

Shepton Mallet Bowls and Tennis Club Garden Allotment Licence Issue 5.0

Duration of Licence

This agreement for the period from 7th April 2019 to 5th April 2022 (to April 2020 for miniplots) is between the Shepton Mallet Bowls and Tennis Club and any individual allotment holder at the Club's Site at Frithfield Walk, Shepton Mallet, BA4 5LY. A schematic is posted on the Club website www.smbtc.org.uk and the Club Site Manager will detail to the licensee the exact location and boundaries.

Allotment licences, on acceptance and confirmation of payment, run for a maximum of three years less a one day reversion extendable by mutual agreement, subject to the reversion, at the end of each and every licensed period

Restriction

This agreement is not assignable to another person but cultivation may be shared among family members. The licensee is responsible for the behaviour and safety on all guests while they are on site.

Payment of Licence Fee.

The annual fee or a proportional fee for any part of a year up to 5th April is payable in advance by 6th April. The fees vary for each allotment and will be specified by the site manager for any particular allotment on request. The fee is reviewed annually at the AGM.

Club Membership.

On paying the licence fee, the allotment holder becomes a full voting member of the Club for the duration of the agreement and will comply with Club rules and regulations detailed on the website.

Cultivation.

The Licensee must keep the allotment in 'cultivation', growing vegetable, fruits and/or flowers to the reasonable satisfaction of the Site Manager and kept free from noxious weeds and litter. Plot edges and adjoining paths must be maintained to a reasonable standard. The Club welcomes creative allotment gardening, especially where it improves inclusiveness and accessibility for the community. Allotment holders are encouraged to participate in allotment life and be prepared to share knowledge or provide assistance.

Infrastructure.

Shed/shelter, greenhouses, polytunnels and compost bins may be erected on plots and of proportionate size, properly maintained and of good appearance as directed by the Site Manager. The Club may request removal of inappropriate structures.

Inclusiveness.

The Site Manager reserves sufficient areas for access by Junior and Community members, or the children of members. The Site Manager will, where possible, direct support for the preparation and maintenance of assigned areas. Areas are allocated and managed according to the particular needs of a member. The Site Manager may allocate a single raised bed for a season to a child of an allotment holder as an introduction or project.

Conservation.

Allotments should be cultivated in an environmentally friendly manner, making best use of organic methods.

Termination Procedure

The Agreement shall continue until the termination date or in any one of the following manners:

- The Licensee ceases to be a member of the Club or the Licensee terminates this Agreement;
- The fee is unpaid after 28 days from the start of the agreement in which case the agreement terminates on written notification by the Club stating the reason.
- The Club gives a minimum of six months' written termination notice on or before 6th day of April or on or after 29th day of September in any year, in the exceptional event that the Duchy of Cornwall terminates the Club's ground lease or enforces change. The legal termination procedures are detailed in The Allotment Act 1922 Section 1 Sub-section (1), as amended by the Allotments Act 1950 Section 1 (1).
- In the event of the allotment not being sufficiently 'cultivated', but no earlier than three months following the start date of the Agreement, or other breaches of the Agreement, the Site Manager may issue a warning notice giving two months for the Licensee to comply. If the Licensee does not comply by the end of the notice period, the Site Manager may serve a further one month termination notice or other such lesser action as appropriate following invitation for discussion.

Agreement

The Club will display this licence agreement prominently at the allotments. A copy of this licence is available from the Club website www.smbtc.org.uk. In paying the appropriate allotment fee, allotment holders are deemed to have accepted the conditions of this licence.

Frank Booth

Site Manager

30th March 2019 as amended