**Fulham Palace Meadows Allotment Association Ltd**

**Reply to: FPMAA, Bishops Avenue, London SW6 6EA**

**Tel 020 7731 6055 Email: fulhampalaceallotment@gmail.com**

**Application for a Plot**

**Your application for a plot will be added to the waiting list we will email you with a reference no, we will call you when a plot becomes available. In the meantime the bylaws of the association are given here, as we require you to be bound by them when you apply to join.**

**Title: ........ First Name: ............................ Last Name: ........................................................**

**Address: ................................................... Telephone No: ..........................................**

**.................................................................... Mobile No: ................................................**

**Post Code: ................................. Email: ................................................................................**

**For Office Use**

**Application Number \_\_\_\_\_\_\_ Date Plot Let ....../......./....... Plot No. \_\_\_\_\_\_**

**Three month probation period**

**All new plotholders are subject to a three month probationary period which may be terminated at any time if they breach any of the FPMAA bylaws.**

**Bylaws Of The Association**

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| 1 | Plot holders are members of the Fulham Palace Meadows Allotment Association (FPMAA) and must be residents of the London Borough of Hammersmith and Fulham.  Two proofs of residence in the borough must be shown each year when the rent is collected.  Members must inform the Association’s Secretary of any change of address. |
| 2 | Every applicant for a plot must fill out an application form giving any information that the Management Committee (“Committee”) of the Association requires. |
| 3 | No member/household has the right to more than one plot. A plot cannot be let to anyone who already has a plot in the Greater London area. |
| 4 | Rent is due in January of each year.  Members must pay their rent, in person, except in exceptional circumstances, on or before the rent collection dates, otherwise their plots may be re-let. |
| 5 | The Association expects Members to cultivate their plots in person. In exceptional circumstances if maintenance of their plot is likely to be affected by any absence or illness, members should arrange for their plot to be maintained and inform the Secretary. Members remain responsible for their plots cultivation and maintenance at all times. |
| 6 | Members who intend to give up their plot must inform the Secretary in writing, as soon as possible, so that the plot can be re-let.  Plots cannot automatically be handed over to helpers when the plotholder surrenders their tenancy. |
| 7 | Members must inform the Secretary, in writing and with contact details, if anybody is helping them on their plot who is not a member of the Association.  Members will be held responsible for the actions of their helpers. |
| 8 | Members will be held responsible for the actions of their children and guests whilst on the Allotment. Children must be supervised at all times by a responsible adult to ensure they comply with the Bylaws, are safe, and do not cause nuisance to neighbouring plotholders, e.g. by playing with pumps or walking on other plots. |
| 9 | Members of the Association should understand that they are part of a community and should help with the running of the Association. Members must not cause any nuisance to other members or to owners or occupiers of any adjoining land or premises nor permit any nuisance in contravention of Health and Safety and Environmental legislation. |
| 10 | The plots are for the cultivation of vegetables, fruit (but not brambles) and herbs/ flowers. A minimum of 80% of the entire plot must be under cultivation and a minimum of 50% of the entire plot must be used for growing vegetables. |
| 11 | As the Allotment is a designated archaeological site, the Ancient Monuments Act, 1979, prohibits the planting of trees in the earth and any digging deeper than 2 feet (60cms).  Therefore, any trees must be planted in pots above the surface and placed on a solid slab.  Members should not cut or prune any existing trees over 3” (7.5cm) in diameter at 5ft (153cm) above ground level. |
| 12 | All members must get the written approval of the Head of Inspections about design, size, materials and position before putting up or altering any structure (including fences) or seating area.   1. Structures (including fences) should be positioned with consideration for adjacent plot holders eg: not blocking light 2. The total area of all sheds and seating areas should not exceed 10% of a plot (full or half). 3. Sheds shall have a maximum area of 8 x 6 feet or 6x4 feet for a half plot 4. No structure must exceed a height of 7 feet (2.1 metres) above ground level and sheds must have pitched roofs. 5. All materials, including bases, must be easily removable.  Cement and concrete must not be used 6. All structures, canes, posts, trellises etc on plots must be at least 9 inches (23cm) in from the paths. 7. Greenhouses or polytunnels are considered to be cultivation spaces and should not exceed a maximum area of 10 x 6 feet (or the equivalent floor area) for a full plot or 6 x 6 feet (or the equivalent floor area) for a half plot. |
| 13 | Not used |
| 14 | Plots must be managed and cultivated according to the Bylaws.  Inspection of plots will normally be conducted each month on the weekend prior to the committee meeting.  Any member who has been sent a yellow warning card or a red eviction card has the right to appeal.  The Appeals meeting will normally be held on the 2nd Sunday following an inspection. |
| 15 | For the benefit of all, members must keep weeds on their plots under control.  This particularly applies to perennial weeds such as bindweed, couch grass and self seeded trees. Other invasive species such as Japanese knotweed, Himalayan Balsam, Bamboo, New Zealand Pygmy weed, giant hogweed, ragwort and azalea are also prohibited |
| 16 | The paths around the plots must be a minimum of 18 inches (45cm) wide and should be kept clear, trimmed and level so that wheelbarrows can pass. The use of chemical weed killer around the edges of plots and paths is not permitted without prior permission from the head of inspections. |
| 17 | For ease of identification, each plot must have numbers that are clearly visible from both ends of the plot e.g.: painted number boards, marked water butts, marked sheds etc |
| 18 | No animals should be brought onto the Allotment apart from guide/assistance dogs. |
| 19 | In order to control animal pests (such as rats, foxes, squirrels and pigeons), refuse must not be brought onto the Allotment.  Food brought onto plots or communal areas must be eaten or taken home.  Only vegetable matter should be used for composting. |
| 20 | The feeding of animal pests such as rats, foxes, squirrels and pigeons is prohibited. |
| 21 | Burning in enclosed incinerators or open fires on individual plots is not permitted by order of LBH&F Council.  Conventional barbecues are permitted. |
| 22 | Rubbish which cannot be burned or composted must be removed from the Allotment or put in a skip when provided.  Skips must not be filled higher than the rim. |
| 23 | Rubbish must not be dumped by the gates, around the skip, on other plots or in any other communal areas. |
| 24 | Cycling on the Allotment site is not allowed. |
| 25 | The pumps must be treated with care, and, if they need to be primed, water should not be used from the tank below as any dirt might damage the mechanism.  Motorised pumps should only be used after having obtained permission from the Secretary. To avoid disturbing other plotholders permitted motorised pumping times will be restricted to 7am to 9am and 12noon to 2pm. |
| 26 | Wheelbarrows and other communal property must be returned to the office area after use so that they can be used by other plotholders and must not be left on plots. |
| 27 | The Association provides insurance for the communal buildings such as the office and trading hut and Public Liability and Employer’s Liability insurance.  The Association does not cover the Tenant in respect of personal injury or death, the personal property of Tenants (for example sheds, tools, plants or other items).  The Tenant agrees to indemnify the Association against any claims made against it due to the actions of the Tenant or their guests. |
| 28 | Any member who has a complaint on any matter should, in the first instance, notify a Member or Officer of the Committee. |
| 29 | No member may take anything from, nor cause any damage to any other plot. |
| 30 | The Association is entitled to terminate this tenancy agreement by giving 30 days' notice to the Tenant, whenever the Tenant:  a)        Is 40 or more days late in paying rent, whether formally demanded or not; b)        Fails to cultivate their plot in accordance with the Bylaws; c)        Engages in unacceptable behaviour; d)        Engages in serious misconduct; e)        Has not complied with any obligation contained in the Bylaws or any other regulations issued  by the Committee or the Association; f)        Has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy  any failure to observe these Bylaws.  Before the expiry of the 30 day notice period, the Tenant will remove all their personal effects from the Plot, and return their key to the office. Anything left on the plot after the expiry of the notice period will be disposed of by the Association with no obligation to account to the Tenant. |
| 31 | Any dispute that may arise will be referred to the Committee whose decision shall be final. |
| 32 | Any member has the right to have an appeal heard by the Committee.  A request must be made in writing or by email to the Committee through the Secretary. |
| 33 | Any notice required to be given by the Association or the Committee to a member may be signed on behalf of the Association by the Chairperson or Secretary of the Association, or other authorised person for the time being. It may be served on the member either personally or by posting to the last known address as notified to the office by the Tenant.  A letter posted by first class post is deemed to have arrived 48hours later. |
| 34 | Any matters arising, not provided for by these Bylaws, shall be decided by the Committee. |

The parties by entering into this agreement submit to jurisdiction in the County Courts of England and Wales for adjudication of any disputes and/or claims between the parties under this agreement.

In this Agreement where there are two or more persons included in the expression “the tenant”, the obligation entered into in this Agreement shall be deemed to be made by such persons jointly and severally.

I have read and agree to observe and abide by both the probation period and the above Terms and Conditions

Signature of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date..................................................