

Licence Agreement Issue 6.1

1.0 Duration of Licence

This agreement for the period from 1st March 2022 to 27th February 2023 is between the Shepton Mallet Community Allotments (SMCA) and the individual allotment holder at Frithfield Walk, Shepton Mallet, BA4 5LY. Allotment licences, on acceptance and payment, run for one year less a one day reversion. Existing tenants are invited in January to apply for a new licence to be issued for the next season. A response is required by 31Jan and payment made by 01Mar.

2.0 Payment of Licence Fee

The fees vary for each allotment and will be specified by the site manager. Fees are reviewed annually. Fees may only be paid direct into the SMCA account at Lloyds Bank Sort Code 30-98-97 A/c 46444260 giving the surname as reference.

3.0 Shepton Mallet Community Group (SMCG) Membership

On paying the licence fee, the allotment holder becomes a full member of SMCA and an associate member of SMCG for the duration of the agreement and will comply with SMCA licence and rules detailed here and on the website at www.smbtc.org.uk. Allotment holders are encouraged to participate in allotment life and contribute to the general upkeep of the allotments as a whole.

4.0 Termination Procedure

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

- The Licensee terminates this Agreement. No partial refunds apply.
- If the correct fee is not paid by 01Mar the allotment is promptly relet and the former tenant advised accordingly.
- In the event of an established allotment not being sufficiently 'cultivated' the tenant will be sent a copy of the relevant separate policy.
- Any other set of circumstances where it is reasonable for SMCA to terminate the lease with or without notice.
- Where it is known a licence will not continue onto the next season, allotments should be cleared by 31st January.

5.0 Liability

Only items directly relating to gardening should be brought on site. SMCA are not liable for any personal property damaged or removed.

5.0 General

This agreement is not assignable to another person. Cultivation may be shared among family members. Copies of this licence and non-cultivation policy are available at the website www.smbtc.org.uk. In paying the appropriate allotment fee, allotment holders are deemed to have accepted the conditions of the licence, policy and rules.

Shepton Mallet Community Allotment Rules

The licensee shall during the period of the licence carry out the following obligations:

- 1 The licensee is expected to make proportionate support to the maintenance of the whole allotment infrastructure.
- 2 The licensee shall maintain in decent order all borders and paths bordering the assigned allotment. *Please do not use stones as borders as these impede cutting by others.*
- 3 A schematic is posted on the website www.smbtc.org.uk and the Allotment Manager will detail to the licensee the exact location and boundaries of the individual allotment.
- 4 The Allotments shall be kept in a clean, decent and good condition and properly cultivated and kept free of noxious weeds and litter. Waste material must be composted or removed. Bonfires are to be avoided and only with prior agreement.
- 5 The licensee shall cause no nuisance or annoyance to any licensee of any other part of the Allotments or the occupiers of the site.
- 6 Subject to written request and approval and excepting miniplots, the licensee may erect a shed / greenhouse / polytunnel upon the allotment plot subject to the follow;
 - It is not a permanent structure and is fit for purpose;
 - The exterior dimensions do not exceed 6ft x 4ft (shed) 8ft x 6ft (greenhouse)
 - It is positioned within the area of your plots and fixed upon suitable foundations to ensure that it is sited correctly and not subject to wind damage and kept maintained;
 - The Licensee accepts any liability which may arise;
 - Upon relinquishing the licence the structure is removed including the base and the ground to be made good;
- 7 SMCA may request removal or directly remove inappropriate structures eg double glazed frames. No items unconnected with gardening should be brought on site including plastic chairs.
- 8 No livestock or poultry of any kind shall be kept upon the allotment;
- 9 The licensee shall not sub-let or part with the possession of any part of the allotment. If the licensee cannot work the plot for a period of time due to ill health or other reasons they should contact the Allotment Manager for discussion.
- 10 The licensee shall not erect any building or other permanent structure on the allotment
- 11 The licensee shall cultivate the allotment for, and shall use it only for the production of fruit, vegetables and flowers for domestic consumption by themselves or their families to the reasonable satisfaction of the Allotment Manager.
- 12 No trees, shrubs or plants which are non-vegetable, non-fruit or non-nut bearing are to be planted or grown upon the allotment.
- 13 Allotments should be cultivated in an environmentally friendly manner, making best use of organic methods.
- 14 The licensee is responsible for the behaviour and safety on all guests while they are on site.
- 15 SMCA may make reasonable amendments to these rules in light of experience and suggestions while giving members reasonable time to comply.
- 16 The principle form of communication to allotment holders is by email and an email sent is judged an email received. Allotment holders should advise email changes to sheptonmalletbtc@gmail.com