

FINCHLEY HORTICULTURAL SOCIETY

HANDBOOK

2018



Contents

Contents.....	2
Introduction.....	4
The Finchley Horticultural Society	4
Management	4
Terms and Conditions of Allotment Tenancy	4
Basis of Tenancy.....	5
Society Membership	5
Plot Rental.....	6
Tenants must.....	7
Tenants must not	8
Bonfires and Waste disposal	8
Wood and dry plant material.....	8
Compostable Waste.....	9
Other Waste.....	9
Sheds and Other Fixtures.....	9
Trees	10
Paths, Roads and Boundaries.....	10
Livestock and Bees.....	11
Bees	11
Water	11
Care of the Site	12
Keys and Visitors	12
Termination of Tenancy	13
Compensation.....	14
Breaches and Disputes.....	14
Warning Procedures	15
Letters and Notices	15
Data Protection.....	16
Fire, Theft and Site Security.....	16
First Aid and Accidents.....	16
Chemicals.....	17
Children	17



Site Facilities	17
Tools and Equipment	17
Raised Beds	17
Greenhouses, Polytunnels and Communal Storage Buildings	17
Trading Hut	18
Refreshments Facilities	18
Special Deliveries	18
Wildlife.....	19
Toilet	19
Electricity	19
Water	19
Events	19
Other Information.....	20
Plot Measurement	20
Ground Plans for Brent Way and Nethercourt Avenue Allotments	21
Ground Plan for Gordon Road Allotments	21



Introduction

This Handbook has been produced to provide all plot holders at Gordon Road, Nethercourt Avenue and Brent Way with their conditions of tenancy and other essential information and applies to all sites except where otherwise stated.

The sites are run on a communal basis, so please remember to be considerate and ensure that your plot, your activity on it, and its surrounding paths do not pose a hazard or inconvenience to others. These allotment sites are managed entirely by plot holders who are expected to undertake most of the essential maintenance and communal jobs to maintain a safe and pleasant environment. To ensure the Society is run in a safe and responsible manner, and also organise social and fundraising events. At Gordon Road manning the Trading Hut, cleaning of the tea hut, Green Room and Eco Toilet are on a rota basis. All plot holders are required regularly to assist in the work of running the site and/or the Society.

Please inspect the notice boards regularly on each site for all up-to-date information.

The Finchley Horticultural Society

Members of the Committees may be contacted by email at finchleyhorticulturalsociety@gmail.com

Information regarding the Society and forthcoming events and activities is obtainable via a quarterly Newsletter ([The Grapevine](#)) (<http://www.finchleyhorticulturalsociety.org.uk/newsletters/>), a [website](#) (<http://www.finchleyhorticulturalsociety.org.uk/>), a [Facebook](#) page: (<https://www.facebook.com/FinchleyHS/>) and a [Twitter](#) account ([@FinchleyHort](#)). At least one garden visit is organised each summer. The Society is affiliated to:

[The Royal Horticultural Society](#) (<https://www.rhs.org.uk/>)

and is a member of:

[The Barnet Allotment Federation](#) (<http://www.barnetallotments.org.uk/>)

The Federation of Middlesex Horticultural and Allotment Societies

[The National Allotments Society](#) (<https://www.nsalg.org.uk/>)

Information and magazines from the above are available at the Gordon Road Trading Hut, in the Green Room or on request.

Management

The General Committee of the FHS has overall responsibility for the allotments and authorises any expenditure. The Allotment Committee deals with the detailed running of Gordon Road allotments. Members are elected to these Committees at the FHS Annual General Meeting held each spring.

Terms and Conditions of Allotment Tenancy

The following clauses are the Society's terms and conditions for rental of allotments. They are subject to amendment by the Finchley Horticultural Society at any time.

For clarity, the following terms are used:





- 'The Society' means Finchley Horticultural Society.
- An 'Allotment' means any allotment plot or raised bed 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 General Committee of the Society. The Gordon Road Allotment Committee is specifically named where it applies.

The 'Tenancy agreement' means the agreement between the plot holder and the Society.

'The Lease' means the lease document between Barnet Council and the Finchley Horticultural Society.

- 'Officers of the Society' means The Chairman, Vice Chairman, Treasurer and Allotments Secretary.
- 'The site' means one of the following allotment sites managed by the Society

located at: Gordon Road, Finchley, London N3 1EL
Nethercourt Avenue, Finchley, London N3 1PS
Brent Way, Finchley, London N3 1AJ

- The use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
- Where an allotment is let to two or more tenants, all must be members of the Society; the terms and conditions in this document and the lease apply to each of them severally and individually.

A single invoice will be issued to the nominated plot holder, in the case of multiple tenancy, the whole sum due is payable at the beginning of the term of tenancy.

Basis of Tenancy

1. 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, fruit crops and flowers, for consumption by the occupier and their family. Tenants may use their allotments only for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment. With the exception of plots designated as Apiaries. (See: [Bees](#))

FAILURE TO COMPLY WITH ANY RULE MAY RESULT IN EVICTION

Society Membership

2. Tenants are required to be members of the Society for the whole period of their tenancy. Society Membership is also open to non-plot holders (e.g. plot holders' partners, family, friends and other gardeners). The Committee reserves the right to refuse membership. An annual membership fee is payable. All Society members are entitled to vote in elections at the Annual General Meeting.



Plot Rental

3. Annual allotment rents and service charges are due on 1st January. Rental is valid until 31st December. The invoice must be paid in full within 40 days of receipt of the invoice, after which the tenancy will automatically terminate on the 41st day.

4. On taking possession, every tenant shall pay the required rent and other charges at the time and place appointed by the Society - to the Secretary or other person authorised by the Society to receive it.

There are no refunds on early termination of a tenancy; however, if the next tenant takes possession before the 1st of January of the next tenancy period they may not be liable to pay for the overlapping period with the previous tenant.

If a tenant takes on an allotment part way through the year they are still liable for a full year's rental unless they take over from October; i.e. after the main growing season, from 1st April to 31st October.

If a tenant gives up a plot prior to the growing season, having paid the full rental for the year, they may be entitled to some refund at the discretion of The Committee

5. 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 allotments, and carry out works or repairs required or authorised by the Society or by the Council.

6. 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).

7. If any notice is served by the Society in respect of any breach of the terms of the Tenancy Agreement, the tenant shall immediately comply with such a notice and carry out any work required by the notice.

8. Tenants must not:

a. Transfer, assign, sublet, part with possession of, or otherwise deal with the whole of or any part of the allotment, or with any interest in it.

b. Grant or purport to grant any right, interest, licence or easement in or over or under the allotment.

c. 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.

d. Encroach or trespass, or allow others to encroach or trespass, upon another tenant's allotment or encroach or trespass onto any path, road or communal space.

e. Cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the Society.



Tenants must:

9

- a. 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. (What this means is that if you do something or fail to do something you should have done which causes a cost to the Society you, the tenant, will have to pay the cost).
 - b. 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.
 - c. Co-operate as far as reasonably possible with the Society and its officers in ensuring the efficient, effective and harmonious running of the site.
 - d. Help run the Society and/or the sites as may be reasonably required by the Society.
 - e. Inform the Society immediately of any change in their address or other contact details.
10. The Society is not responsible, except as required by law, for any loss, theft, damage or injury to any persons or property on the allotment sites, and all persons who enter the sites do so at their own risk.
11. 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.
12. Tenants are personally responsible for the upkeep of their allotment - whether solely or with the assistance (paid for or otherwise). Cultivation is defined as the physical working of the ground for the production of crops, defined as vegetables, flowers, fruit bushes, fruit trees and herbs; or maintained as designated Apiary or Wildlife plots.

In particular:

- a. Tenants must keep their allotments in a good state of cultivation to the satisfaction of the Society.
- b. Their plot must be kept reasonably free from weeds and imported litter. An area that is cleared of weeds yet remains uncropped or unplanted during any one year will be considered to be non-cultivated, at the discretion of the Society.
- c. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from weeds. This is a communal responsibility.
- d. The Allotment Committee, and/or their representatives, may carry out unannounced plot inspections on all sites.



The tenant may be issued with a notice for action to be taken as a result of any inspection. In particular health and safety will be addressed in any inspection and the tenant will be required to comply with any issues that are found to be in contradiction of any rule.

e. A three month probationary period will be applied to any new tenant. See: [Termination of Tenancy: Clause 40c](#))

Tenants must not:

13

- a. Plant, or allow to grow, any new hedges or erect any new fencing, walls or other barriers around their allotments.
 - b. Use barbed or razor wire or the like for any purpose.
 - c. Erect any notices or advertisements without prior agreement of the Allotment Secretaries.
 - d. Store petrol or gas cylinders (of any kind or size) inside a shed or other structure. Paraffin may be kept in sheds but is limited to one can in a container designed to hold paraffin.
14. 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.

Bonfires and Waste disposal

Wood and dry plant material

15. A communal bonfire site is provided at the bottom of the Gordon Road site (see map) and tenants may use this for the disposal of woody and dry plant material only. This is under the charge of a specified volunteer who manages this area and is in charge of the fires lit here.

Bonfires may be lit by tenants on their allotments only:

- a. on the first Wednesday of each month during the months May to September, and
- b. on any day during the months October to April.

Bonfires must be kept under control at all times and not left unattended, and must be completely extinguished before the tenant leaves the site.

No plastic of any sort may be burnt

Under no circumstances must petrol must be used to start a bonfire or any fire at any time. Failure to comply with this rule may result in immediate eviction.



Compostable Waste

16. Tenants must dispose of their own green waste either on their allotment (by composting material in a bin or heap) or by taking such waste off site for disposal. Gordon Road tenants must not place any garden refuse or plant waste anywhere other than on their own plot and never in the grey wheelie bins.

Other Waste

17. Plot holders must not bring or allow any domestic or commercial waste on to the site. The allotments must not be used as a place to dump rubbish.

The following are provided at:

Gordon Road:	Grey wheelie bins are provided for non-green waste.
Nethercourt Avenue:	Green wheelie bin for pernicious weed waste only
Brent Way:	Grey Wheelie bin for general waste and Green wheelie bin for green waste only.

Sheds and Other Fixtures

18. Tenants wishing to erect a greenhouse, a shed or similar structure on their allotment must first seek permission from the Allotments Secretary. Moreover, tenants must not build or allow to be built on their allotments:

a. Any other permanent structures; e.g. paving or concrete paths, or brick built structures other than for paths or foundations.

b. Any temporary structures exceeding 2.5 metres in height

19. The total area of all temporary structures on a single (allotment) plot including; sheds, greenhouses, poly tunnels and the like, may not exceed 20% of the area of the (allotment) plot and must be built and maintained to a reasonable standard, (as stated in the lease). Within the 20% allowance the total area of a poly tunnel may not exceed 10% of the area of the (allotment) plot and may not adversely affect the daylight available to the adjoining plot. This may be varied in the case of existing structures.

20. The Society encourages tenants to purchase a prefabricated shed, greenhouse or polytunnel. However, if the tenant wishes to build their own from suitable material it must comply with the above measurements and be safe and sound. The finish must be in keeping with the surroundings, treated with a suitable preservative or painted dark green or brown.

21. Any exposed, concreted areas on an allotment, such as paths, must not in total exceed 10% of the total area of the permitted structures as point 18 above.

22. 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 at their own cost.

23. 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 property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement at their own expense. 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 outgoing tenant, who shall upon demand pay to the Society the amount of such expense.

Trees

24. 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.

25. 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 5 metres in height. No fruit trees of any size or type nor any thorny or spiny plants may be planted in a raised bed.

26. All trees must be regularly inspected and properly maintained to the satisfaction of the Society.

Paths, Roads and Boundaries

27. Tenants must keep in repair and tidy, to the satisfaction of the Society, every path bordering their allotment, and keep any hedges and 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.

28. All paths must be kept free from obstruction at all times, and always maintained in good order at a width of no less than 0.6 metres (2ft).

Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for maintaining it properly except that, by mutual agreement the tenants involved may agree that one or other of them will be solely responsible for maintenance of the path. Weed killer must not be used on communal paths, which must remain as growing grass, other than when it is constructed of another material.

Paths between raised beds must be maintained by the tenant, weed and obstacle free and with no protrusions on the sides of the beds to allow wheelchairs to pass without hindrance.

29. Where an allotment borders on the boundary of the site the tenant is required to maintain a clear pathway of 0.6m/2ft between their allotment and the boundary fence of the site, and shall keep the fence clean of vegetation.

30. Tenants may not use carpet as a ground or path covering.



31. 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 and Bees

32. No livestock, including rabbits and poultry other than bees, may be kept on allotments.

Bees

Bee hives are located at the Gordon Road site on designated plots. These are looked after by a group of plot holders who are trained beekeepers (lead by the Apiary Manager) and who have an agreement with the Society about the management of this area. A 2m (6f) high fence ensures that the bees fly high to avoid flight paths crossing allotment plots. Society first aid kits include WaspEze to alleviate any stings, but if you are allergic to bees you should take your own precautions and we advise carrying an EpiPen at all times.

33. Bees may be kept provided they are within the allotment(s) allocated for this purpose, but the Society must first be satisfied that the tenant and/or the beekeeper is suitably qualified to care properly for them and that the following conditions are satisfied:

- a. The beekeeper should have undertaken a recognised course of at least one year's duration, covering both theoretical and practical hands on training, to a good level of competence;
- b. The beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages;
- c. Any bees brought onto the allotment should be of good temperament and kept that way;
- d. The beekeeper will be a member of and work with the recognised bee group and comply with any direction from the Apiary Manager as elected by The Society, and act in accordance with the Apiary Protocol and the Apiary Tenancy Agreement.

Water

34. Hosepipes may be used on the site, subject to water company regulations. **Hoses must have a sprinkler gun attached and be held in the hand at all times; must totally turn off when let go; must not be left unattended and must be detached from the tap after use.** Non hand held sprinklers, irrigation systems and the like are forbidden, except where provided by the Society for its raised bed area. These also must not be left running when not attended.

Containers or watering cans used for weed killers, insecticides or fertilizers or other chemicals, must **not** be cleaned or dipped into the water tanks.

The covers on the water tanks must be replaced after removal, for health and safety reasons.



Care of the Site

35. Tenants must not:

- a. Remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand.
- b. Dig or permit to be dug any pits, shafts, wells or ditches.
- c. Import, store or allow on the site any soil, or material from an external source, or any rubbish, or other materials, or items which are not connected with the proper or lawful use of the site or which are likely to damage the horticultural quality of the site.
- d. Deposit any manure, refuse, or other material of any kind on the roads, tracks, paths, 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, within 8 days. Piles of ordered manure must be removed from paths and driveways within 8 days of delivery. Failure to clear any deposited material on any communal pathway may result in forfeiture of the material or a fine of no greater than £1 per day.
- e. 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. No vehicle is permitted to be left on site overnight.
- f. Interfere in any way with any material, plant, equipment, building or installation owned by the Society, or the Council, or the Public Services unless authorised to do so by the Society. Such action could result in eviction from the site.
- g. Remove any of the Society's plot numbering stakes from their existing positions.
- h. Under no circumstances should keys or entry codes be given to any person other than a family member of the plot holder. Such action may result in eviction.
- i. Permission is required from the Allotment Secretary for any deliveries or collections to or from the site(s) and a plot holder must be present to allow ingress or egress to and from the site, i.e. no key or entry code may be given to any delivery or collection drivers.

Keys and Visitors

36. Tenants must:

- a. Pay a deposit for their key to the site returnable upon termination of their tenancy.
- b. If renting a Raised Bed, tenants must pay a deposit for their key to a Raised Bed Storage Box returnable upon termination of their tenancy.
- c. Lock the gates (applicable to Gordon Road and Brent Way) after entering or leaving the site, even if they are found to be open or unlocked; unless on a Sunday morning at Gordon Road when the



Trading Hut is open from 10.30 am to 12.30 pm, or otherwise when there is an open event when the gates may be left open.

- d. 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.
- e. The Society shall have the right to refuse admittance, or to eject from the site, any person other than a tenant, Society member, or a member of his/her family or household to the allotment unless accompanied by the tenant or a member of his/her family.
- f. 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 also must be returned at the end of the tenancy or on demand. Refunds for keys are only applicable to keys that have been returned.
- g. Report to the Allotments Secretary or any Committee Member any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.
- h. Dogs must be kept on a leash whilst on the site. They must not be allowed to foul or cause damage to any allotment, or cause annoyance (e.g. incessant barking).

Termination of Tenancy

- 37. 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.
- 38. The Society or the tenant may at any time terminate a tenancy by giving 12 months' notice in writing to the other expiring on or before the sixth day of April or on or after the 29th 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.
- 39. In the event of the death of the tenant, the tenancy shall terminate three months after the date of the death except that the tenancy may be terminated sooner by agreement with the Society.
- 40. 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's previous notice in writing to the tenant:
 - a. whose rent is in arrears for 40 days or more, whether legally demanded or not, or
 - b. who is in breach of any other agreements, covenants or obligations (including but not limited to the covenants in clauses 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.
 - c. Who has not performed substantial cultivation of a plot within 3 months of taking up a tenancy.



41. The Society may terminate the tenancy of any allotment on not less than one month's notice in writing if it shall at any time 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.
42. This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the Council shall terminate.
43. 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 terminated by the Society by three calendar months' notice in writing.

Compensation

44. Before taking possession of the land, every member shall pay to the Society or to the outgoing tenant, as the case may be, any charge due in respect of compensation, adaption or other matters.
45. The Society may be entitled to recover from the tenant on his or 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.
46. The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation.

Breaches and Disputes

47. In the case of any member charged with a breach of these rules, the matter shall be referred in writing to the General 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 reasonably consider necessary.
48. The Society reserves the right to exclude from the site without notice, pending consideration of the matter by the Committee, any tenant or other person who is accused of gross misconduct including (but not limited to):
- a) causing serious damage to any allotment or to the crops thereon or to any communal areas or
 - b) while on the site, damaging or misappropriating the property of any other person or of the Society or
 - c) assaulting or threatening any person on the site.
- Any failure to comply with such an exclusion instruction may be regarded as gross misconduct.
49. Cases of dispute between two or more tenants shall be referred to the General 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 reasonably consider necessary.

Complaints must first be submitted in writing to the appropriate Allotments Secretary. Verbal complaints will not be acted upon by the Committee. Complaints will be referred to the next scheduled General Committee meeting. The Committee may, unless resolved already:



- a. Require such further information in writing from any other person or persons and then give a written notice of their decision to the plot holder;
 - b. Consider the matter to be outside the scope of the Committee and refer the complaint to an independent arbitrator whose decision will be final.
 - c. In the event of a serious complaint being upheld, the Society, at its discretion, may terminate the plot holder's tenancy.
50. Any party to a breach or dispute may appeal against any decision made by the Committee within 14 days after the decision is notified to him/her. The appeal shall be made in writing to a person or persons appointed by the Committee or such person or persons as they shall designate to make this appointment. The person or persons who considers the appeal shall be independent of the management of the Society and of the management of the site. Such person or persons shall give the said parties a due consideration before arriving at any decision on the appeal and may invite the parties to mediation of the dispute for a final decision with no further route of appeal.

Warning Procedures

51. Finchley Horticultural Society is committed to ensuring their sites remain safe, vibrant and fully utilised. To this end it keeps a close eye on plot holders' progress. Tenants are required to actively cultivate to a good standard (see clause 12). Tenants who fail to cultivate their plot may be sent:
- a. Non-cultivation warning letter: This is likely (but not exclusively) to impose a 30-day deadline for the required level of cultivation to be achieved. Failure to achieve this, in the opinion of the Committee, may result in the plot holder's tenancy being terminated.
 - b. General warning letter: Tenants who break any other terms of their Tenancy Agreement may receive a verbal warning with, if appropriate, a deadline to rectify an issue. This may be followed by a formal written warning and, if appropriate, a deadline to rectify an issue. Failure to comply may result in termination of the tenancy.
 - c. May be summarily evicted for gross misconduct e.g. vandalism, theft or causing harm to a person or property when the police could be called.
52. Plot holders with mitigating circumstances, such as a medical condition, must inform the Allotments Secretary as soon as the problem significantly curtails their ability to cultivate their plot.
53. The plot holder may be offered a smaller or more manageable plot. If a plot holder declines to move and goes on to receive a second Non-Cultivation Warning Letter within 12 months of the first letter, the tenancy may be terminated after the expiry of the period for compliance set out therein.

Letters and Notices

54. Any letter or notice required to be served under these terms and conditions may be served by hand, by pre-paid first class post or by suitable electronic means:



- a. On the tenant either personally or by leaving it at his/her last known place of abode or by pre-paid letter addressed to him/her, or failing that, by fixing the same in some conspicuous manner on the allotment.
- b. On the Society by addressing it to the Allotments Secretary for the time being of the Society at the Society's published address for correspondence.
- c. Notices directed to all tenants may be served by first class post, e-mail, by posting them prominently on the Society's outdoor site notice boards or similar display space, or by including them in any newsletter or journal distributed by the Society to all of its members.

Data Protection

55. 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 its sites and will not be disclosed to third parties unless the Society is required to do so by law or in compliance with its legal obligations. The tenant may inspect the information held by the Society about him/her on request.

Fire, Theft and Site Security

In the event of a fire in any building the Emergency Services should be called.

You are advised **not to** keep valuable items on site. Tenants who keep items on site (either inside or outside a shed) do so at their own risk. The Society does not accept responsibility for the theft, loss or damage to tools, crops, structures, sheds, greenhouses, vehicles or any other possessions.

Finchley Horticultural Society advises tenants to have their tools marked with their postcode or smart water. Don't leave tools lying around when you are not on your plot or on paths. They may cause an accident or be stolen. Keep canes and hoses tidied away when not in use. Hose pipes must not be left on any communal path; they may constitute a trip hazard. Report all break-ins, thefts, vandalism, breaks in the boundary fence and any other incident to the Security Officer or Site Representative in the case of Nethercourt Avenue and Brent Way.

It is essential to ensure that gates to the sites are locked on entering and leaving the site. This includes the side entrance gate of Gordon Road. If you use the mowers ensure the door is locked when you have put the mower away. Approach strangers on the site with caution and get help if in doubt. All unauthorised persons on site should be asked to leave and if they refuse, contact the Police. For 24hr contact and emergency response telephone 999 or 101 to contact the Police if action is required. Crime incidents can be reported on line at:

www.online.met.police.uk

First Aid and Accidents

First aid kits are kept in Gordon Road in the Green Room, a smaller kit is available in the large poly tunnel and the Piggery Tea Hut, and at Nethercourt and Brent Way in the site huts. All accidents should be recorded in the Accident Books, kept with the main First Aid Kits.



In the case of any serious accident or illness the Emergency services must be called.

Chemicals

Use chemicals sparingly to protect the environment and wildlife. Take care to confine any spraying to the intended area within the confines of your plot. Avoid spraying on a windy day.

Children

Children related to plot holders are permitted on all allotment sites but must be supervised by their parents or a responsible adult at all times. Children must not trespass on other people's plots. Ball games are not permitted.

Site Facilities

Tools and Equipment

Equipment provided by the Society for the use of the plot holders must be used correctly and responsibly. There are lawn mowers for communal use on all three sites. Please note that training is required before a plot holder may use any mechanical equipment.

Wheelbarrows are available for communal use. **Please note** the plastic wheelbarrows are **not** to be used to carry hard and/or heavy materials, e.g. stones, concrete, metal etc.

Other tools may be available locally but these will be indicated to you and all tools must be used in accordance with health and safety rules. Please note if you cause damage to the tools or equipment or cause something to be damaged by the equipment or tool you may be liable for the repair costs

Raised Beds

An area at the bottom of the Gordon Road site has a series of 16 raised beds specially constructed for people who cannot garden at ground level and for school children. They are complete with compost, tool storage and water taps and an irrigation system. Paving around 12 of these beds allows wheelchair users to have easy access. Anyone who is physically disabled and would like a bed here should apply to the Allotments Secretary. Four raised beds are reserved for use by designated schools. Pupils visit the site (always accompanied by teachers and parents) to learn about gardening and growing food.

A parking area is provided next to the first bed for the exclusive use of raised bed tenants. Two compost bins at the end of the raised bed area are for use by raised bed tenants. The log cabin is provided as a shelter and temporary classroom for the raised bed tenants but may also be used by all tenants at. The door lock code is available from the Allotments Secretary. There is a small library of gardening books donated by the estate of and in memory of Sylvia Elkington a former member of the FHS. Please do not take any of these books out of the cabin. Please leave the cabin in a clean and tidy state after use.

Greenhouses, Polytunnels and Communal Storage Buildings

Gordon Road: There are a range of Society owned polytunnels and greenhouses. Please be aware that these are exclusively for Society use. Please do not put any of your own plants in them. These



are generally out of bounds unless you are working in them for the Society. At certain times of the year they may be heated so if you have reason to go into these structures, always ensure that the door is shut properly and securely behind you.

Brent Way: There is a communal Greenhouse and a small pavilion.

Nethercourt Avenue: There is a communal garage.

Trading Hut

The Gordon Road Trading Hut is open for sales from 10.30 am - 12.30 pm every Sunday from mid March to July, and September to mid October. A wide range of horticultural supplies, fertilisers, potting composts are available at competitive prices to Society Members only.

Refreshments Facilities

The Piggery is a raised area partially under cover with communal seating area, in the centre of the Gordon Road site. There is a hut there with tea-making facilities. The water is cut off in the winter months from November to April but electricity is available all year round. Please leave this area in a clean and tidy state and remove your rubbish and place in the grey bins next to the Trading Hut. Organic waste can be composted on your compost heaps. Tea, coffee and sugar are available but you will need to bring your own milk.

There is a barbecue area in this location which is available to all plot holders. Please apply to the Allotments Secretary if you wish to use this area for your personal use.

‘The Green Room’ and its facilities are available throughout the year for all plot holders. It is adjacent to the Trading Hut. This has a continuous water supply and there are basic cooking facilities including a kettle, electric heating rings, a microwave oven and fridge freezer, which is left on at all times.

A contribution is requested if you use the tea/coffee/biscuits supplied by the Society. Please leave all refreshment facilities clean and tidy including washing up any used crockery and wiping down any surface spills. Please close the doors of the cupboards, fridges and leave the plugs in of fridges and pipe heating coils where they exist. Failure to do this may cause the pipes to burst in freezing weather.

Special Deliveries

Straw may be purchased in bales once a year for delivery in the spring. Plot holders will be emailed when to place their orders and when the bales arrive.

Manure can be purchased by the load or half load. This is usually delivered to Gordon Road in November. It must be moved off paths and on to plots within 8 days. All debris must be cleared off the paths by the people who have ordered it.

Wood chip is provided free of charge at Gordon Road and is available on a regular basis from a heap placed just off the main path. Take care to keep this pile from spreading on to the paths.





Compost is provided free of charge. It is supplied by London Waste Limited under the auspices of the North London Waste Authority. It is made at the EcoPark in Edmonton from kitchen and garden waste and contains no artificial additives. It has high plant nutrient levels. It has been composted at high temperature and contains no viable plant material. It does contain small fragments of rubbish and twigs which you will need to pick out. You are requested not to take more than 10 normal sized wheelbarrow loads per delivery per plot.

Wildlife

There is a communal wildlife plot at Gordon Road (Number 8A). This has a small pond, wildflowers, open compost heap, and slow worm refuges. Take care not to disturb the wildlife here. Do not plant or introduce anything without consulting the Wildlife Officer who manages this plot for the Society. Do not pick apples from the trees: these will be made available to plot holders in trays in front of the shop when in season.

Slow worms are frequently found on the Gordon Road site. These snake-like reptiles are actually legless lizards. They are not venomous and are totally harmless. Please do not harm them; they are beneficial to gardeners as they eat slugs. **They are a protected species - it is an offence to handle them.**

Wildlife is being put in danger by gardeners continuing use of peat-based products, slug pellets and pesticides. If you have to use these, please try to use as little as possible.

Toilet

At Gordon Road there is a permanent, environmentally friendly, composting toilet just off the central pathway. Please keep this clean and tidy. **Never pour water into the bowl as this harms the system.** Small children must be supervised when using this facility.

Electricity

There are two electric supply points situated on the main paths at Gordon Road. These can be used for tools but not heaters. You may not use electrical tools on the site without a Residual Circuit Breaker. Take care to follow safety precautions and manufacturer's instructions. Be particularly careful of trailing cable.

Water

Water points are provided for plot holders' use on all sites. Any leakage from pipes and taps must be reported as soon as possible. Do not throw or allow children to throw debris into the tanks. Always check that all taps are turned off and hoses disconnected before leaving the site. The water supply is turned off in winter when there is a risk of frost and turned on in spring after the risk of frost has passed. Hosepipe bans and other water use restrictions will be posted on the Notice Boards from time to time.

Events

There are a number of events held throughout the year at the Gordon road site open to all members, family and friends and two events open to the general public. The public events are a Plant Sale held in May to raise funds and offer a wide selection of plants to members and gardeners of Finchley and





beyond and an Autumn Event is held in September when produce from the allotments is on display and for sale. The latter is a fund raising event for charity. Our "Socials" include events such as a summer barbecue, bonfire party in November and a Christmas Social.

The sites are entered every July into the BAF Allotment Site and Plot Competition. All plot holders are required to make a special effort to ensure that their plot and paths are tidy and in the best possible condition at this time.

Other Information

Plot Measurement

All allotments are measured in poles. This relates to ancient measurement methods as below:

22 yards = 1 chain

5.5 yards = 1 rod, pole or perch

30.25 sq yards = 1 square rod, pole or perch 4 poles = 1 chain 40 poles = 1 furlong

One pole is almost exactly 5 metres. A square pole is close to 25 square metres.

[Back to the top ↑](#)



Ground Plans for Brent Way and Nethercourt Avenue Allotments



