

**MILL HILL GARDEN AND ALLOTMENT
SOCIETY LIMITED**

**ALLOTMENT SITE
HARTLEY CLOSE, MILL HILL, LONDON
NW7 2HY**

**HANDBOOK FOR
Members**

**(including terms and conditions of plot holders Tenancy
Agreements)**

MILL HILL GARDEN AND ALLOTMENT SOCIETY LIMITED

INTRODUCTION

Welcome to our Allotments. This Handbook has been produced to provide all Members at the Site and particularly Tenants with their conditions of Tenancy and other essential information including general advice and regulations.

The Site is 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.

The Company is affiliated to The Royal Horticultural Society and is a Member of The Barnet Federation of Allotments and Horticultural Societies. The Company has a website at <http://www.mhgas.btck.co.uk/Allotment> (the "Website") where relevant information and notices are posted. The Company provides, amongst other things, newsletters, holds an annual show, plant sale and other events.

The Trading Hut at the Site is open on Thursday and Sunday from 10.30 to 12.00 for the sale and purchase of horticultural supplies and on Thursday mornings at the same time there is a cafe. The Trading Hut is a focal point and is well used by all Members.

MANAGEMENT

The Site is managed on a day to day basis by the Directors of Mill Hill Garden and Allotment Society Limited which is a not for profit company formed for the purposes of self management. The Directors of the Company are all volunteers whose current details are set out at at **Appendix 1** of the Handbook along with other the Secretary and Trading Hut Secretary. Details of the Directors and Secretary can also be found at the England and Wales Companies House website along with details of the registered office. The Directors meet on a regular basis and have overall responsibility for the Site and authorise any expenditure.

Members of the Company comprise those that have a plot at the Site ("Tenants") and those that do not have a plot ("Non Tenants"). Both Tenants and Non Tenants visit the Site and participate in events. For this reason the Handbook also governs use and access to the Site by all Tenants and Non Tenants.

The Constitution of the Company is set out in the Company's Articles of Association which is on the Website, alternatively there is a copy on the notice board at the Trading Hut at the Site or it can be viewed by arrangement with a Director.

The Directors are not required to resign each year or by rotation however an election process does take place each year at the Company's Annual General Meeting which is usually held in March. At the AGM Members are invited to nominate themselves or other Members as candidates. All candidates names should be supplied to Members with the notice of the relevant meeting in accordance with the Constitution.

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TERMS AND CONDITIONS

The following clauses are the Company's terms and conditions for rental of an Allotment and for Members access to the Site. They are subject to amendment by the Company at any time.

For clarity, the following terms are used:

'Additional Rent 1' means water charges payable by the Tenant.

'Additional Rent 2' means any other charges payable by the Tenant.

an 'Allotment' means any Allotment plot or raised bed rented from the Company

'the Council' means the London Borough of Barnet

'the Company' means Mill Hill Garden and Allotment Society Limited

'the Directors' means the Directors registered at Companies House for the Company

'Financial Year' means 1 January to 31 December (the Company's Financial Year)

'the Lease' means that made between the Mayor and Burgesses of the London Borough of Barnet and the Company dated 2 December 2013

'the Site' means Hartley Close, Mill Hill, London NW7 2HY (**see Appendix 3**)

the Tenant' means the named current holder(s) of an Allotment

“Member” means Member of the Company who are Tenants and Non Tenants

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 the terms and conditions in this document apply to each of them.

Basis of Tenancy

1. Allotments are let to a Tenant solely as provided for in the provisions of the Allotments Acts 1908 to 1950 as Allotment garden tenancies and the provisions of those Acts apply accordingly. An Allotment is to be wholly or mainly cultivated by the Tenant for the production of vegetables, fruit crops and flowers, for consumption by the Tenant and his/her 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.

Membership

2. Tenants are required to be Members of the Company for the whole of the period of their Tenancy. Membership of the Company is also open to non-Tenants (eg Tenants’ partners, family, friends and other gardeners). The Directors reserve the right to refuse Membership. An annual Membership fee is payable (currently £10.00) which sum is payable on or before 1 April in each Financial Year. The amount of the annual Membership subscription and /or the date on which it falls due in each year may be varied by the Members by way of ordinary resolution at an annual or extraordinary general meeting.

For other Membership provisions please see the Articles of Association of the Company.

Plot Rental

3. The Rent and Additional Rents 1 and 2 are payable in advance by 1 April each year. Any Tenant who is **30** days in arrears with Rent and/or Additional Rent 1 and 2 automatically forfeits their Tenancy of an Allotment on the 31st day subject to one month’s notice.

4. Before taking possession, every Tenant shall pay the required Rent and Additional Rent 1 and 2 in advance on the day, time and place appointed by the Company to the Plot Secretary or other person authorised by the Company to receive it, whether legally demanded or not.

5. The Council and the Company, 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 works or repairs required or authorised by the Company or by the Council.

6. Tenants must not do nor allow anything in relation to the Tenant’s plot or the Site which is inconsistent or in breach of their Plot Tenancy Agreement, the provisions set out in this Handbook, the Articles of Association, the Lease or as may be notified to Members or as those documents referred to above may be varied from time to time. All documents can be made available for inspection by the Tenant or Non Tenant on demand in writing to the Plot Secretary.

7. If any notice is served by the Company in respect of any breach of whatsoever nature the Tenant shall immediately comply with such a notice and carry out any work required by the notice.

8. A Tenant must not:-

- a. Transfer, assign, sublet, part with possession of, or otherwise deal with the Allotment or any part of it 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 Company, to other Tenants/Members or to the owners or occupiers of other property in the neighbourhood.
- d. Encroach or trespass, or allow others to trespass, upon another Tenant's Allotment or encroach 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 Company.

9. A Tenant must:-

- a. Indemnify and keep indemnified the Company, its Directors, Members and servants from and against all costs, claims, demands, proceedings, expenses and payments of whatsoever nature 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 Company you, the Tenant, will have to pay the cost).
- b. Inform the Company 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 Company and its Directors in ensuring the efficient, effective and harmonious running of the Company, the Site and the activities of the Company. For this purpose Tenants are asked to donate throughout the course of their Tenancy four hours of their time per Financial Year towards this work ("the Work"). The Directors arrange meetings for working parties for the Work on a regular basis. Notices of meetings can be found on the Notice Board at the Trading Hut or on the Company Website or by asking any Director. It is up to a Tenant to enquire about meetings and to volunteer for Work. A Tenant who does not participate in the Work in any Financial Year will be required to pay an Additional Rent 2 of £40 per year by 1 April follow their failure to participate in the preceding Financial Year ending 31 December.

For example Additional Rent 2 may be demanded for the first time from 1 April

2021 in respect of a Tenant's failure to carry out Work in the Financial Year 1 January 2020 to 31 December 2020. Additional Rent 2 will be charged as decided by the Directors who will have complete discretion and take into account, amongst other things, previous long service, age and medical circumstances.

d. Inform the Plot Secretary immediately of any change in their address or other contact details.

10. The Company is not responsible except as required by law for any loss, theft, damage or injury to any persons or property on the Site and all persons who enter the Site do so at their own risk. Members and their visitors are responsible for the control, supervision and safety of any children who they bring on to the Site whether their own or those of other people. It is imperative that children remain on the plot or area they are visiting and are not a nuisance to other Tenants. Supervisors must ensure care is taken especially in respect of tools and open water tanks.

11. Tenants shall observe and perform any special condition which the Company considers necessary to preserve the Allotment or the Site 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

12. Tenants are personally responsible for the upkeep of their Allotment - whether solely or with the assistance (paid for or otherwise) of their partner, family member(s) and/or others. 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.

a. Tenants must keep their Allotments in a good state of cultivation to the satisfaction of the Company.

b. Their plot must be kept reasonably free from weeds and rubbish. An area that is cleared of weeds yet remains uncropped or unplanted during any one year will be considered to be non-cultivated.

i. 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 home with them for disposal in their own green wheelie bin. Tenants must not place any garden refuse or plant waste anywhere other than on their own plot. Should the directors have to remove any such waste whatsoever from a plot, it will be at the tenants cost.

d. The Directors will carry out two unannounced plot inspections a year: one in spring, another in late summer.

13. A Tenant must not:

a. Plant, or allow to grow, any hedges or erect any fencing, walls or other barriers around their Allotments without prior consent in writing from the Plot Secretary.

b. Use barbed or razor wire or the like for any purpose.

c. Erect any notices or advertisements.

d. Store petrol or gas cylinders or other flammable material (of any kind or size) inside a shed or other structure.

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 Company 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.

15. Members must not occupy, reside, dwell at the Site overnight between the hours of 22.00 hours and 06.00 hours.

Bonfires

16. Bonfires may be lit by Tenants on their Allotments only on the dates posted on the notice board outside the Selwyn Hall by the entrance in Hartley Close. Bonfires must be kept under control at all times and not left unattended, and must be completely extinguished before the Tenant leaves the Site.

Sheds and Other Fixtures

17. Tenants wishing to erect a structure on their Allotment must first submit a plan & request in writing to the Plot Secretary, so Directors consent may be granted. Moreover, Tenants must not build or allow to be built on their Allotments:

a. Any permanent structures;

b. Any temporary structures exceeding 2.5 metres in height

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

19. The Company encourages Tenants to purchase a prefabricated shed or greenhouse. 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.

20. Any exposed, concreted areas on an Allotment, such as paths, must not in total exceed 10% of the total area of the permitted structures.

21. 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.

22. Upon the termination of the Tenancy of an Allotment the Tenant shall, if required to do so by the Company, 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 Company 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 Company the amount of such expense.

Trees

23. 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.

24. 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.

25. All trees must be regularly inspected and properly maintained to the satisfaction of the Company.

Paths, Roads and Boundaries

26. Tenants must keep in repair and tidy, to the satisfaction of the Company, 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 Company has agreed to maintain in good order.

27. 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 0.6 metres (2ft) the path between their Allotments 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. Weedkiller must not be used on communal paths, which must remain as growing grass and free from obstruction at all times.

28. Tenants may not use carpet as a path covering.

29. The Company 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 recalculate the rent if it believes this to be necessary to promote the efficient and effective management of the Site.

30. Where an Allotment borders on the boundary of the Site the Tenant is required to maintain a clear pathway between their Allotment and the boundary fence of the Site, and shall keep the fence clean of vegetation.

Livestock and Bees

31. No livestock, including rabbits but excepting bees, may be kept on Allotments. Poultry may be permitted at the discretion of the Directors. Directors' permission must be sought

and obtained in writing. The Directors' permission can be revoked at anytime by the Directors as they think fit, giving 30 days notice.

32. Bees may be kept provided they are within the Allotment allocated for this purpose, but the Company 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;
- e. Donate 10% of honey produced to the Society in lieu of rent for the bee plot.

Water

33. 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, water containers raised above 1 metre and the like are forbidden, except where provided by the Company for its communal garden. Containers or watering cans used for poisons, insecticides or fertilizers must not be cleaned by dipping into the water tanks.

Care of the Site

34. Members 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, fill 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. Bring any domestic or commercial waste on to the Site. The Allotments must not be used as a place to dump rubbish.
- e. Deposit any manure, refuse, or other material of any kind on the roads, track, paths, or anywhere on car-parking areas, in watercourses or on communal land except with the prior agreement of the Company in writing and provided the cleared

promptly. Piles of ordered manure must be removed from any communal area within 24 hours.

f. 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. Only one car allowed per plot. Visitors must park off site.

g. Interfere in any way with any material, plant, equipment, building or installation owned by the Company or the Council, unless authorised to do so by the Company.

h. Remove any of the Company's plot numbering stakes from their existing positions.

Keys and Visitors

35. Members must:-

a. Lock the main Site gates after entering or leaving the Site, even if they are found to be open or unlocked (except on the days and at the times when the Trading Hut is open for business).

b. 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 gate is locked securely before and after.

c. All vehicles, bikes and equipment of whatsoever nature are brought on Site at Tenants' and Members' risk.

d. The Company shall have the right to refuse admittance, or to eject from the Site, any person who is not a Member unless that person is accompanied by a Member.

f. Return at the end of the Tenancy all gate and other keys whether provided by the Company or not.

g. Report to the Directors any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

h. Control dogs. Dogs are not allowed on the Site unless they are kept on a lead at all times and in the control of the owner. Members should be aware that failure to comply may lead to a termination of their Tenancy/Membership.

i. Keep locked the hut(s) used to store any communal equipment. A key for the hut where the lawn mower or other equipment are stored can be obtained from the Machinery Secretary for a key deposit of £20.00 This key must not be duplicated and handed to any other person. Equipment should only be used by a Tenant or person authorised by a Director provided that person is competent to use the safety equipment, after they have read any relevant instructions and wear the relevant safety clothing.

Any equipment is used at the user's own risk. The person using it is responsible for signing an additional waiver confirming they agree to use the equipment at their own risk.

When returning the equipment if any defect is noted please note it on the clipboard
When signing the equipment back in. Also it is your responsibility to inform the Machinery Secretary.

Any key to the hut must be returned to a Director upon demand or at the end of a Tenancy.

The Member will be entitled to be reimbursed £20.00 (subject to any damage to equipment).

Termination of Tenancy

36. 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.

37. The Company may at any time and without cause terminate a Tenancy by giving 3 months' notice in writing to the other. The Tenant may at any time terminate a Tenancy by giving one month's notice in writing to the Directors at the registered office of the Company.

38. 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 Company.

39. The Company 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 or Additional rent 1 or 2 is in arrears for 30 days or more, whether legally demanded or not, or

b. who is in breach of any other agreements, covenants or obligations .

The Company may terminate the Tenancy of any Allotment at one month's notice 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.

40. This Tenancy shall terminate forthwith whenever any Tenancy or right of occupation of the Council shall terminate.

41. 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 Company by three calendar months' notice in writing.

Compensation

42. Before taking possession of the land, every Member shall pay to the Company or to the outgoing Tenant, as the case may be, any charge due in respect of compensation, adaptation or other matters.

43. The Company shall be entitled to recover from the Tenant on his/her vacating the Allotment on the termination of the Tenancy, statutory or other compensation in respect of any deterioration of the Allotment caused by failure of the Tenant to maintain it as required in this agreement.

44. 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

45. In the case of any Tenant/Member who has a complaint this should be dealt with in accordance with the Complaint's Procedure at **Appendix 2**

46. Notwithstanding the Complaint's Procedure the Directors reserve the right to exclude from the Site without notice, pending consideration of the matter by the Directors any Tenant/Member or other person who is accused of gross misconduct such as (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 stealing the property of any other person or of the Company or (c) assaulting or threatening any person on the Site. Any failure to comply with an exclusion instruction may be regarded as gross misconduct.

47. Cases of dispute between two or more Members shall be referred to the Directors in writing or such person or persons designated by them as they see fit. The Directors shall have the power to take such steps as they consider necessary.

48. Complaints must be in writing and should be dealt with in accordance with the Complaint's Procedure at **Appendix 2**.

49. In the event of a complaint being upheld, the Company at its discretion, may terminate the Tenant's Tenancy.

Warning Procedures

50. The Company is committed to ensuring their Site remains safe, vibrant and a fully utilised borough facility. To this end it keeps a close eye on Tenant. Tenants are required to actively cultivate to a good standard. Tenants who fail to cultivate their Allotment may be sent a:-

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 Directors may result in the Tenant's Tenancy being terminated.

b. General warning letter:

Tenants who break any other terms of their Tenancy Agreement (including the provisions set out in this Handbook, the provisions of the Lease and any other regulations) 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 final deadline to rectify an issue. Failure to comply may result in termination of the Tenancy.

51. Tenants with mitigating circumstances, such as a medical condition, must inform (in writing) the Plot Secretary or another Director as soon as the problem significantly curtails their ability to cultivate their Allotment.

52. The Directors may offer the Tenant a smaller or more manageable plot. If a Tenant declines to move and goes on to receive a second Non-Cultivation Warning Letter within 3 months of the first letter, the Tenancy may be terminated.

Letters and Notices

53. Any letter or notice required to be served under these terms and conditions may be served by hand, by pre-paid 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 prepaid letter addressed to him/her, or failing that, by fixing the same in some conspicuous manner on the Allotment site.
- b. on the Company by addressing it to the Plot Secretary for the time being or the Company at the Company's registered office.
- c. Notices directed to all Members/Tenants may be served by post, e mail, by posting them prominently on the Company's outdoor site notice boards or similar display space or by including them in any newsletter or journal distributed by the Company to all its Members.

Data Protection

54. Members contact details, Allotment history and other information relevant to their Tenancy and Membership of the Company may be stored on computer or otherwise. This information will be used only for the management and administration of the Company and its sites and will not be disclosed to third parties unless the Company is required to do so by law or in compliance with legal obligations. A Member may inspect the information held by the Company about him/her request.

Site Information

55. The following is for Tenants' guidance and 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. Square Feet are divided by 272.25 to give the amount of square poles.

The current charge for one pole is £10.00 less a 50% discount on the first 10 poles (i.e. a maximum of 5 poles) for Tenant's over 65 years of age at the start of a Financial Year.

Additional Rent 1 comprising water rates is pro-rated amongst the Tenants depending on the size of their Allotment plot and the total sum payable in the relevant Financial Year to the water authority. The current rate is £2.00 per pole.

Additional Rent 2 comprises the charge for failure to participate in the voluntary work scheme to help manage the work of maintenance on Site and the administration of the Company and is £40 (see 9(c) above).

Theft and Site Security

56. Do not keep valuable items on site. Tenants who keep items on site (either inside or outside a shed) do so at their own risk. The Company does not accept responsibility for the theft, loss or damage to tools, crops, structures, sheds, greenhouses, vehicles or any other possessions. The Company advises Tenants to have their tools marked with their postcode. Don't leave tools lying around when you are not on your plot. They may cause an accident or be stolen. Keep canes and hoses tidied away when not in use. Report all break-ins, thefts, vandalism, breaks in the boundary fence and any other incident to the Plot Secretary. It is essential to ensure that gates to the Sites are locked on entering and leaving the Site as set out in 35(a) above. If you use the mower/trimmer or any other equipment make sure you put the equipment away in the shed and lock the door. Loss or damage to communal equipment will be charged to any person found failing to use equipment in the correct manner or failing to properly secure equipment after use.

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. For less urgent matters contact the Mill Hill Safer Neighbourhoods team 0207 161 9335 or Colindale Police Station on 101. First aid kits are kept in the Trading Hut. All accidents should be recorded in the Accident Books, kept with the First Aid Kits.

Chemicals

57. 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.

Site Facilities

56. The following are available for communal use:

Wheelbarrows
Lawnmower
Strimmer

Trading Hut

57. The Trading Hut is open for sales from 10.00 am - 12.00 pm every Sunday and Thursday all year bar Christmas. A wide range of horticultural supplies, fertilisers, and potting composts are available at competitive prices to Members only. It is run by Peter Higgs 07837 127195 on behalf of Mill Hill Garden & Allotment Society Limited.

Refreshments

58. The Selwyn Hall is available for refreshments every Thursday morning 10.30am – 12.00. (This was formally the old Trading Hut)

Straw may be purchased in bales once a year for delivery in the spring.

Wood chip is provided free of charge and is available on a regular basis from a heap on the car park. Take care to keep this pile from spreading on to the paths.

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Gertrude Jeykyl Garden

59. There is a communal garden for the use of Members which Members are asked to maintain (see 9(c) above).

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

60. A composting WC is available for use, at the end of the car park. It must be kept clean and tidy by all who use it.

APPENDIX 1 DIRECTORS

Mrs Caroline Carey (Company Secretary)
68 Laleham Avenue
London NW7 3HL

Director - responsible for the Show
020 8959 6292
07775781218
stephenson5654@googlemail.com

Councillor John Robert Hart
11 Mount View
Mill Hill
London NW7 3HT

Director
020 8959 5182
John.hart6@yahoo.com

Mrs Mary Eagle
47 Flower Lane
Mill Hill
London NW7 2JN

Director - responsible for the Thursday Cafe
020 89591230

Mr Stephen Memery (Director - Treasurer)

296 Watling Avenue
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Middx
HA8 0NH

07970 718509
stevememery@gmail.com

NON DIRECTORS

Mr Jim Cowton
18 Brockenhurst Gardens
London NW7 2JX

020 8959 1568
Jimcowton9@gmail.com

Mr. Peter Higgs (Trading Secretary)
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London NW7 2EX

Responsible for the Trading Hut
020 8906 8724 / 07837 127195
higgspeter@btconnect.com

Mr. Robert Schaverien (Plot Secretary)
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London NW7 1QY

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NON DIRECTORS Contd.

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07886 273110
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Mrs. Ozgur Duzgunoglu, (Membership Secretary)
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Appendix 2

Complaints Policy of Mill Hill Garden and Allotment Society Limited

Mill Hill Garden and Allotment Society Limited ('MHGAS') views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person or organisation that has made the complaint.

1. Our policy is:

- A. To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint.
- B. To publicise the existence of our complaints procedure so that people know how to contact us to make a complaint.
- C. To make sure everyone at **MHGAS** knows what to do if a complaint is received.
- D. To make sure all complaints are investigated fairly and in a timely way.
- E. To make sure that complaints are, wherever possible, resolved and that relationships are repaired.
- F. To gather information which helps us to improve what we do.

2. Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of MHGAS.

3. Where Complaints Come From

Complaints may come from any person who is a member of MHGAS and/or as provided by clause 12 of the Lease made between Mayor and Burgesses of the London Borough of Barnet and MHGAS dated 2 December 2013.

A complaint should preferably be made in writing (by letter or e mail) but complaints made in person or by telephone may be accepted. If a complaint is made verbally a summary of the complaint should be sent in writing to the complainant for comment or agreement before any investigation is started.

Complaints will not be considered if the complaint is made more than six months after the event or decision complained about unless there is a good reason that prevented the making of an earlier complaint.

4. Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

5. Responsibility

Overall responsibility for this policy and its implementation lies with the Board of Directors.

6. Review

This policy is reviewed regularly and updated as required.

7. Publicised Contact Details for Complaints:

Written complaints may be sent to MHGAS c/o the Membership Secretary or the Plot Secretary i.e., Mrs. Sonia Tuban or Mr. Robert Schaverien respectively whose details are set out in Appendix 1.

Verbal complaints may be made by phone to any of the Directors listed in Appendix 1 to the Handbook.

8. Receiving Complaints

Complaints may arrive through channels publicised for that purpose.

The person who receives a phone or in person complaint should:-

- A. Write down the facts of the complaint.
- B. Take the complainant's name, address and telephone number.
- C. Note down the relationship of the complainant to MHGAS.
- D. Tell the complainant that we have a complaints procedure.
- E. Tell the complainant what will happen next and how long it will take.
- F. Where appropriate, ask the complainant to send a written account by post or by email so that the complaint is recorded in the complainant's own words so that a summary of the complaint can be agreed before the investigation is started.

For further guidelines about handling verbal complaints, see Appendix A to this document.

9. Resolving Complaints

(a) Stage One

In many cases, a complaint is best resolved by the person responsible for the issue being complained about. If the complaint has been received by that person, they may be able to resolve it swiftly and should do so if possible and appropriate.

Whether or not the complaint has been resolved, the complaint information should be passed to the Chair within one week.

On receiving the complaint, the Chair and/or a Director must record it in the complaints log. If it has not already been resolved, the Chair must then delegate an appropriate person to investigate it and to take appropriate action. If the complaint relates to a specific person, they should be informed and given a fair opportunity to respond.

Complaints should be acknowledged by the person handling the complaint within two weeks. The acknowledgement should say who is dealing with the complaint and when the person complaining can expect a reply. A copy of this complaints procedure should be attached. Ideally complainants should receive a definitive reply within a further four weeks. If this is not possible because for example, an investigation has not been fully completed, a progress report should be sent with an indication of when a full reply will be given.

Whether the complaint is justified or not, the reply to the complainant should describe the action taken to investigate the complaint, the conclusions from the investigation, and any action taken as a result of the complaint.

(b) Stage Two

If the complainant feels that the problem has not been satisfactorily resolved at Stage One, they can request that the complaint is reviewed. To do so the complainant should contact the Chair of MHGAS in writing within a period of fourteen days from the date of the written decision in Stage One.

The request for a Stage Two review should be acknowledged within two weeks of receiving it. The acknowledgement should say who will deal with the case and when the complainant can expect a reply.

The Board may investigate the facts of the case themselves alternatively delegate to a suitably senior person from MHGAS, alternatively the Barnet Allotment Federation (if they are able and willing to be of assistance) or anyone else who may be appropriate. This may involve reviewing the paperwork of the case and speaking with the person who dealt with the complaint at Stage One.

The Board should make arrangements to deal with the Stage Two response and send a written decision (by letter or e mail) within 40 working days of receipt of the request for a review.

If the complaint relates to a specific person, they should be informed and given a

further opportunity to respond.

The person who dealt with the original complaint at Stage One should be kept informed of what is happening.

The review should be carried out by a nominated person or persons without any involvement in the previous decision on the complaint.

Ideally complainants should receive a definitive reply within four weeks but if this is not possible because for example, an investigation has not been fully completed, a progress report should be sent with an indication of when a full reply will be given.

Whether the complaint is upheld or not, the reply to the complainant should describe the action taken to investigate the complaint, the conclusions from the investigation, and any action taken as a result of the complaint.

The decision taken at this stage is final, unless the Board decides it is appropriate to seek external assistance with resolution.

MHGAS may turn down a request for a Stage Two review for a good reason including because:-

- A. the complainant has not provided any new evidence;
- B. the points raised by the complainant were considered in the Stage One investigation, or
- C. the points raised by the complainant would not lead to a change in the outcome of that investigation.

A decision to turn down a request for a review or the written decision informing the complainant of the outcome of the review should tell the complainant that he or she has the right to complain to the London Borough of Barnet if they remain dissatisfied with the response.

10. Variation of the Complaints Procedure

The Board may vary the procedure for good reason. This may be necessary to avoid a conflict of interest, for example, a complaint about the Chair should not also have the Chair as the person leading a Stage Two review.

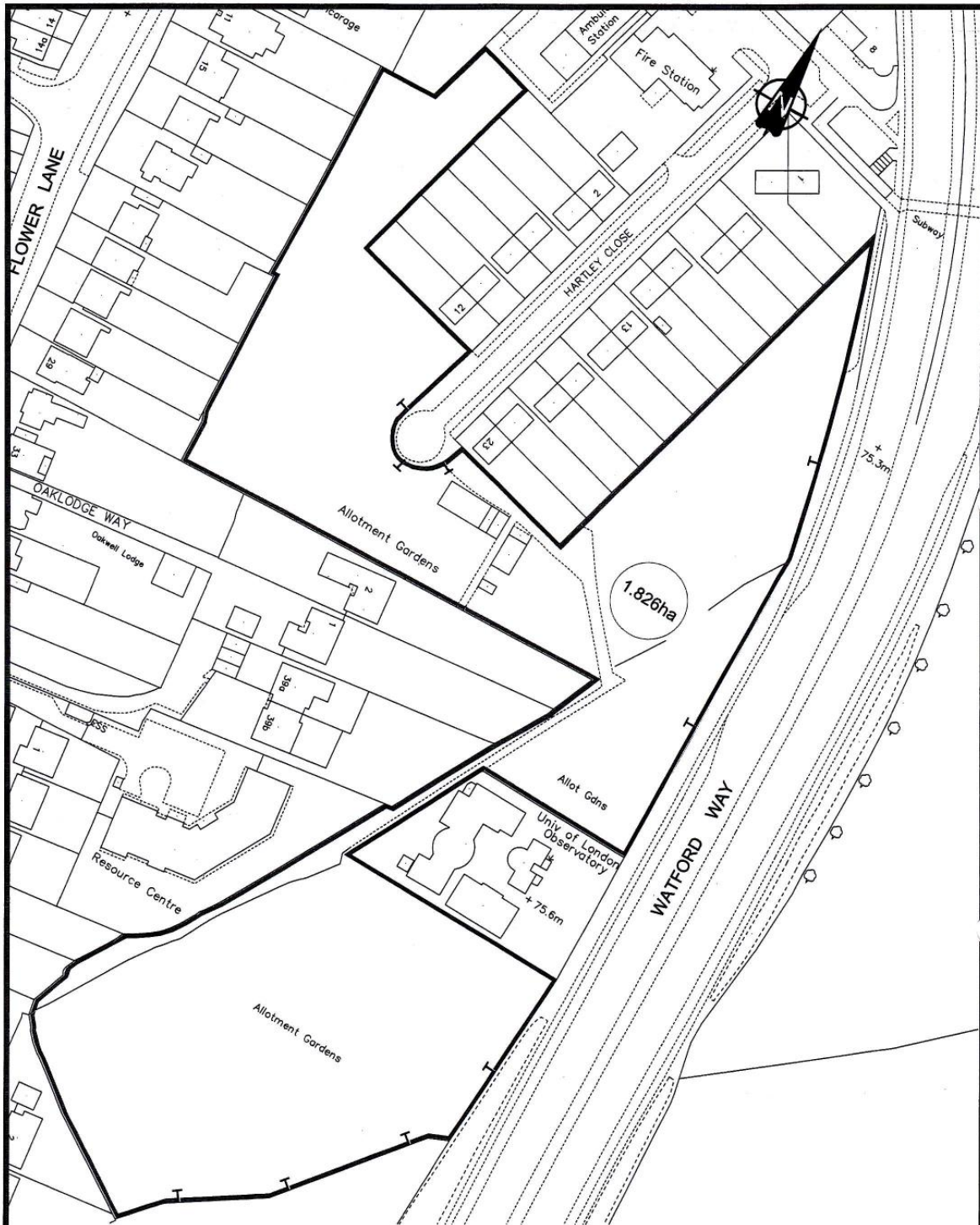
Monitoring and Learning from Complaints

Complaints are reviewed annually to identify any trends which may indicate a need to take further action.

Appendix A- Practical Guidance for Handling Verbal Complaints

- Remain calm and respectful throughout the conversation.
- Listen - allow the person to talk about the complaint in their own words. Sometimes a person just wants to "let off steam".
- Don't debate the facts in the first instance, especially if the person is angry.
- Show an interest in what is being said.
- Obtain details about the complaint before any personal details.
- Ask for clarification wherever necessary.
- Show that you have understood the complaint by reflecting back what you have noted down.
- Acknowledge the person's feelings (even if you feel that they are being unreasonable) - you can do this without making a comment on the complaint itself or making any admission of fault on behalf of the organization e.g "I understand that this situation is frustrating for you".
- If you feel that an apology is deserved for something that was the responsibility of your organization, then apologize.
- Ask the person what they would like done to resolve the issue.
- Be clear about what you can do, how long it will take and what it will involve.
- Don't promise things you can't deliver.
- Give clear and valid reasons why requests cannot be met.
- Make sure that the person understands what they have been told.
- Wherever appropriate, inform the person about the available avenues of review or appeal and confirm to take any complaint further it must be in writing.

Appendix 3 - Site Map



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Initiated by J.P.	SCHEME: MILL HILL ALLOTMENTS, HARTLEY CLOSE & MILL HILL PARK, NW7	Lesley Meeks, Assistant Director of CSG	BARNET LONDON BOROUGH PROPERTY SERVICES
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Date 16/09/13	Scales 1:1250		

BOROUGH OF HENDON

MILL HILL PARK

ALLOTMENTS

AREA 229 ACRES

