

Section 9: Garden Allotment rules and regulations

- 9.1 **Governance.** The Club shall ensure that the Garden Allotments adhere to conditions of the Duchy of Cornwall Lease. The management of the Club's Garden Allotment is delegated by the Management Committee to the Tennis Committee, in accordance with the rules and regulation in this Section. The Tennis Committee shall appoint an Allotment Delegate. The Tennis Committee shall provide Garden Allotment facilities to members on licence as an adjunct to the community purposes of the Club.
- 9.2 **Allotment code of conduct.** Excessive rules and regulations are unnecessary if members respect the established Allotment code of conduct. A plot is on communal land and behaviour must therefore be tempered accordingly, making it a sociable rather than a solitary pastime. The Allotment is, above all, a place of recreation. 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.
- 9.3 **Inclusiveness.** The Committee shall reserve twenty percent (20%) of the allotment area for access by Junior and Community members, or the children of members. The Committee shall, where possible, direct support for the preparation and maintenance of assigned areas. Areas shall be allocated and managed according to the particular needs of a member (for example a child of a member may be allocated a single raised bed for a season, as an introduction or project).
- 9.4 **Essential requirements.** Licence holders must be able to maintain their plot/area to a reasonable condition. It is essential that an allocated plot/area is:
- 9.6.1 Kept as neat and tidy as possible;
 - 9.6.2 Not overgrown or out of control, especially by perennial weeds;
 - 9.6.3 Used to cultivate flowers, fruit or vegetables;
 - 9.6.4 Visited routinely during the growing season.
- 9.4 **Application for allotment tenancy.** The Committee shall manage a waiting list and new tenancies shall be allocated accordingly. Applicants shall be a member of the Club (minimum Social Member). Initial tenancies shall be for two (2) years thereafter tenancies shall be for 5 years.
- 9.5 **Licence of tenancy.** A copy of the Licence of tenancy is at Annex C.
- 9.6 **Access.** There is no restriction on the number of family members or friends that shall help a licence holder cultivate his/her allotment plot or area. However the member shall be responsible for the behaviour and safety on all guests while they are on site.
- 9.7 **Infrastructure.** Shed/shelter, greenhouses, polytunnels and compost bins may be erected on plots but they shall be properly maintained and of good appearance.
- 9.8 **Conservation.** Allotments shall be cultivated in an environmentally friendly manner, making best use of organic methods.

Annex C: Garden Allotment Tenancy Agreement

An agreement for the period¹ from..... to Between the **Shepton Mallet Bowls and Tennis Club** (hereinafter referred to in this agreement as the Club) and Club member..... (hereinafter referred to in this agreement as the Tenant) in respect of the Allotment **Plot or Area Number**..... on the Club's Site at **Frithfield Walk, Shepton Mallet, BA4 5LY**.

The Tenancy is subject to the following terms and conditions and will be subject to termination as listed under clause 5 (hereinafter called "Termination") procedure.

1. **Club Membership.** The Tenant shall be a member of the Club for the duration of the agreement period.

2. **Club rules and regulations.** The Tenant shall comply with Club rules and regulations, in particular the Garden Allotment rules at Section 9.

3. **Payment of Rent.** The annual rent or a proportion rent for any part of a year up to 31st March is payable in advance by 6th April. Rent shall be fixed at pounds (£..) per annum for the duration of this agreement.

4. **Cultivation.** The Tenant shall keep the allotment in 'cultivation', growing vegetable, fruits and/or flowers to the reasonable satisfaction of the Club. Weed vegetation shall be cleared/covered and under control. Plot edges and adjoining paths shall be maintained to a reasonable standard.

5 **Termination Procedures**². The Tenancy Agreement shall continue until the termination date or in any one of the following manners:

5,1 The Tenant shall cease to be a member of the Club or the Tenant terminates this Tenancy;

5.2 The Club shall be entitled to terminate this Tenancy in any of the following ways:

5.2.1 By giving a minimum of 12 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;

5.2.2 In the event of the Allotment not being sufficiently 'Cultivated', but no earlier than 6 months following the date of the Agreement. The Club shall issue a warning notice giving 3 months for the Tenant to comply. If the Tenant does not comply by the end of the notice period, the Club shall serve a 1 month Termination Notice.

I HAVE READ THE ABOVE AGREEMENT AND CLAUSES AND AGREE TO ABIDE BY THE TERMS AND PAYMENT SCHEDULE SET OUT.

SIGNED by..... For the Club Secretary Date.....

SIGNED by Tenant:.....Date:...../...../.....

Name in block letters.....

¹ For an initial period of two (2) years, thereafter periods of 5 years.

² The legal termination procedures are under THE SCHEDULE in The Allotment Act 1922 Section 1 Sub-section (1), as amended by the Allotments Act 1950 Section 1 (1)).