



# WEST WICKHAM ALLOTMENTS LIMITED

Member of Bromley Allotments & Leisure Gardens Limited

## ALLOTMENT TENANCY - TERMS & CONDITIONS

In these conditions, 'the Council' shall mean the Council of the London Borough of Bromley, 'the allotment site' shall mean the site leased by the Council to the Company at Hawes Lane, West Wickham, BR4 9AF, 'the allotment garden' shall mean the allotment garden (plot) let by the Company to the Tenant (Member), and 'the Company' shall mean West Wickham Allotments Limited managing the allotment site as lessees of the Council. These terms and conditions should be read in conjunction with the Company's Rules.

1. The Tenant (Member) 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 by statute on or before 31 December 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 m (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. (See the Company's Bonfire Rules.)
- e) Not without the written consent of the Company to cut or prune any timber or other trees or shrubs or to take, sell or carry away any mineral, gravel, sand, earth or clay, and not to burn, 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 of height greater than 1 m. The Tenant (Member) shall keep any 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 the occupiers of the allotment gardens and not to erect any permanent fence around any allotment garden or part thereof.
- h) Not to bring to or deposit or allow others to bring to or deposit on the plot or allotment garden area 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) Not to bring or cause to be brought on to the allotment site any dog unless it is always held on a leash and under control. The person in charge of any dog while on the allotment site is responsible for ensuring that the dog does not foul the site but that any fouling which may occur is cleared up in accordance with the regulations and bye laws which apply on the public thoroughfares within the London Borough of Bromley. The keeping of any livestock, poultry or other animals or birds is not permitted. The keeping of bees shall be subject to the written consent of the Company and 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) above and not to plant or allow to grow on the allotment garden any tree or shrub 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)** To accept that the Company shall have the right to refuse admittance to any person, other than the Tenant (Member) or a Tenant (Member) of his/her immediate family, to the allotment site unless accompanied by the Tenant (Member) or a Tenant (Member) of his/her family.
  - m)** To accept that in the case of a dispute between the Tenant (Member) and any other occupier of an allotment garden or between Tenant (Member) 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 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 the 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 or Lettings Officer of the Management Committee without delay of any change of the Tenant (Member)'s address, telephone number, email, or circumstances which may impact on the tenancy.
  - o)** To yield up the allotment garden at the termination of the tenancy hereby created in such condition as shall be in compliance with the arrangements herein contained. The Company may dispose of any structure or other items left on the allotment garden after 7 days from the date of termination.
  - p)** To accept that any authorised officer or agent of the Company or Council shall be entitled at any reasonable time to visit and inspect the allotment garden.
  - q)** To accept that the Tenant (Member) 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 (Member) in accordance with clause 9 of this agreement.
  - r)** To lock the gates immediately after entering and leaving the site and not to attempt to enter or leave the site other than by means of the gates.
  - s)** Not to communicate directly with officers or Members of the Council on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Company's Management Committee.
  - t)** To become a Member of the Company, as defined in the Company's Rules, and to remain a Member during his/her occupation of the allotment garden and to always observe the Company Rules.
- 2.** The tenancy is subject to the exceptions, reservations, stipulations and conditions contained in the lease of tenancy under which the Company holds the land.
  - 3.** The Company may increase annual plot rentals by up to 20% without seeking permission from the Tenant (Member)s providing that the budget for the forthcoming year indicates that such an increase is needed to ensure that recurrent expenditure is appropriately balanced against the revenue from rents, donations and events. Any proposal to increase annual rents above 20% must be with the approval of the Tenant (Member)s who are present at an Annual General Meeting. Tenant (Member)s must be given notice of such a meeting as described in the Company's Rules.
  - 4.** Except if the water supply has to be disconnected for repairs or there are restrictions imposed for whatever reason by the water company, the Tenant (Member) shall be entitled to draw water from any mains supply outlets on the allotment site from 1 April to 30 September in each year for the cultivation of the allotment garden but for no other purpose. The use of hosepipes is NOT permitted for any purpose. The Company reserves the right to charge the Tenant (Member), 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 (Member) shall be entitled on termination 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 (Member)'s use or occupation of the allotment garden site.

6. The Company shall be entitled on termination of the tenancy to recover compensation from the Tenant (Member) 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 (Member) to keep it in good state of fertility and cultivation and to comply with the conditions herein contained.
7. The tenancy shall terminate immediately on the death of the Tenant (Member) although a new tenancy may be granted to the Tenant (Member)'s next of kin at the discretion of the Company. The tenancy shall also terminate on the date on which the Company's lease of the allotments site terminates.
8. The tenancy may also be terminated in any of the following manners:
  - a) By either party giving to the other three months' notice in writing. Any such notice given by the Tenant (Member) shall be served on the Secretary or Lettings Officer of the Company.
  - b) By re-entry by the Company at any time after giving three months previous notice in writing to the Tenant (Member) on account of the allotment garden being required for any purpose permitted by the lease of the tenancy under which the Company holds the land.
  - c) By re-entry by the Company at any time after giving 28 days' notice in writing to the Tenant (Member) if:
    - i) The rent or any part thereof is in arrear for not less than 28 days whether legally demanded or not;
    - ii) It appears to the Company that there has been a breach of the conditions or rules affecting the cultivation of the allotment garden and at least three months have elapsed since the commencement of the tenancy;  
or
    - iii) The Tenant (Member) shall cease for any reason to be a Tenant (Member) of the Company.
9. Any notice required to be given by the Company to the Tenant (Member) 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 (Member) either personally, by email or by delivery by hand at his/her last known abode, by ordinary or registered post, by recorded delivery letter service or by registered courier addressed to him /her to his/her last known abode or by affixing 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 (Member) to the Company shall be sufficiently given if signed by the Tenant (Member) and sent by ordinary or registered post or by email or handed to the Company's Secretary or Lettings Officer, as appropriate.
10. A Tenant (Member) shall not borrow, use or remove (and not to allow any person invited on to the allotment site by the Tenant (Member) to borrow, use or remove) any items or produce from an allotment garden let to any other Tenant (Member) without the express permission of that Tenant (Member).

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09/03/20