**OCTOBER 2023 Halls Farm Allotment Gardens Ltd**

 **Site Rules and Conditions of Tenancy**

Halls Farm Allotment Gardens Ltd is a self-managed allotment site that is a member of Bromley Allotments and Leisure Gardens Ltd (BALGL) and operates on land leased from the London Borough of Bromley.

All tenants (plot holders) are members of the Company. The Company Rules of Halls Farm Allotment Gardens Ltd have been agreed by BALGL and Companies House and are permanently on display on site. These Site Rules and Conditions of Tenancy describe in detail how the Company is operated and managed on for the benefit of the tenants.

**Each member must accept all the contents of the Company Rules and agree annually to all the following Site Rules and Conditions of Tenancy to be accepted, and remain, as a member of the Company.**

**Each member is expected to know the requirements of the Site Rules and Conditions of Tenancy. They are displayed on site along with the Company Rules.**

1. Plots must be cultivated to an acceptable standard, free from weeds and actively cultivated. This will be monitored by the Committee via regular plot inspections. It is acceptable for 25% of the plot to be for plot management – e.g. shed, seating area, compost bins, storage area & water butts. The remainder of the plot should be for active cultivation.
2. The right-hand dividing path (viewed from the main path) is the plot holder’s responsibility and should be kept mown, edged and safe to walk. Weed killer must not be used on any paths or communal areas. Dividing paths should be kept at least 60 centimetres wide and free from obstacles such as trip hazards and overhanging trees.
3. The plot number should be clearly displayed.
4. For new plot-holders a 6-month probationary tenancy period will be applied with a requirement to cultivate at least 50% the plot in the first year (or as per the target agreed at start of tenancy). At the end of the probationary tenancy they can then apply for an ongoing tenancy. The Committee approval decision is final and not subject to appeal.
5. Dwarf stock varieties of fruit trees may be grown on the plot with the permission of the Committee. Plot holders should not cut or prune trees next to, or surrounding their plot, or elsewhere on the site without Committee consent.
6. Livestock - bees and poultry - are allowed on site providing that the plot holder applies in writing for permission and having received Committee consent, keeps to the HFAG policy on livestock.
7. The produce from the plots - vegetables, fruit, flowers, honey, eggs or poultry is for the use of plot holders and their family, friends or the local community. Sale of any produce from the site for commercial purposes is not permitted.
8. Written Committee consent for structures - sheds, greenhouses, fruit cages and polytunnels must be applied for using the Planning Form prior to erection (and preferably prior to purchase). Plot holders should consult with neighbours and will be required to ensure no shading on to surrounding plots. No shed or greenhouse may exceed 6ft x 4ft. Permanent structures requiring concrete bases or foundations are not allowed on plots, neither is permanent fencing permitted, nor the use of barbed wire on plots. Any structure must be kept in good and safe repair.
9. A border edging may be put in alongside the main path or dividing path at least 15 cms in from the edge, made of biodegradable materials such as hazel and should be no higher than 40 cms above the grass line. It must be taken away at the end of the tenancy in order to make the plot immediately rentable, or the rentability deposit is forfeit. It must be agreed by the Committee first in advance before erecting.
10. All non-compostable litter is to be taken away from the site by plot holders. All weeds dug from the plot must remain on the plot or taken home, not dumped elsewhere on site. Petrol cans, weed killer or other chemical containers should not be left overnight on the plot. Rubbish must not be brought on site.
11. Small, supervised bonfires of material from the plot or site are allowed from 30 September to 30 April at any time, and from 1 May to 1 October before 9am and after 6pm. BBQs are allowed if supervised. Please check with your immediate neighbours before lighting any fire as some plot holders are badly affected by the smoke. Plot holder must ensure fire is completely out before leaving the site.
12. Hosepipes may be used from 1 April to 31 October and attended at all times and not left running; the use of sprinkler systems is not permitted.
13. Gates must be kept locked at all times and the gate codes disguised by turning all the numbers; the gate code must not be passed on to any non-plot holders. Plot holders’ personal assets and property are not covered by HFAG insurance policies.
14. Communal equipment should be cared for and cleaned after use, with any breakages or damage reported to a Committee member. All HFAG equipment should be returned to the storage point after use and must not be taken off site. Plot holders wishing to use site mowing equipment must attend a demonstration of correct use and cleaning of machinery.
15. Other plot holders, their plots and property must be respected; trespassing on other plots is not permitted.
16. Health and safety on site is the responsibility of all plot holders. Any concerns should be entered in the book by the first aid box in the little kitchen. A regular H&S audit will take place and results reported to plot holders. Plot holders must ensure safe storage of flammable materials away from the public footpaths/road.
17. Offensive language or behaviour (spoken or written) - bullying, racist, sexist, sexual, ageist or homophobic - is unacceptable and may result in immediate cancellation of the Tenancy.
18. Dogs must be always kept on a lead. Any fouling must be cleaned up immediately by the dog owner and is subject to local authority fines for fouling.
19. Visitors should be made aware of the rules by the plot holder. The Committee has the right to refuse admittance to any family member/friend of a plot holder if it is considered in the best interest of the site to do so. The behaviour and safety of children and visitors is the responsibility of the plot holder concerned, not the Committee.
20. Rents and Tenancy fees are to be paid online or in person on site. Payments can be made in instalments as arranged with the Treasurer. No subletting of plots is allowed. Joint tenancies are allowed with written Committee consent. Joint tenants (maximum 2 per plot) will need to fill their own Tenancy Form and sign a Tenancy agreement. There is an initial probationary tenancy period of 6 months. The Committee can refuse to accept an applicant for a Tenancy if they believe it is in the best interests of the site.
21. It is the responsibility of the plot holder to inform the Committee of any change of contact details –email, phone or home address.
22. Rent is due by 18th February of each year at a rate of 40p per m2. Tenancy may be cancelled by the Committee, for the following reasons:
* Rent unpaid 40 days after 6th January following written and telephoned reminders.
* Any breach of the Site Rules and Conditions of Tenancy after 3 months initial period.
* New tenants will be required from Jan 1st, 2023, onwards to pay an initial “rentability” deposit of £50 in addition to the tenancy fee and annual rental. This deposit will be held and returned at the end of the tenancy if the plot is in a fit condition and free of rubbish & able to be immediately rented out to a new tenant.
1. In the case of a dispute between the plot holder and Committee the matter should be referred first to the whole Committee. If the dispute is not then settled it will be referred to the BALGL/ LBB Arbitration Panel (Bromley Allotment & Leisure Gardens Ltd). Their decision is final.
2. Plot holders may not communicate directly with the Council on any matter regarding Halls Farm Allotments. Any communication with BALGL should be via the Committee Secretary.
3. On vacating a plot two weeks will be allowed to clear belongings and structures, if possible, after this time the Committee may dispose of any items. A further two weeks may be given if requested. All keys should be returned, and deposits will be refunded.

**Online agreement - In signing the Tenancy agreement and agreeing to the Site Rules & Conditions of Tenancy via the online method each year, plot holders commit to keeping to all Tenancy rules and accept that ignoring any of these rules may lead to the cancellation of the individual’s Tenancy.**

October 2023