Child's Hill Allotment Society Members' Handbook

Second Edition – March 2014

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Introduction

This booklet has been written to provide some information and guidance to the tenants of allotments at the Child's Hill Allotment site. In it we have tried to bring together in a fairly informal way, some important information about the allotments and how they are managed, plus some of the rules and regulations relating to the use of the site.

It does not replace the Terms and Conditions of Allotment Tenancy which are part of your tenancy agreement and which in case of doubt you should consult. In various places relevant paragraphs of the terms and conditions are referred to in the text. So, for example, (T&C 10) means paragraph 10. You will find a copy of the terms and conditions at the back of this booklet.

To help you find your way round the booklet, in addition to the contents list above, there is an alphabetical index on the last page.

1 Child's Hill Allotments

1.1 History

There have been allotments at Child's Hill since 1890. The site was originally somewhat larger than it is today but over the years land was taken for housing, in particular along the Hendon Way and for what are now Garth and Cloister Roads. Since 1925 the freehold of the allotment site has been owned by the Hendon Urban District Council and its successor, the London Borough of Barnet[1].

The remaining 10.3 acres (4.13 hectares) is now a statutory allotment site. This means that, under the terms the Allotments Act 1925, it may not be used for any other purpose without the consent of the Secretary of State for Communities and Local Government. This would only be given if it could be clearly demonstrated that it was no longer required for allotment purposes, which in practice would mean that it was less than 75% cultivated and that there were no suitable alternative sites for the tenants to move to.

1.2 Allotment plots

There are about 180 allotment plots on the site – the number is approximate because from time to time new plots are created by splitting larger plots or combining smaller plots or by bringing formerly derelict land into cultivation. Most of the plots have an area of about 5 or 10 poles though there are some larger and some smaller.

[1] The information about the history of the site has been taken from an article written by one of our long-standing tenants, Joanna Goldsworthy. It may be found on our website at http://childshillallotments.org.uk/pages/History.html

The pole is an ancient unit that is still used to define the areas of allotments because it appears in allotment legislation, such as the Allotment Acts, and in tenancy agreements. Its use is made more confusing by the fact that the word pole is also used to describe a length of 5½ yards so an area of one pole is that of a square with sides of 5½ yards, so is equivalent to 30.25 sq yd. Thus a 10 pole plot has an area of 302.5 sq yd or approximately 253m².

1.3 Plot numbering

Each plot has a number, which is shown on your tenancy agreement. Please ensure that your plot number is clearly displayed on your plot, for example on your shed.

2 Child's Hill Allotment Society

For many years, the Child's Hill Allotment Society (CHAS), to which most plotholders belonged, was responsible for the letting of plots and the collection of rents, together with some minor maintenance work. The society was rewarded for this by being allowed to retain 25% of the rents received. The major maintenance work remained the responsibility of Barnet council. In 2010, the council decided that it no longer wished to manage its allotment sites and offered allotment societies the possibility of leasing their sites from the council.

In 2013 we entered into an agreement with the London Borough of Barnet to lease the site at a peppercorn (ie zero) rent for a term of 38 years, commencing April 1 2013. While the signed and sealed lease has been placed in a bank for safe-keeping, you are welcome to look at a copy of it and you can ask for an electronic copy to be sent to you as an email attachment; otherwise it can be seen on the website.

2.1 Site management

The society now keeps all the rents and charges but in return we are totally responsible for the management of the site, in conformance with the conditions of the lease. This includes

- all aspects of the site's maintenance,
- the letting of allotments,
- the setting and collection of rents and charges,
- the payment of water bills,
- ensuring that you abide by the rules and observe the terms and conditions of your tenancies.

The existing tenancy agreements between plotholders and Barnet were transferred to the society to be replaced by new agreements between yourselves and the society.

While much of the routine management of the site is undertaken by the society's committee, it is the society that holds the lease, so all of you are collectively responsible and hence expected to contribute your time and skills.

2.2 Constitution

The society has a constitution which was adopted in its present form at the annual general meeting in 2012. You can find a copy of it on our website at www.childshillallotments.org.uk/pages/Info.html, or ask to be given a printed copy. Certain parts are required by the terms of our lease and may not be changed. Otherwise, it may be amended by resolution at a general meeting by a two-thirds majority of the votes cast.

2.3 Membership

2.3.1 Tenant members

In the past, membership of the society was optional and plotholders could join on payment of an annual fee. Since our lease now requires all plotholders to be members of the society, you become a tenant member of the society automatically when you sign your tenancy agreement. At present, no additional membership fee is payable.

2.3.2 Gardening members

By paying a small annual fee members of the general public may take out gardening membership. This entitles them to use the shop, but not to enter the rest of the site nor attend or vote at society meetings. Since profits made by the shop may be used for the benefit of the society, it would be a good idea to tell any people you know who live locally about this.

2.4 General meetings

The society's constitution requires that an annual general meeting (AGM) must be held once a year, within three months of the end of the financial year, ie by the end of June. The committee may organise additional meetings (EGMs) at other times and members may request one if there are matters that they think require urgent discussion. How to go about this is explained in the constitution.

2.5 The CHAS committee

The routine management of the site is undertaken by a committee, eight of whose members are elected annually at the AGM. In addition, up to two

further members may be co-opted. The committee officers are chosen by the committee from among its members. These include the chair, the secretary, the letting officer, the maintenance officer and the treasurer together with other roles which from time to time the committee considers are needed. The committee meets regularly throughout the year; the constitution requires at least six meetings. Its minutes are displayed on the notice boards by the site entrances.

The committee is there to help you. A list of its members can be found on the notice boards. If you have questions, suggestions, problems, etc., please talk to one of them, or put a note into the letterbox in the shop door, or send an email to secretary@childshillallotments.org.uk,

2.6 Participation of members

Now that the society manages the site, it is vital that all members play a part in this and don't expect the committee members to do it all. In fact, the terms and conditions of your tenancy include a specific requirement (T&C11) that you contribute some of your time and effort to assist with the running and management of the site.

The committee needs help with tasks such as

- helping in the shop,
- assisting with shop deliveries,
- keeping the common parts, such as the roads, wide grass paths and boundaries tidy and free of litter,
- organising the delivery of materials such compost and wood-chip,
- maintenance of buildings, fences and roads,
- taking part in working parties,
- organising social events
- database and website management
- and so on.

So, if asked, please be prepared to offer some of your time and skills for the benefit of all. It need only be a few hours a year, but it makes a great difference. If there is a particular activity with which you would like to be involved, then please let us know.

2.7 Society records, data protection

We keep records of information about members, on paper and/or electronically. They contain the essential factual information about you that we

require for the management of the site and for communication with you. They include names, dates of birth, addresses, telephone numbers, and email addresses, together with the numbers of the plots rented. None of this will be provided to any person outside the committee without your consent. We will not, for example, give another member your email address or telephone number without first asking you if we may. (T&C 49)

You are welcome to see the information that we have about you. You should contact the secretary in the first instance.

It is important that the information is kept up-to-date, so please let us know if you change your address or telephone number or any of your other details, so that we can continue to communicate with you.

2.8 Communication with members

Communication between the committee and yourselves is essential. We use various means, including email, post, the website and notice boards.

2.8.1 Email

We have email addresses for about 70% of you, so email is potentially a very economical and effective method of communication. It was agreed at the 2013 AGM that we would use it for most communications with those of you whose email addresses we have, unless you specifically opted to have it posted to you. If you have an email account but are not receiving messages from the committee, please let us know your email address, so that we can add you to our email list.

If you want to send emails to us, you can use one of these addresses:

chair@childshillallotments.org.uk

secretary@childshillallotments.org.uk

2.8.2 Post

Sending material by post is not only expensive – at the time of writing even a second class stamp costs 50p - it is also labour intensive, since it has to be put in envelopes which then have to be addressed and posted. So, normally, it is used for those of you who do not use email and those who have opted out. However certain communications, such as tenancy agreements, will always be posted.

2.8.3 Notice boards

The main notice board faces the main gates from Garth Road. Important notices are also posted on the board by the side gate. On them, you will find current information about the site, minutes of the committee, shop news, etc.

Other notice boards around the site may be used from time to time, as appropriate.

2.8.4 Website

The society has a website at http://www.childshillallotments.org.uk for news and information.

2.9 Complaints and comments

If you have a complaint or a comment that you would like to bring to the committee's attention, please send it by email to either or both of the addresses given above, or put it in writing and hand it to a committee member, or put it in the shop's letterbox. All complaints will be treated in confidence.

3 Affiliated organisations

The society in turn is affiliated to a number of other organisations

3.1 Barnet Allotment Federation

Along with about 40 other allotment societies in the borough, we are a member of the Barnet Allotment Federation – see http://www.barnetallotments.org.uk/.The Federation provides a framework for mutual support between the societies managing the allotment sites in the borough and it represents all sites in dealings with Barnet Council. It took the leading role in the negotiations with the council relating to self management and has produced a large number of advisory documents for use by the societies. At most of its monthly meetings there is a workshop or discussion group on a topic of common interest. It also organises an annual site and plot competition open to all sites.

3.2 National Allotment Society

We subscribe to the National Allotment Society – it has a website at http://www.nsalg.org.uk/. This provides all members with the services of the society for which otherwise each would have to pay £20 a year. The society provides professional advice on all issues relating to allotments, including tenants' and local authorities' responsibilities, allotment legislation, preparation of leases and rental agreements, legal matters, consultation with local authorities, preparation and revision of model/constitutional rules and any other matters relating to allotment gardening. A quarterly magazine is published copies of which may be read in the shop.

A discounted seed scheme through E W Kings Seeds is available to members offering considerable savings on a wide variety of seeds.

3.3 Royal Horticultural Society

We are members of the RHS primarily to gain access to their insurance schemes for horticultural societies, but additional benefits include

- Monthly copy of The Garden magazine – usually kept in the shop
- Annual visit to an RHS garden for up to 55 members
- Gardening advice from RHS advisors
- Access to the largest network of gardening clubs in the UK

4 Lettings

4.1 Waiting list

When someone applies for an allotment plot, their name is added to a waiting list. Since the lease requires preference in lettings to be given to Barnet residents, we maintain two lists; one for applicants who live in Barnet and the other for those from outside the borough.

4.2 Probation

In the first instance plots are let on a probationary basis. If after 30 days the plot is being cultivated to the satisfaction of the committee, the tenancy will be made permanent.

4.3 Tenancy agreements

When the committee agrees to a plot being let, the new tenant is sent two copies of a tenancy agreement, the terms and conditions of allotment tenancy and a rent invoice. One copy of the tenancy agreement must be signed and returned.

4.4 Gate keys

New tenants are provided with a key to the padlocks on the main and side gates. There is no charge for the keys, but a refundable deposit, at present £10, must be paid. The keys cannot be copied without our consent, so if you need additional keys, or a replacement for one that is lost, please apply to the letting officer or the shop.

5 Rents and charges

Each year you must pay a rent for your plot together with an additional charge for the supply of water. How much you pay depends on the area of your plot, based on for the rent and water charge that have been agreed at the previous year's AGM. For those of you over the age of 60, there is at present a reduction of 50% of the rent for the first 10 poles that you rent, but there is no reduction for the water charge.

The start of the rent year is April 1. At each year's AGM the charges per pole for the rent and water for the following year are agreed. If there are to be any changes, you will be given at least six months notice of them by email or letter, ie by the end of the previous September. Rents are collected on the site during April at times and places shown on the notice boards. You must come to pay in person, not send it by post or via someone else.

You will normally be sent an email or a letter stating the rent and water charge for your plot. However, even if you do not receive a notification, it is your responsibility to make sure that you pay. While we will chase up late payers, we would much rather that we did not have to. If you have not paid within 40 days of April 1, ie by May 10, then you would be in breach of your tenancy agreement and liable to a month's notice to quit (T&C 36).

6 Security

The society will do what it can to protect the site from intruders by maintaining the boundary fences. If you find breaches in, or damage to, the fences, please let us know.

However for security to be successful it is essential that the gates to the site are kept locked at all times, which means that if you find a gate open, and there is no sign of anyone coming or going, you should lock it. This is not simply well meant advice; it is also a site rule (T&C 31). Not only might thieves enter, but more seriously the site could be used for fly-tipping; apart from any damage caused to plots, we would have to pay potentially very large amounts to have it removed.

Do not admit members of the general public to the site, unless you are quite sure that they are coming to visit a plotholder who is already on the site. Normally visitors should be met at the gate by the person they are visiting.

If you see anyone seeing someone acting suspiciously, you should challenge their right to be on the site (if it is safe to do so) and/or call the police (tel: 101).

It is inevitable that from time to time intruders will gain access to the site, however careful we are and however well the boundaries are maintained. Your sheds and their contents are therefore vulnerable, and so is your produce. Not very much can be done about securing the produce, but if your sheds contain valuable machinery or tools, you can protect them by using sturdy padlocks on the doors, preferably of the closed-shackle kind, which are less vulnerable to bolt cutters, and by using more than one of them. The structure of the shed must of course be sufficiently robust to withstand an intruder. Padlocks are of little use if bolts or hasps are insecurely attached or their fixings are accessible. Additional protection can be provided by chaining machinery to a

ring that is securely attached to the shed or its floor, using for example a bicycle security kit.

If your shed is broken into, you should report the theft to the police yourself (tel: 101), in addition to informing the committee, or else they will not register the incident. If you see a crime being committed, dial 999.

7 Facilities and services for members

7.1 Shop

The society runs a shop for your benefit and convenience. You may use it to buy seeds, fertilisers, compost, and other horticultural goods. Agreements with many of our suppliers, which enable us to sell many goods at prices well below normal shop prices, contain a strict requirement that their products may only be sold to tenant or gardening members of the society.

The shop is located just inside the entrance from Garth Road. It is open at least once a week from February to November. The opening times are shown on the notice boards by the shop and on the website.

7.2 Insurance

The society pays for public liability insurance cover for the members. It is arranged through the Royal Horticultural Society and so, by their rules, is limited to members of the society. It covers all sums that a member might be legally liable to pay as damages arising out of accidental injury to other plotholders or members of the general public. A copy of the policy document is posted on the main notice board.

7.3 Water

Water is provided to taps around the site. Almost all the taps are mounted above water tanks. Water is available from approximately April 1st until October 31st but is turned off, and the system drained, during the winter to prevent it from freezing. It is safe for drinking. Please use it wisely. The tanks are for dipping watering cans (T&C 29b) and must not be used for other purposes, such as washing vegetables, which could contaminate the water. To help keep the water clean, they should be covered. If you come across any leaking or broken taps, please let the committee know.

The use of hand-held hosepipes is permitted unless a hosepipe ban is in operation. You must not leave a hose unattended and sprinklers or similar systems are forbidden (T&C 29). Please fill the tank so that others can fill watering cans before you start using a hose and disconnect it when you have finished. In order to give others a fair crack of the whip, please stop after 15 minutes if someone else is waiting for the tap (T&C 29a).

We pay for the amount of water we use, so if our usage exceeds the amount of water charge collected, the charge is liable to be increased for the following year. To give you some idea of the price of water, in 2013 it cost about 35p to fill one of the tanks and the cost of the water used was about £3500. So please be sensible and do not waste water or use a hose more than you absolutely have to. If possible, water in the evening or early morning when the water will soak in rather than evaporate.

7.4 Car parking

Two areas are available for parking vehicles: one half-way down the allotment site and one at the far, north, end. Please observe any markings indicating parking bays and park with consideration for others. The hard standing area alongside the middle car park is intended for deliveries of manure, sand etc, but can be used for parking if the main car parks are busy at weekends.

Strictly speaking no vehicles should be parked on the roads (T&C 30), but if car park space is scarce, you may park on the dead-end roads, provided you do not inconvenience others. You must park in such a way that clear space is left for the passage of people, possibly with a wheelbarrow. You must be prepared to move your vehicle if asked.

No vehicles may be left on the site overnight.

7.5 Compost, wood chips, etc.

From time to time, the society arranges for the delivery of various organic materials, including wood chips and composted green waste. The woodchips are deposited at various locations around the site, but the compost can only be delivered to the hard standing beside the middle car park because the delivery lorries are too large to get other parts of the site.

The compost is in high demand. It is not possible to operate a formal rationing scheme to ensure that all members get a fair share, in particular those who cannot come to the site on delivery days, so please be considerate to each other and don't take excessive amounts. It is the society's policy that, on average, no more than three wheel barrow loads should be taken per delivery per ten pole plot, and pro-rata for other sized plots.

7.6 Equipment hire

The society owns strimmers, rotavators and mowers, which may be hired on an hourly basis. Information on how to go about this is shown on the notice boards.

The society accepts no responsibility for damage or injury arising from the improper use of machinery. Hirers should ensure they are familiar with their proper operation and observe the safety precautions for their use.

7.7 First aid and emergencies

A well-equipped first aid box is kept in the shop, but is normally only accessible during shop opening hours or at times when a member of the committee with keys to the shop is present. It is therefore very important that you keep a basic first aid kit in your shed or your car.

8 Rules and Regulations

In order for the allotments to be managed as required by the lease and in the interests of all tenants, there are inevitably rules and regulations which you must observe.

The formal versions of the rules are in the Terms and Conditions of Allotment Tenancies, which you will find in section 9 of this booklet. Some are included because they are required by the lease, while others are our own rules as agreed by the membership. Some of them are discussed here.

If you are found to have contravened the Terms and Conditions, you will normally be sent a written warning requiring you to put matters right. You are expected to do so immediately and carry out any required works (T&C 9). If you consider that there are good reasons, such as illness, that would prevent you from doing so, you must let us know in writing.

If, after due warnings, you have still not complied, your tenancy will be terminated (T&C 36).

8.1 Cultivation

The rules say that *"allotments are to be wholly or mainly cultivated by the tenant for the production of vegetables or fruit crops for consumption by the occupier and his/her family"* (T&C 4). This does not mean that part of the plot cannot be used for the growing of flowers or as a leisure area, so long as the growing of fruit and vegetables is the main purpose. What is quite clear, however, is that the plot may not being used to store rubbish or materials unrelated to the cultivation of the plot, or have large grassy areas.

It also means that you (and a joint tenant if there is one) are expected to undertake the majority of the work, but you may be assisted by family and friends. In addition, from time to time, if you are not well enough to manage the plot, friends or other plot holders may temporarily look after it. What, however, is unacceptable is for the plot to be mainly cultivated by someone

other than yourself. If you are found to be sub-letting your plot in this way, your tenancy will be terminated (T&C 10).

The rules also state that *"tenants must keep their allotments reasonably free from weeds and rubbish, and otherwise maintain them in a proper state of cultivation to the satisfaction of the society."* (T&C 14).

This is apparently quite straightforward but what is meant by "cultivation" and, more importantly "non-cultivation", can mean different things to different people and can be interpreted in various ways. If you look around the site, you will find that there are almost as many different styles of cultivation as there are plots. It is certainly not necessary to maintain strictly regimented rows of vegetables.

What is important is that your plot should be cultivated in a way that does not interfere with the enjoyment of neighbouring tenants. Key elements include

- Removal of weed seed-heads before the seed has set
- Control of pernicious weeds, such as those that spread through the extension of roots or by generating new plants from growing tips in contact with the soil
- Removal of long grass or detritus that is likely to harbour slugs and snails which might migrate onto a neighbouring plot
- Maintaining structures in good order
- Not allowing trees to exceed the maximum height or planting them too close to the boundary (see below)
- Keeping paths free of hazards and obstructions, including overhanging branches, and ensuring grass paths are trimmed

If for any reason you are temporarily unable to work your plot, please let us know.

8.2 Trees

You may plant only fruit trees or bushes (T&C 22). In practice this could include herb and other bushes which produce culinary leaves. They may not be planted within one meter of roads or paths, nor overhang them, and may not in exceed four metres in height (T&C 23).

You should also think of your neighbours when planting fruit trees and try to ensure that they are located where they will cast the least shade on their plots.

8.3 Paths

Apart from the wide green cross paths and the asphalted roads, the responsibility for maintaining the paths between plots lies with the neighbouring plotholders (T&C 25, 26).

Paths must be kept clear for access at all times by any plotholder, so you should not create safety hazards for others by littering paths with debris such as canes, broken glass, metal spikes etc. You must also ensure that overhanging branches are cut back as necessary.

Paths may not be concreted, though concrete slabs are permitted (T&C 25a). If the path is of grass, it must be regularly mown. It is a good idea to replace grass paths by wood chips, which require less maintenance and provide a better foothold in wet weather.

The minimum width of paths between plots is 50cm (20″), in order to allow the passage of a wheelbarrow (T&C 26). This is quite narrow, so we strongly recommend that, by mutual agreement between neighbouring plotholders, it should be at least 70cm (27″) wide

In addition, to allow the passage of a wheelbarrow, no tree, bush or structure (fence, shed, greenhouse, etc.) higher than 100cm (39″) may be planted or erected less than 100cm (39″) from the centre of the path (T&C 23).

8.4 Sheds and other structures

No permanent structures may be built on your plot (T&C 18). This means that you cannot use bricks, blocks, concrete, etc.

Temporary structures may be erected, where temporary may be taken to mean a structure that could be dismantled and removed in a day or two. Permission from the committee is required prior to erecting any temporary structure, including sheds, polytunnels and greenhouses, though not fruit cages. The location, which must be agreed by the committee, must be such that no part of the structure is less than 100cm (39″) from the centre of a path (T&C 19).

The maximum area that may be occupied by all the temporary structures is 20% of the area of the plot (T&C 18), which, for example, for a 10 pole plot is 50m² (540 sq ft). However a shed may not occupy more than 5% of the plot area, ie 12.5m² (136 sq ft) on a 10 pole plot. No structure may be more than 2.5 m (8′2″) tall.

A shed must be constructed using appropriate materials, the structure should be sound and safe and the finish must be in keeping with the surroundings (T&C 19). There are no hard and fast rules as to colour, but green or brown or pale blue would be considered to be acceptable; bright red or orange would

not. Please make sure that the underside of the shed is inaccessible to rats and other rodents, as it provides them with a prime nesting place.

On termination of your tenancy, you might be required to remove any structures that are on it (T&C 20, 21).

8.5 Plot inspections

An inspection group, consisting of two or three members of the committee, routinely inspects all the plots, including the paths between them, to decide whether they are being cultivated to their satisfaction and that the rules on trees sheds, etc. are being followed. If they find that for your plot the rules have not been observed, you will be sent a written warning. It is in your interest to reply to such a letter, saying how you intend to rectify matters. If there are particular reasons, such as illness, why your plot has not been cultivated, you should tell us. If a follow-up inspection shows that no real improvement has been made, the committee will terminate your tenancy by giving you one month's notice in writing (T&C 36). In addition, we will charge you for any expenditure incurred in restoring the plot to a lettable condition, including the cost of removal of rubbish (T&C 41).

8.6 Behaviour

Members should feel able to cultivate their plots without being disturbed or threatened by other members (T&C 10). Racist or sexist or other discriminatory language or practices on the site will not be tolerated, nor the use of violence or threatening behaviour. Serious or repeated incidents could lead to the expulsion of the perpetrator from their plot and the site. Incidents should be reported immediately to the committee in writing with the names of witnesses wherever possible.

While there is no restriction on the drinking of alcohol, anyone found acting in a drunk and disorderly manner would be asked to leave. The committee will consider on a case-by-case basis the continuing tenure of persistent offenders who cause a nuisance or endanger the safety of others. The cultivation or use of illegal drugs on site is not permitted.

The use of radios is permitted as long as you are not disturbing your neighbours. You should be prepared to reduce the volume if a neighbour requests this. Please use a headset if you want to listen while you work.

8.7 Sale of produce

Legally, our plots are allotment gardens, which are defined in the Allotments Act 1922 as "an area used wholly or mainly for the cultivation of vegetable or fruit crops for consumption by the occupier or his family". This means that the selling of produce is not allowed and would be a breach of your tenancy

agreement (T&C 4, 5). It also means that you cannot grow crops for use within any business that you might own or be associated with.

8.8 Vehicles

Vehicles may be driven only on the asphalted roads and the car parks. They must not be driven on the wide green cross paths. There is a speed limit of 5 mph on all roads within the site. You must take extra care when passing pedestrians and children.

8.9 Machinery

Machines, such as strimmers, rotavators and mowers should be used with appropriate personal safety equipment and with consideration for the safety of others. They must not be left running unattended.

In order to avoid undue disturbance to those who live in houses around the site, you are asked not to use noisy machines before 8 am on Monday to Saturday and before 9 am on Sundays and public holidays, nor after 7 pm on any day.

It is inadvisable to use machines during or after drinking alcohol or the taking of certain medicines that cause drowsiness.

8.10 Bonfires (T&C 17)

Bonfires are permitted at the following times:

October - April: any time

May - September: only on the first Wednesday of the month

They may only be used to burn plant material and any old timber that might have accumulated on your plot. Other materials such as plastic or rubber create toxic fumes and poison the soil so must never be burnt.

Dry garden waste may be burnt, but it makes much more sense to compost it in a bin or heap on your plot so that in due course you can return organic material to the soil. That said, you should never compost diseased plant matter, such as blighted tomato or potato plants because the temperatures reached are too low to kill the disease, so a bonfire is a good way of way of dealing with it. However since most local authorities collect garden waste every week or so, and process it in such a way that any disease is killed, it makes more sense to take it home for collection. Doing so is also of benefit to us, since it is the result of such treatment that is returned to us in the compost deliveries.

If you want to light a bonfire, try to pick a time when the wind is not blowing in the direction of any neighbours. Remember that smoke from bonfires can

be annoying to them, ruining their enjoyment of their gardens, and preventing them from opening windows and hanging out their washing. Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems. Never leave a bonfire burning when you are not there to tend it, and do not leave the site until it is out. Do not use petrol or similar on bonfires and keep a bucket of water handy in case it gets out of control.

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways (Amendment) Act 1986 if it endangers traffic.

8.11 Rubbish (T&C 30)

Please resist the temptation to use your plot as a place to store things that might be useful one day or which might, more accurately, be described as rubbish. You really should not bring in any material that is not directly for use on the allotment. For example, timber left in the open air will rapidly deteriorate to the point that it is unusable and then has to be disposed of.

It is your responsibility as a tenant to take all rubbish off the site. We cannot take responsibility for the removal of rubbish of any kind. You can dispose of it via your local binmen or a council recycling depot. Barnet's depot is in Summers Lane, Finchley, N12 0PD.

8.12 Chemicals

Be considerate when using chemicals such as pesticides, herbicides and fungicides as many allotment holders use only organic methods and these chemicals have potentially toxic and harmful effects on people and wildlife. Observe the instructions on packaging carefully and take the appropriate safety precautions. In particular, do not spray when it is windy, or on crops like open flowers that are likely to be visited by bees, or near ponds.

The use of herbicides on paths should be limited to preparations containing only glyphosate and then used only for the "spot" treatment of perennials such as dandelions. Hormone or long-lasting weedkillers must never be used on paths as they can be carried on boots onto other people's plots with harmful effects.

8.13 Asbestos

Asbestos-based products (such as sheds, boards and containers) are not permitted on the site and no such product should be brought onto your plot (T&C 15). Where asbestos items, such as shed roof sheets, already exist on a plot and are in a reasonable condition, they can be left in place, but they will need to be removed if the condition of the material deteriorates. Never break

up asbestos sheets. Anyone unearthing suspect material should contact Barnet Environmental Health department (020 8359 2000).

8.14 Livestock

The keeping of any livestock on the site, including chickens, rabbits, goats and other such animals, is not allowed. (T&C 28a)

8.15 Beekeeping

Bees may be kept, but the committee must first be satisfied that the plotholder is suitably qualified to care properly for them and that the following conditions will be satisfied (T&C 28b).

- The beekeeper should have undertaken a recognised course of at least one or two years duration, covering both theoretical and practical hands on training, to a good level of competence.
- They must be a full member of a beekeeping association with full insurance against third party damages.
- Any bees brought onto the allotment should be of good temperament and kept that way.

If the bees should become a problem or nuisance by interfering with other allotment holders while working their plots or with persons in the gardens of houses adjacent to the allotments and the matter is not addressed quickly, the committee will require the bees be removed or destroyed.

Please contact the committee if you are interested in the possibility of keeping bees.

8.16 Visitors

Friends and relatives are welcome to visit the site. However, you must stay with them - do not just give them your key and let them wander round on their own. If you see a stranger, ask them what they are doing and escort them out if necessary. Tell your neighbours or the committee if a friend is going to look after your plot if you are temporarily unable to cultivate, for example when you are on holiday.

8.17 Children

The allotments are not playgrounds and can be dangerous places, so you must keep children under control and not allow them to cause a nuisance to other tenants (T&C 32a). Those under 12 must be accompanied by an adult at all times. You must ensure they stay on your plot and do not stray onto anyone else's.

8.18 Dogs

You may bring dogs onto the site, but you must act responsibly. They must be under control at all times (T&C 32). You should keep them on a hand-held lead when walking through the site and ensure that they stay on your plot. Any fouling must be cleared up immediately.

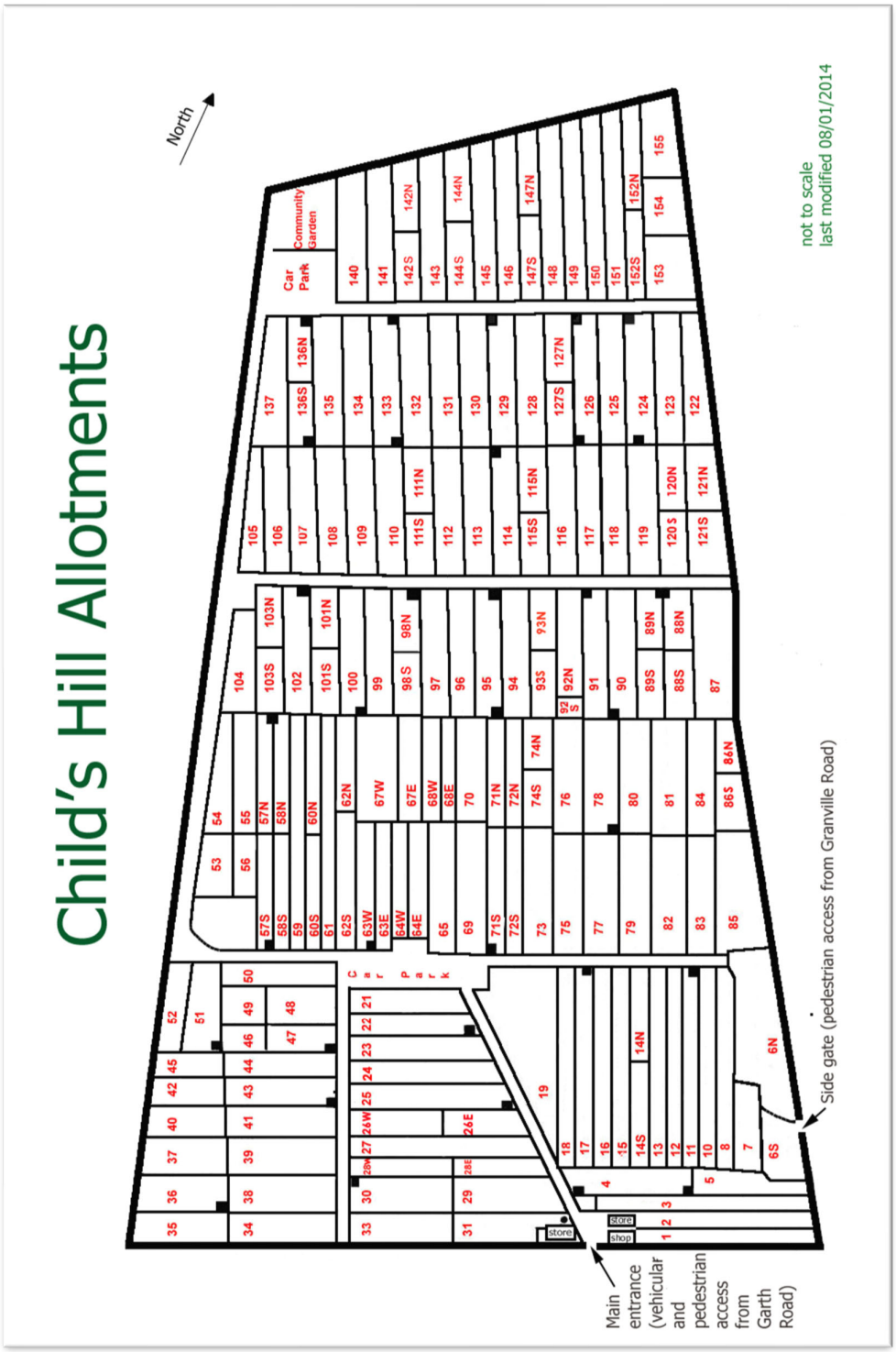
8.19 Rats

Rats are, inevitably, always present on the allotment site. Please report to the committee if you find any evidence of them. Rat bait, and instructions on how to use it, is available free of charge from the shop. It should be used in such a way that it cannot be eaten by cats, foxes, hedgehogs and other wildlife which we do not want to injure.

To minimise potential nesting places, keep your plot clear of rubbish and do not allow access to the space beneath your shed. Do not put out meat or other waste animal products for the foxes; it is much more likely to attract rats.

9 Allotments Map

This schematic map shows the layout of plots at the time of publication. Over the course of time, there might be changes as plots are sub-divided or combined. There should always be an up-to-date version on the main notice board.



10 Terms and Conditions of Allotment Tenancy

Anyone who signs a tenancy agreement agrees to abide by the following terms and conditions of allotment tenancy. They are part of the tenancy agreement.

They were agreed by the society at its annual general meeting held at St Agnes Church Hall, 35 Cricklewood Lane, London, NW2 1HR on June 24 2012.

CHILD'S HILL ALLOTMENT SOCIETY

TERMS AND CONDITIONS OF ALLOTMENT TENANCY

Adopted by the membership at the Annual General Meeting of the society on June 24 2012

1 In this document, where the circumstances so admit:

- 'the society' means the Child's Hill Allotment Society
- an 'allotment' means any allotment garden rented from the society
- 'the tenant' means the named current holder(s) of an allotment
- 'the council' means the London Borough of Barnet.
- 'the committee' means the committee of management of the society.
- 'the site' means the allotment site managed by the society and located at Garth Road, NW2 2NH.
- the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
- Certain terms and conditions are required either by the terms of the lease or by allotment law and may not be deleted or amended. They are indicated by the symbol (L).

2 Where an allotment is let to two or more tenants the terms and conditions in this document apply to each of them.

GENERAL

3 Tenants are required to be members of the society for the whole of their period of tenancy. (L)

4 Allotments are let to tenants solely as allotment gardens as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly. Allotments are to be wholly or mainly cultivated by the tenant for the production of vegetables or fruit crops for consumption by the occupier and his/her family. (L)

5 Tenants may only use their allotments for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment. (L)

6 Prior to a tenant taking possession, a probationary period may be required. Should this be completed to the satisfaction of the society, before taking possession every tenant shall pay the required rent and other charges - on the days and at the time and place appointed by the society - to the secretary or

other person authorised by the society to receive it, whether legally demanded or not.

7 The council and the society, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment, and carry out any works or repairs required or authorised by the society or by the council. (L)

8 Tenants must not do nor allow anything (in relation to the tenant's allotment) which is inconsistent with, or in breach of, the provisions of the lease (which the society shall make available for inspection by the tenant on demand). (L)

9 If any notice is served by the society in respect of any breach of the terms of this agreement, the tenant shall immediately comply with such a notice and carry out any work required by the notice. (L)

10 Tenants must not:

- transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it; (L)
- grant or purport to grant any right, interest, licence, or easement in or over or under the allotment; (L)
- do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the council, to the society, to other tenants or to the owners or occupiers of other property in the neighbourhood; (L)
- encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road or communal space;
- cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the society.

11 Tenants must:

- indemnify and keep indemnified the society, its officers and servants from and against all costs, claims, demands, proceedings, expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use of the allotment by the Tenant or the Tenant's employees, visitors or contractors either directly or indirectly, and which would not have arisen but for the granting of this tenancy;
- inform the society of any attempt by the owners or occupiers of other property in the neighbourhood to encroach on or acquire any right or easement over the allotment, including any unauthorised access to the site; (L)

- cooperate as far as reasonably possible with the society and its officers in ensuring the efficient, effective and harmonious running of the site;
- inform the society immediately of any change in their address or other contact details.
- be prepared to contribute their time and effort to assist with the running and management of the site

12 The society is not responsible for any loss, theft, damage or injury to any persons or property on the allotment site, and all persons who enter the site do so at their own risk.

13 Tenants shall observe and perform any special condition which the society considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the tenant in accordance with these terms and conditions.

CARE AND MAINTENANCE OF THE ALLOTMENT

14 Tenants must keep their allotments reasonably free from weeds and rubbish, and otherwise maintain them in a proper state of cultivation to the satisfaction of the society. (L)

15 Tenants must not:

- plant, or allow to grow, any hedges or trees, or erect any fencing, walls or other barriers around their allotments that would prevent the free passage of a standard wheelbarrow;
- use barbed or razor wire or the like for any purpose; (L)
- erect any notices or advertisements; (L)
- bring any asbestos-based materials or products onto their allotments. Any already existing asbestos-based materials may remain if in reasonable condition but must be removed in a safe manner it their condition deteriorates.

16 Tenants must keep any ditches and watercourses bordering their allotment open and clear of obstructions and must not, without the prior approval of the society, divert, alter or in any way interfere with the free running or percolation of water in or under the site whether the water is in defined channels or otherwise. (L)

Bonfires

17 Bonfires may be lit by tenants on their allotments only:

- on one specified day of each month during the months May to September (the days to be specified by the society) and (L)
- at any time on any day during the months October to April. (L)

When permitted, bonfires must

- be kept under control at all times and not left unattended, and must be completely extinguished before the tenant leaves the site; (L)
- not be used to burn household rubbish, rubber tyres or anything containing plastic, foam or paint.

Sheds and other fixtures

18 Tenants must not build or allow to be built on their allotments:

- any permanent structures; (L)
- any temporary structures exceeding 2.5 metres in height. (L)

The total area of all temporary structures on an allotment, including sheds, greenhouses, polytunnels and the like, may not exceed 20% of the area of the allotment and must be built and maintained to a reasonable standard. (L)

Within this overall limit, no shed may exceed 5% of the area of the allotment, e.g. 12.5m² on a 10 pole plot.

All other temporary structures may only be constructed and used for the purposes of cultivation.

19 Permission from the committee is required prior to erecting any temporary structure. It must not be erected within 1 metre of roads, paths, fences or neighbouring allotments. It must be constructed using appropriate materials and should be sound and safe and the finish must be in keeping with the surroundings.

20 Structures, fixtures and the like erected or installed on an allotment shall remain the property of the tenant during the term of the tenancy. Upon the expiration or termination of the tenancy for whatever reason, the tenant or his or her personal representative shall be entitled to dispose of such structures, fixtures and the like to whom and on such terms as they may desire, including sale to an incoming tenant, or remove such structures and fixtures and any produce. If the outgoing tenant neither disposes of nor removes such structures, then an incoming tenant may either enter into possession of these structures without payment or cause these structures to be dismantled and removed and to charge the outgoing tenant the cost of these works.

21 Upon the termination of the tenancy of an allotment the tenant shall, if required to do so by the society, remove from the allotment all his/her property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement. The society may thereafter remove any such property remaining on the allotment and charge the expense of such

removal and making good any defect to the tenant, who shall upon demand pay to the society the amount of such expense.

Trees

22 Tenants must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop.

23 Fruit trees and bushes must not be planted within 1 metre of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed 4 metres in height.

24 All trees must be regularly inspected and properly maintained to the satisfaction of the society. (L)

Paths, roads and boundaries

25 Subject to clause 26, tenants must keep in repair, to the satisfaction of the society, every path or road bordering their allotment, and keep any hedges or verges bordering and forming part of their allotments properly cut and trimmed, except such paths, roads and hedges which the society has agreed to maintain in good order.

25a No paths, either on or between allotments, may be made of concrete, though the use of concrete slabs is allowed.

26 Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the tenants involved may agree that one or the other of them will be solely responsible for maintenance of the path.

27 The society reserves the right, acting reasonably, at the end of any tenancy year and having given reasonable notice, to re-define the boundaries of any allotment and re-calculate the rent if it believes this to be necessary to promote the efficient and effective management of the site.

Livestock

28a No livestock including rabbits and poultry may be kept on allotments.

Keeping bees

28b Bees may be kept, if the society is satisfied that the tenant and/or the beekeeper is suitably qualified to care properly for them and that the following conditions are met:

- the beekeeper should have undertaken a recognised course of at least one or two years duration, covering both theoretical and practical hands on training, to a good level of competence
- the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages
- any bees brought onto the allotment should be of good temperament and kept that way.

Water

29 Hosepipes may be used on the site, subject to water company regulations. Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, irrigation systems and the like are forbidden.

29a No tenant may use a tap for a continuous period of more than 15 minutes if another tenant wishes to use it.

29b Tanks may only be used for the purpose of filling watering cans.

CARE OF THE SITE

30 Tenants must not:

- remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand; (L)
- dig or permit to be dug any pits, shafts, wells or ditches; (L)
- import, store or allow on the site any soil, fill or material from an external source, or any rubbish or other materials or items, which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site; (L)
- deposit any manure, refuse or other material of any kind on the roads, paths, lay-bys or anywhere on car-parking areas, in watercourses or on communal land except with the prior agreement of the society and provided the material is cleared promptly;
- park or cause to be parked any motor vehicle or wheeled vehicle on any allotment or on any part of the site except in designated parking areas and only when in attendance on the site; (L)
- make or obtain copies of gate keys provided by the society;
- interfere in any way with any material, plant, equipment, building or installation owned by the society or the council.

31 Tenants must:

- lock the gates after entering or leaving the site even if they are found to be open or unlocked;
- make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after. The society shall have the right to refuse admittance to any person other than the tenant or a member of his/her family or household to the allotment unless accompanied by the tenant or a member of his/her family;
- return at the end of the tenancy all gate and other keys provided by the society. All such keys remain the property of the society. Where replacement keys have been supplied to the tenant, these must be returned at the end of the tenancy or on demand;
- report to the committee any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

32 Dogs must be kept under close control while on the site. They must not be allowed to foul or cause damage to any allotment, or any other area within the site.

32a Children may accompany tenants on the site but must be kept under control and not be allowed to cause a nuisance to other tenants. Children under the age of 12 years must be accompanied by a responsible adult at all times.

TERMINATION OF TENANCY

33 The tenant must yield up the allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this document.

34 The society or the tenant may at any time terminate a tenancy by giving twelve months notice in writing to the other expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year except that the society may at its discretion accept from the tenant a lesser period of notice expiring at any time.

35 In the event of the death of the tenant, the tenancy shall terminate at the end of the rent year or three months after the date of death, whichever period is greater, except that the tenancy may be terminated sooner by agreement with the society.

36 The society shall have the right immediately to re-enter and take possession of an allotment and to terminate the tenancy of any tenant after giving one month previous notice in writing to the tenant:

- whose rent is in arrears for forty days or more, whether legally demanded or not, or (L)
- who is in breach of any of the other agreements, covenants or obligations (including the covenants in 14 and 15 above concerning the care and maintenance of the allotment) imposed on the tenant by this document or the tenancy agreement in respect of the allotment (L)

37 The society may terminate the tenancy of any allotment at one month's notice if it shall at any time, at one month's notice, be required by the council to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part. (L)

38 This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the council shall terminate. (L)

39 If the site or any part thereof that includes the allotment shall be required by the council for a purpose for which it was acquired or to which it has been appropriated by the council, the tenancy may be determined by the society by three calendar months' notice in writing. (L)

COMPENSATION

40 Before taking possession of land, every member shall pay to the society or to the outgoing tenant, as the case may be, any charge due in respect of ingoing compensation, adaption or other matters. (L)

41 The society shall be entitled to recover from the tenant on his/her vacating the allotment on the termination of the tenancy, statutory compensation in respect of any deterioration of the allotment caused by failure of the tenant to maintain it as required in this agreement. (L)

42 The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation. (L)

BREACHES AND DISPUTES

43 **Breaches** - in the case of any member charged with a breach of these rules, the matter should be referred in writing to the committee, or such person or persons designated by them as they see fit, who shall at the earliest convenience deal with the matter. The committee shall have the power to take such steps as they consider necessary.

44 The society reserves the right to exclude from the site without notice, pending consideration of the matter by the committee under paragraph 43 above, any tenant or other person against whom there is a prima-facie case of gross misconduct such as (a) causing serious damage to any allotment or to the crops thereon or to any communal area or (b) while on the site, damaging or stealing

the property of any other person or of the society or (c) assaulting or threatening any person on the site.

45 **Disputes** - cases of dispute between two or more tenants shall be referred to the committee, or such person or persons designated by them as they see fit. The committee shall have the power to take such steps as they consider necessary.

46 **Appeals** - any party to a breach or dispute may appeal against any decision made by the committee under 43-45 above. The appeal shall be made to a person or persons independent of the management of the society and of the management of the site. Such person or persons shall give the said parties a fair hearing before arriving at any decision on the appeal. (L)

LETTERS AND NOTICES

47 Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, or by suitable electronic means:

- on the tenant either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or, failing that, by fixing the same in some conspicuous manner on the allotment; (L)
- on the society by addressing it to the secretary for the time being of the society at the society's published address for correspondence. (L)

48 Notices directed to all tenants may be served by posting them prominently on the society's outdoor site notice board or similar display space or by including them in any newsletter or journal distributed by the society to all its members. (L)

DATA PROTECTION

49 Tenants' contact details, allotment history and other information relevant to their tenancy and membership of the society may be stored on computer or otherwise. This information will be used only for the management and administration of the society and the site and will not be disclosed to third parties unless the society is required to do so by law or in compliance with legal obligations. The tenant may inspect the information held by the society about him/herself on request. (L)

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