

CROYDON FEDERATION OF ALLOTMENT & GARDEN SOCIETIES

COMMON CONDITIONS OF TENANCY

GENERAL

1. Interpretation.

- a. The Society is an Industrial & Provident Society under the Act of 1965. "The Rules" mean the rules of the Society registered with the Financial Services Authority.
- b. The "Committee" means the Management Committee of the Society elected at the Annual General Meeting or otherwise appointed in accordance with the registered Rules of the Society.
- c. When the circumstances so admit, the term 'Allotment' shall be held to refer to any holding or garden rented from the Society.
- d. Notice of motion of alteration of the Conditions of Tenancy shall be in writing and shall be in the hands of the Secretary two months prior to the Annual General Meeting, normally held in March.

2. Powers of the Committee

The general management of the allotment site is vested solely in the Committee. Should any matters arise which are not specifically provided for in any agreement for the time being in force between the Society and a tenant, or in the rules of the Society, or these By – Laws, the Committee shall have the power to deal with such matters in the best interests of all tenants, and members shall be bound by the decision made.

3. Sub - Committees

The Committee may delegate any powers, which may be properly delegated, to the Secretary, Sub Committees or working parties. The Committee has the right to co-opt, pro tem such persons as may provide specific knowledge or expertise to the Sub Committees or working parties.

4. Change of address

Any member changing his /her address shall notify the Secretary at once in writing. Failure to do so may result in the loss of rights and or privileges until such time as the new information is communicated in writing to the Secretary.

5. Shares

Every member shall take up one share in the Society as required by the rules.

6. Conditions of Head Lease

Every tenant shall observe and perform all conditions and covenants in any lease under which the Society holds the land.

LETTING OF LAND

7. Approved applications

Allotments shall be let only to members of the Society and to those whose applications are approved by the Committee. The Committee shall have the right to refuse any application without specifying a reason and shall also have the right to make special conditions in regard to any tenancy. The Committee may delegate this power. Applicants under 18 years of age must have their application for a tenancy countersigned by a parent or guardian who will be held responsible for the young applicants' behaviour and for the good husbandry of the allotment.

8. Sub Letting

No tenant shall sub-let their allotment or any part thereof to any other person.

9. Right of entry

The Society or its accredited representatives, or their workmen acting on their instructions, or accredited representatives of the superior landlord shall be entitled at any time to enter and inspect the allotment site or any part thereof and to carry out any work or repairs required by the Society as represented by the Committee.

10. Access to Site

Tenants of plots may receive a key to gain access to the allotment site. Tenants are held responsible for the safe keeping of such keys, for which a returnable deposit shall be paid at the time of issue of the key. Keys should not be duplicated or passed on to any other tenant or member. The deposit will be refunded to the tenant on the surrender of the key to the Society. The main gate(s) must be locked on entry and exit from the site, irrespective of who is on the site at time of departure.

11. Payment of rent

Before taking possession every tenant shall pay rent in advance on the days and at the time and place appointed by the Committee and to the Secretary or other person appointed to receive it. Rents are due on 1 January in any year, unless otherwise determined by the Committee. Forty days grace is allowed for payment of rent. After 31 March in any year non payment may result in forfeiture of tenancy of the allotment.

12. Removal of cropping

No Tenant in arrears with the payment of rent shall be allowed to remove from the allotment any crops growing thereon, tools, implements, stock or other property whatsoever until full payment of rent has been made. Goods on the allotment will be dealt with as in By - Law 24.

CULTIVATION

13. Cultivation

(a) Every tenant shall keep his/her allotment free of perennial weeds, well manured and otherwise maintain it in a proper state of cultivation to the satisfaction of the Committee. Plots will be regularly inspected by the Committee. In the case of an untidy or unsatisfactorily kept plot, the tenant will receive 28 days notice in writing to make a noticeable improvement. If this request is not complied with, or a satisfactory explanation given, at least seven days notice will be given to vacate the plot and remove tools etc.

(b) No more than 10% of any one tenants holding shall be used for flowers or ornamental plants.

(c) Each plot must be clearly numbered.

(d) The tenant shall not cut down any trees, or take, or sell, or carry away any mineral, gravel, soil or clay.

14. Fruit trees

Fruit trees should not overhang roads, paths or adjoining allotments or site boundaries with private residences. They should be planted no less than five feet (1.5m.) from roads or paths for apples, plums, pears, gages and other top fruit. Such trees should be on dwarfing rootstocks only.

15. Buildings and Wells

Members shall not erect any buildings upon their allotments without written consent from the Society. Applications to erect a building on any plot shall be made in writing detailing the size and position of the proposed building. The Committee reserves the right to accept or reject any such application. The normal size of a potting shed is up to 8ft by 6ft and up to 3m high. [The maximum size for a greenhouse is 8ft by 6ft. Size may be varied if an adequate reason is given in writing. All buildings and structure must be not less than nine inches (0.225m) from any path, road, fence or wall. Permission for polytunnels will be considered when a detailed application stating precise size and position is made subject to the terms of the lease and any rulings by the local authority. No water holes or wells are permitted on allotments.] Any building will be considered an integral part of the plot on which it stands, unless it has been recently erected by a vacating tenant. The shed may then be removed by the tenant, or a contribution towards its cost requested from the incoming tenant. The Chairman must be informed of either intention at the time of resignation.

16. Paths, Roads, Ditches and Boundaries

(a) All tenants shall keep in repair all paths and roads bordering his or her plot. Ditches must be kept cleaned and in working order by the tenants whose plots border them. Paths and roads must be kept clear of obstruction. No manure or refuse shall be deposited on them. Should a delivery of manure cause the blockage of a road or path the obstruction must be removed within 48 hours of the delivery being made. Obstruction of the grasscrete road shall be allowed for a maximum of three hours

(b) Interplot paths are made by taking at least nine inches from the plots on either side of them and should be maintained at a width of at least 18 inches (45 cm.). (NB. Two feet (60cm.) is preferable.) The grass on interplot paths should be maintained by regular mowing and the edges kept trimmed. The use of weedkiller on interplot paths or on

grass roads is NOT permitted.

(c) With the exception of the grasscrete road, the site roads were constructed for the use of horse drawn carts; they are unsuitable for motor vehicles especially in wet weather. Motor vehicles may be used to make deliveries of heavy or awkward loads to the plot. The motor vehicles must then be removed and parked appropriately either in a designated parking area within the site or on the public highway. Vehicles are permitted on the site entirely at the owners risk. The owner of the vehicle and the plot holder responsible for the vehicle's presence on the site will be held liable for any damage caused by the vehicle.

(d) Entry by motor vehicle is permitted. Speed must not exceed walking pace. All gates must be locked immediately after use.

(e) Members of the Committee or delegated representatives of the Committee have the right to walk upon interplot paths in the course of their duties or to perform any necessary work delegated by the Committee. No tenant has the right to use any other tenant's interplot paths without permission granted by the tenant of the plot adjoining the path.

(f) Main grass road must be maintained at least 3m wide.

(g) Where plots are on the border of the site, tenants are responsible for keeping the boundaries free of weeds and any hedges trimmed.

17. Nuisances.

(a) A member shall not cause any nuisance or annoyance to the occupants (the tenant or visitors) of any other allotment, or to the neighbourhood. No Livestock may be kept on the allotment site [other than bees] without the written permission of the Committee and then not by way of trade or business.

(b) Dogs are not permitted on the allotment site except on a reasonable length lead and must be kept under control at all times. Dog owners must not allow their dogs to foul allotments, grass roads, sidepaths or any other part of the allotment site. It is the duty of dog owners to promptly remove any fouling which occurs.

(c) Compost heaps should be constructed in such a manner as not to attract rats or other vermin. Only raw vegetable matter should be included for composting. Large or woody material unsuitable for individual compost heaps may be stacked centrally for shredding as directed by the committee. No material suitable for composting shall be put in the skips.

(d) Barbecues are permitted provided that they are suitably contained and do not emit visible smoke (they would then become the subject of Environmental Health Rulings). They should be lit using commercial firelighters or dry paper. Once fully operational there should be no visible smoke. Care should be taken to ensure they do not create a fire hazard.

(e) Windbreaks are permitted on allotments subject to the provisions of By-Law 16. They should be kept as tidy and as inoffensive to the eye as possible. Fences with/without gates are not permitted nor are hedges permitted as boundary markers unless instructed by the Management Committee.

(f) The use of strimmers, two-stroke-engined mowers, cultivators and other noisy machinery is not permitted before 8 am or after 8 pm on Monday to Saturday nor is such use permitted before 8 am or after 2 pm on Sundays.

(g) Radios and other devices for reproducing sound are permitted on allotments so long as the output volume is kept at a reasonable listening level and do not cause a nuisance to other tenants, visitors or neighbours.

(h) The washing of crops and tools in the water butts spreads disease and is not permitted.

(i) Tenants shall take proper precautions when using sprays or fertilisers to - minimise any adverse effects on the environment, comply at all times with current regulations and not cause damage to neighbouring plots.

18. Encroachment, Trespass and Damage.

(a) No tenant shall make any encroachment or trespass upon another's allotment; and no damage shall be done by any tenant to the produce or cropping on any other allotment. Any damage done either by a member or by a person accompanying a member shall be assessed by the Committee and the offender shall pay such sum as the committee may determine to the member who has suffered the damage or to the Society. The Committee shall have the right to refuse admission to any person, other than a tenant of the Society, to any allotment unless accompanied by the tenant member.

(b) Children of tenants may accompany their parents only if they are kept under control and remain near their parents allotment. Children must not be allowed to play over other plots or gardens or to stray onto other allotments. An adult must accompany children using the site toilets. The Society accepts no responsibility for any harm which occurs to any child on the site; there are a great many hazards to children on the site and parents are expected to be vigilant on their children's behalf.

(c) The Management Committee has the right to terminate the tenancy of any tenant trespassing on another tenant's plot.

19. Water.

(a) Water is provided by standpipes/tanks at convenient points. These tanks with the pipes, etc must on no account be tampered with; any fault arising must be reported to a Committee member immediately and not taken in hand by the tenant.

- (b) All water used on site is metered. Waste of water costs the society and its members through increased water bills. Hose pipes connected to the Society's water supply are allowed to be used for filling tenant's storage containers. Storage containers must not be emptied by bailing or otherwise, while they are filling. Sprinklers and leaky hoses must not be used from the Society's water supply.
- (c) Tenants using watering cans only always take precedence over tenants using hoses to fill containers.
- (d) Infringement of the rules and By-Laws governing the use of water may lead to termination of tenancy. Water is a precious commodity and must not be wasted. Where possible, tenants are recommended to conserve rainwater by the use of guttering, downpipes and butts fitted to their sheds and greenhouses.

TERMINATION OF TENANCY

20. Determination of the Society's Tenancy.

The Society may determine the Tenancy of any allotment without notice if it shall, at any time, be required by any superior landlord to give up possession of the land or of part of the land of which the allotment forms part.

21. Determination of Tenancies by the Society.

The Society shall have the right to re-enter and take possession of the allotment of any tenant the payment of whose rent is in arrears for forty days, whether legally demanded or not; or who does not keep their allotment cultivated to the satisfaction of the Committee, or on the breach of these By-laws or of the tenants agreements with the Society; and to re-let the allotment.

22. Notice.

- (a) The Society may at any time terminate the tenancy of any tenant in breach of these By-Laws by a minimum of twenty eight days notice.
- (b) The Committee may agree to relieve any tenant who desires to give up his tenancy at a shorter notice than required by By-Law 22 if there is another approved applicant waiting to take over the plot.
- (c) On termination of the tenancy no compensation will be due for crops and no rent refunded.

23. Removal of Property.

Upon the determination of the tenancy of an allotment the tenant shall, if required to do so by the Committee, remove from the allotment all growing crops, fruit bushes, buildings, stock and other property of any kind within seven days of such determination and shall make good any defect to the allotment caused by such removal, and in case default shall be made by the tenant. The Society may remove such crops, trees bushes, buildings, stocks and other property and charge the expense of such removal and defect to the tenant who shall on demand pay to the Society the amount of such damages and expense. In cases of unpaid rent, goods on the allotment may be taken into the care of the Society which at a suitable time and after giving the ex-tenant reasonable warning will sell them and the proceeds go to the Society.

OFFENCES, DISPUTES, GENERAL

24. Offences.

In the case of any member charged with an offence such charge must be sent to the Secretary, in writing, who shall at the earliest convenient date call a special meeting of the Committee to deal with it. The Committee shall have the power to take such steps as they consider necessary. An appeal from the decision of the Committee to a General meeting may be granted upon written application signed by at least ten members.

25. Unacceptable behaviour

If in the opinion of the Committee a tenant has used unreasonable behaviour or offers verbal or physical assault to members of the committee or other tenants, the tenancy will be terminated forthwith. In the case of physical assault, the police will be called.

26. Disputes.

Any dispute between members or between members and the Management Committee shall be resolved by means of the arbitration process detailed in the Rules of the Society.

27. Trading.

- (a) No trading in commodities which are available from the Society's distribution centre is permitted on the Allotment

Site.
(b)Members may sell surplus plants, or produce at the appropriate seasons to other members of the Society, providing that they comply with the conditions laid down by the management Committee from time to time.

28. Amendment of By-Laws.

Amendment of these By-Laws shall be in accordance with the registered rules of the Society.