(iv) In the event of a Tenancy being terminated upon 26.(iii)(c) above, the Company shall not allow the Tenant to hold a further tenancy at any time thereafter.

(v) After 28 days of a termination of a Tenancy the Company shall be entitled to recover from the Tenant any costs incurred in the removal of non-compostable waste left on the vacated plot(s) that is considered to be of no benefit to a future Tenant.

(vi) In the case of a Tenant who has failed to renew his/her tenancy by 25th January, the Tenant will be asked to remove no later than 28 days after 25th January any items of equipment (e.g. garden tools ect.) including plants from the plot and to surrender his/her keys for the Site against refund of the deposit paid for the keys. Where such items are not removed as requested, the Company shall have the right to dispose of them as set out in Schedule Two par. 1 (o) Any monies accruing as a result shall be paid into the Company's funds. Thereafter the Tenant may re apply for membership in the normal manner but must join any waiting list and will not be guaranteed his/her original plot.

(vii) A departing Tenant shall remove any items or derelict structures from the plot before the end of the tenancy. The Company will dispose of any materials not removed and are empowered to recover any costs incurred from the outgoing Tenant. See also Schedule Three par 4 (b)(iii) and (iv).

(viii) The Company is empowered to give 28 days notice in writing of a termination of tenancy to a Tenant for which written reasons will be given. In the event of such written notice being given, Company Membership and/or tenancy shall terminate on the expiry of such notice i.e. on the 28th day after the serving of the notice.

(ix) In the event that a Tenant removes crops, produce, implements or other equipment from another tenant's plot without their express permission, the Company is empowered to terminate the Tenancy of the individual(s) involved.

27. Provisions for dealing with matters not expressly provided for in the Company Rules.

Should a situation arise which is not expressly provided for in the Company Terms and Conditions the Management Committee are empowered to deal with the situation in any way they feel appropriate.

INTERPRETATION

Company

Bromley Common Allotment Garden Association

Tenant (Plot Holder)

An individual whose name is entered on the Tenancy Agreement form as a Tenant of a designated plot.

A Tenant is a Company Member and entitled to vote at General Meetings

Associate Member

A Company Member who is not a Tenant. An Associate Member and entitled to vote at General Meetings

Garden Member

An individual who patronises the Sunday Trading Store. A Garden Member, whilst being a Company Member is not entitled to vote at General Meetings.

M.A. Model Articles of Association

A.A. Amended Articles of Association

A.T.T.& C. Allotment Tenancy Terms and Conditions

B.A.L.G.L. Bromley Allotments and Leisure Gardens Limited

L.B.B. The Council of the London Borough of Bromley and/or their

Commissioned Partners.