

Wharfside Park

Allotment Gardens

This Agreement is made between:

THE SEWELL HAMMONDS GROUP

(hereinafter referred to as "the Landowner")

THE WARFSIDE PARK ALLOTMENT SOCIETY

(hereinafter referred to as "the Society")

SAMPLE AGREEMENT

(hereinafter referred to as "the Plotholder")

In respect of a 50m² allotment garden plot hereinafter referred to as

PLOT 1

PLOTHOLDER

LICENSE AGREEMENT

This Agreement details the issuance of a non-exclusive license to cultivate the aforementioned allotment garden plot at Wharfside Park Allotment Gardens. It does not constitute an agreement made under the Allotments Act 1922, the Allotment Act 1950, the Landlord and Tenant Act 1985, nor does it entitle the assignee (plotholder) to any rights conferred to a residential, commercial or agricultural tenant under relevant legislation.

1 Allocation and License Fee

1.1 The **Landowner** agrees to let, and the **Plotholder** agrees to take on, a 50m² allotment plot (hereinafter referred to as "the Plot") at an annual license fee of £208, payable in advance. The annual license fee covers the use of the Plot for a period of twelve months starting from 1st March and concluding on the 28th February the following year and includes access to shared facilities such as water supply and communal composting areas.

NB** *The License fee is payable in full, regardless of when the **Plotholder** assumes responsibility for the Plot. If the **Plotholder** assumes responsibility for the Plot after 1st March, the full annual fee is due, even though the period of occupation will be less than twelve months.*

1.2 No refund will be issued if the Plot is abandoned or if the **Plotholder** is expelled from the allotment for any reason. In the event of early termination, the **Plotholder** forfeits any remaining term of the license fee, and the **Landowner** reserves the right to reallocate the Plot to another interested party without further notice.

1.3 The **Plotholder** must notify the **Society** at least one month in advance if they intend not to renew the license for the subsequent term. Failure to provide such notice may result in additional charges or the withholding of any deposits paid.

2 Inspections and Compliance

2.1 The **Society's** committee shall undertake routine inspections and report to the **Landowner** on the condition of the plots. Inspections will be conducted at least quarterly and may be more frequent during the growing season to ensure compliance with the Agreement.

2.2 If the **Plotholder** receives three written warnings for any breaches of this Agreement, their license will be terminated, and no refund will be issued. Warnings will be issued for, but not limited to, non-compliance with maintenance standards, inappropriate use of the Plot, and failure to adhere to **Society** rules and regulations.

2.3 The **Plotholder** must return the Plot to bare earth at the end of the license period. Any items left on the site that require removal will be billed to the outgoing **Plotholder**. Salvageable items will become the property of the **Society** after seven days. The **Plotholder** is responsible for ensuring that all personal belongings, structures, and waste materials are removed from the Plot at the end of the license period.

3 Livestock and Maintenance

- 3.1 **Plotholders** must seek written permission from the **Society** before keeping any livestock, including poultry, bees, and other animals. The request must include a detailed plan outlining the type of livestock, the number of animals, and the intended housing and care arrangements.
- 3.2 Fences on livestock plots must be robust to ensure animal welfare, and a certificate of liability insurance must be obtained. A sign, the **Society's** specification, and available on request must be displayed on the boundary fence with an emergency contact number. Livestock plots must display a current emergency contact number on the boundary fence. The **Plotholder** is responsible for ensuring that all livestock are kept in humane and secure conditions.
- 3.3 **Plotholders** are required to maintain the grass path outside their plot to the halfway point unless a mutual arrangement with adjacent **Plotholders** is made to maintain the entire path. Paths must be kept clear of obstructions and in good condition to facilitate safe access for all users.
- 3.4 **Plotholders** must provide adequate shelter, food, and water for all livestock. Neglect or mistreatment of animals will result in immediate termination of the license. The **Plotholder** must ensure that all livestock care practices comply with relevant animal welfare regulations and guidelines.
- 3.5 **Plotholders** are responsible for ensuring that their plots are kept tidy and free of hazards. This includes regular weeding, disposal of waste materials, and maintenance of any structures or fencing within the plot boundaries.

4 Conduct and Usage

- 4.1 Excessive noise is not permitted. **Plotholders** must ensure that their activities do not disturb other users of the allotment site or neighboring properties. Use of loud machinery should be restricted to designated hours as determined by the **Society**.
- 4.2 Vehicles are not permitted on the concrete access road unless by prior arrangement for disabled and elderly visitors or **Plotholders**. **Plotholders** must ensure that any vehicles brought onto the site do not obstruct pathways or access for other users or for emergency vehicles.
- 4.3 Plots must be kept reasonably free from weeds, and no waste is to be stored on plots except manure in designated areas. Composting should be conducted in an orderly manner, and all waste materials should be properly contained to prevent nuisance and health hazards.
- 4.4 Sheds, polytunnels, and greenhouses of a reasonable size are permitted. The use of glass and asbestos building materials is expressly forbidden. No concrete foundation or postcrete is to be used. Structures must be well-maintained and comply with any relevant planning permissions or building regulations.
- 4.5 Plots are to be used for social and domestic pleasure only and cannot form part of any business or commercial activity. The sale of produce or other items from the Plot is strictly prohibited unless explicitly authorized by the **Society**.
- 4.6 The use of pesticides and herbicides must comply with current regulations and guidelines. The **Plotholder** must ensure that any chemicals used do not affect

- neighboring plots or the local environment. Records of pesticide and herbicide use should be maintained and available for inspection by the **Society**.
- 4.7 The **Plotholder** must not plant or otherwise introduce any invasive species or trees that may cause damage to infrastructure or neighboring plots. The **Society** maintains a list of prohibited species, which the **Plotholder** must adhere to when planning their planting activities.
- 4.8 The **Plotholder** must ensure that any water features or ponds are maintained safely and do not pose a risk to others. Water features should be regularly inspected to ensure they are free from hazards such as stagnant water, which can attract pests.
- 4.9 Open fires are not permitted, and barbecues must be supervised at all times and fully extinguished before leaving the site. The **Plotholder** is responsible for ensuring that all fire safety regulations are followed and that no damage is caused to the Plot or surrounding areas.
- 4.10 **Plotholders** must ensure that all tools, equipment, and personal belongings are stored safely and securely. The **Society** is not responsible for any loss or damage to personal property left on the site.

5 Rights and Responsibilities

- 5.1 The **Society** and the **Landowner** reserve the right to enter any plot for surveys, inspections, and emergency safety works, with costs attributed to the **Plotholder** if they cannot be contacted. Reasonable notice will be given where possible, except in cases of emergency.
- 5.2 **Plotholders** must not sublet, subdivide, or encroach on neighboring plots. The **Plotholder** is responsible for ensuring that their use of the Plot does not interfere with the rights of other users or the overall operation of the allotment site.
- 5.3 Failure to keep the main gate closed is a breach of this Agreement and may lead to license termination. The **Plotholder** must ensure that access to the site is controlled and that unauthorized persons are not permitted entry.
- 5.4 Bonfires and barbecues are permitted, provided they are kept away from boundary fences and ignitable materials and are fully extinguished before leaving the site. The **Plotholder** must ensure that all fire safety precautions are followed and that no nuisance is caused to other users or neighboring properties.
- 5.5 Plots with water features must be fenced securely with a gate to prevent injury or harm. The **Plotholder** is responsible for ensuring that all safety measures are in place and that water features are maintained in a safe condition.
- 5.6 Dogs are permitted on-site, provided they are confined within the assigned plot and cleaned up after. The **Plotholder** must ensure that dogs are kept under control at all times and do not cause nuisance or harm to other users.
- 5.7 At least 25% of the assigned plot must be used for cultivation or keeping of livestock. The **Plotholder** must ensure that the Plot is actively used and maintained in accordance with this requirement.
- 5.8 **Plotholders** are responsible for maintaining the cleanliness and order of their plot and adjacent pathways. This includes regular weeding, disposal of waste materials, and ensuring that pathways are kept clear of obstructions.

- 5.9 **Plotholders** must comply with all health and safety regulations and ensure that their plot does not pose any risk to others. The **Society** provides guidance on health and safety practices, which the **Plotholder** must adhere to.
- 5.10 Any structures erected on the plot must be temporary and easily removable. Permanent structures are prohibited. The **Plotholder** must seek permission from the **Society** before erecting any structures and ensure that they comply with any relevant regulations.
- 5.11 **Plotholders** must ensure that all activities on the Plot are conducted in a manner that respects the environment and promotes sustainability. This includes minimizing the use of non-renewable resources and promoting biodiversity.

6 Complaints and Warnings

- 6.1 Complaints may be submitted to the **Society** or the **Landowner** via email or the website chat function. A complaint is deemed received 24 hours after it is sent. The **Society** will acknowledge receipt of the complaint and provide an initial response within seven days.
- 6.2 Warnings will be issued for non-compliance as follows:
- Informal/Verbal Warning
 - First Written Warning (if no improvement after an informal warning)
 - Second Written Warning (issued no sooner than seven days after the first written warning)
 - Third Written Warning (issued no sooner than 14 days after the second written warning)
- 6.3 After a third written warning and seven days elapse, if the **Plotholder** is still in breach, the license will be terminated, and the plot will be recovered. The **Plotholder** will be notified in writing of the termination and must vacate the Plot within 7 days.
- 6.4 The License may be terminated with immediate effect, and no right to appeal if any of the below provisions apply;
1. Non-Payment of License Fee: Failure to pay the License Fee within the specified period.
 2. Unauthorized Subletting: Subletting the allotment without the **Landowners** permission.
 3. Illegal Activities: Engaging in illegal activities on the allotment.
 4. Breach of License Repeated breaches of the terms and conditions of this agreement.
 5. Nuisance or Annoyance: Causing nuisance or annoyance to neighbours or other users.
 6. Damage to Property: Wilful damage or neglect leading to significant damage to the plot.
 7. Non-Cultivation: Failure to cultivate the plot.
 8. Health and Safety Violations: Serious health and safety violations.
 9. Unauthorized Construction: Erecting unauthorized structures on the plot.
 10. Environmental Harm: Causing environmental damage or pollution.

11. Anti-Social Behaviour: Engaging in, causing or permitting anti-social behaviour.
12. Violation of Planning Laws: Breach of planning permission or building regulations.
13. Misuse of Water Resources: Improper use or wastage of water resources.
14. Unauthorized Use of Chemicals: Using banned or unauthorized chemicals or pesticides.
15. Animal Welfare Violations: Keeping animals in violation of welfare standards or in breach of this agreement.
16. Illegal Dumping: Illegal dumping of waste on the plot.
17. Failure to Maintain plot: Persistent failure to maintain the plot reasonable state.
18. Interference with Rights of Way: Blocking or interfering with public rights of way or access.
19. Inappropriate Use: Using the plot for purposes other than those intended.
20. False Information: Providing false or misleading information in the application or thereafter.
21. Abandonment: Abandonment of the plot.

7 General Provisions

- 7.1 The **Plotholder** acknowledges that this Agreement does not grant any form of tenure or long-term rights to the Plot. The Plot remains the property of the **Landowner**, and the **Plotholder's** rights are limited to those outlined in this Agreement.
- 7.2 The **Landowner** and the **Society** are not liable for any injury, loss, or damage sustained by the **Plotholder**, their guests, or their property while on the allotment site. The **Plotholder** agrees to indemnify the **Landowner** and the **Society** against any claims arising from their use of the Plot.
- 7.3 The **Plotholder** must keep their contact information up to date with the Society. Any notices or communications from the **Society** will be deemed received if sent to the last known address or email of the **Plotholder**.
- 7.4 The **Plotholder** consents to being photographed and videoed for marketing and promotional purposes by the **Landowner** and the **Society**. The **Plotholder** acknowledges that CCTV and audio surveillance operate 24/7 on the allotment site for security purposes and agrees not to object to the use of these recordings.
- 7.5 The **Plotholder** agrees not to object to any proposals or developments made by the **Landowner** during their occupation of the Plot and for a period of five years after the termination of this Agreement.
- 7.6 This Agreement may be changed from time to time by the **Landowner** or the **Society**. Any addendums to this Agreement, as well as updated site rules, will be communicated to the **Plotholder** and are binding upon receipt of such notice.
- 7.7 Any changes to this Agreement must be made in writing, generally via email, but also by conventional post.
- 7.8 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings, whether written or verbal.
- 7.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7.10 The **Landowners** decision is all disputes will be final, with no right to appeal or further review. By signing this agreement the **Plotholder** agrees a such and agrees that they will make no representation, appeal or otherwise against any such final decision conferred by the **Landowner** or his authorised representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Allotment License Agreement as of the date first above written.

Landowner (Signature)

Plotholder (Signature)

Society Representative (Signature)

Addendum 1 – Severn Trent PLC Easement/Wayleave (Plots 9-15 only)

Plots 8-15 are subject to an infrastructure easement and wayleave in favor of the appointed undertaker for Sewerage and Water, Severn Trent PLC. Plot holders must ensure the following:

1. **Protection of Assets:** No stake, pole, or other ancillary items should be driven into the ground to a depth that could potentially damage or harm assets owned by Severn Trent PLC.
2. **Planting Restrictions:** Plot holders must not plant or allow to grow any deep-rooting shrubs or trees within their plot.
3. **Access for Inspection:** Plot holders must allow Severn Trent PLC reasonable access, upon notice, to inspect their below-ground infrastructure. Plot holders must not obstruct or hinder Severn Trent PLC in carrying out these inspections.

Failure to abide by these rules will result in the immediate termination of the license.

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Addendum 2 – Committee Notices and Authority

In the event of an Emergency or an exceptional circumstance, the Society's Committee is authorised to take action and issue notices on behalf of the Landowner. The Society are authorised to;

1. **Issue Notices:** The committee are authorised to issue notices with immediate effect where it would prevent an immediate risk of harm to users, neighbours, assets or the environment. The effect of such a notice should be deemed to form part of this agreement.
2. **Suspend Licenses:** In exceptional circumstances and for instances of gross negligence and breach of the conditions of the license agreement, where the Landowner is not contactable, the Committee can immediately suspend an allotment license agreement until such a time that a final decision can be made by the Landowner.
3. **Restrict Access to the Site:** Where an immediate risk to public safety, animal welfare or the environment is established, the committee can restrict access to the whole, or any part of the site until such a time that the Landowner or his agents can be contacted. This provision includes but is not expressly limited to the risk of fire, flood or environmental catastrophe.
4. **Consult Authorities:** The committee are empowered to seek the guidance of, and consult with all relevant authorities, specifically in cases of animal neglect and welfare.

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