

STANDARD FORM OF LICENCE

Between One Tree Hill Allotment Society and

Name

Address

.....

Telephone No: Email

Regarding Plot No:

CONDITIONS OF LICENCE

1. The annual rent shall be payable yearly in advance to the Society - OTHAS - and to be made by the last Thursday of September of each year. If a member is in arrears of their rent by a calendar month their membership will be terminated and a one months' notice to quit issued. The Society has the absolute right to re-possess their plot after the Notice to Quit has expired.
2. The rent is to include an amount of £1.00 as Subscription to the Society. This will be treated exactly as the rest of the rent. The plot holder will also be a member of the Society.
3. The plot holder will keep their plot clean and in a good state of cultivation and fertility.
4. The plot holder shall get the Committee's written approval before:
 - a. putting up a tool shed or similar structure
 - b. planting any tree (except small fruiting or flowering bushes)
 - c. Installing a pond or other such water features.
5. The plot holder shall keep their shed (if any) in good repair. If it is not, despite a written warning from the Committee, the committee has the right to remove and dispose of the shed.
6. There shall be a perimeter of at least 18" around each plot free from any obstruction, rubbish or overhanging crops or fruit. All paths should allow the safe movement of plotholders.

7. The plot holder shall not cause any nuisance to other plot holders. Friends, family and pets are all welcome, but the plot holder is responsible for their behaviour.

Members must not cause any nuisance or annoyance to the occupants, whether visitors to, or members of other plots, or to the neighbourhood.

No children shall be admitted unless accompanied by an adult and under their control, they shall be restricted to the members plot only and must not be permitted to use the grounds as a play area.

8. The plot holder may not sublet or assign their plot.
9. Dogs brought on to the site by the plot holder must be kept on a lead and must not be allowed onto other plots or to foul the recreational areas surrounding the plots
10. The plot holder must not park their car or other vehicle on the site except for briefly unloading equipment.
11. Plot holders may build small, contained fires on their plots. The building of fires of any size is not permitted anywhere else on the site. Manmade materials (such as plastics, synthetic materials and chemicals) must not be burnt. Please ensure the fire is extinguished an hour before leaving the site, this is a requirement of our sites insurance.
12. The Committee may terminate this licence if these conditions are not met or if the plot holders' behaviour is judged to be detrimental to the interests of other members. Before terminating any licence, the Committee must give the plot holder a reasonable chance to explain their views. This should usually include a two weeks warning of a Committee meeting which will consider their case, so that the plot holder can attend or write in.

After deciding to terminate a licence, the Committee will issue a Notice to Quit. This must be in writing and must allow one month for the plot holder to leave the site.

If the plot holder wants to appeal against the Notice to Quit, and can find 5 other members to support them, they can take this case to a *General Meeting*. Such a *General Meeting* must be before the Notice to Quit runs out.

The decision of the *General Meeting* will be final, and there is no appeal against it.

13. If a plot holder dies or becomes too unwell to continue, the Licence is automatically terminated. But in re-letting the plot, the Committee will give priority to the plot holder's immediate family.
14. If the plot holder decides to give up their plot, or changes their address, they

should tell the membership Secretary as soon as possible. If for any reason you find that you cannot work your plot for a period of time then please inform the Membership Secretary immediately.

15. At the date the plot holder has said that they will give up their plot, or at the date of the expiry of Notice to Quit, then any buildings or tools or equipment or plants left on the plot shall become the property of the Society.
16. Plottolders have the responsibility of ensuring the gates are padlocked after you use them, they are not to be left open and unattended for any amount of time. The Society cannot be responsible for any tools, equipment etc left on the site, even in a locked shed.
17. The plotholder must not use metal poles as fencing posts, especially along the paths edges. Any posts over 2 metres high are excluded.
18. Any plotholder found stealing produce or equipment from another plot will be issued with an immediate Notice to Quit.
19. The society wishes the site to be organic as possible. Weed killers and other chemicals may only be used if absolutely necessary. If they are administered by spraying techniques then the plotholder must take care there is no drift on to other plots.
20. For plots where the water comes from the metered supply, we do not allow the use of hosepipes. Anyone found using a hosepipe will be issued with an immediate Notice to Quit.
21. The gate key to the allotment site is the property of OTHAS and must be returned to the Society's committee upon termination of the licence or upon request by the committee.
OTHAS will take action to recover any keys that have not been returned.
22. Materials and items that are not for immediate use or deemed not suitable for allotment purposes must not be stored on plots. The committee will take action against such stockpiling and the plot holder will be notified in writing and given two weeks to remove it. If the items are not taken away by the plotholder the committee will remove the items.

Asbestos, fibreglass and other hazardous materials must not be brought on to the site. If any are found, the plot holder will notified in writing and must remove immediately. If the materials are not taken away by the plotholder the committee will remove the items and issue an immediate Notice to Quit.

23. Rubbish. - **THE SITE DOES NOT** have any communal rubbish bins or collection points. Plottolders must make their own arrangements to remove and take away rubbish that is generated on their plot. Any items that are unable to be taken way

please contact a member of the committee. Any plotholder found disposing rubbish on any part of the site, including any of the communal areas, wild areas will receive an immediate Notice to Quit.

24. The Plotholder shall not without the written consent of the committee, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay. Nor take materials that have been stored on site for site projects.
25. The Plotholder shall not keep any livestock, including poultry, on the allotment
26. The Plotholder shall, as regards the Allotment Gardens, observe and perform all conditions and covenants contained in the Lease under which the Council hold the land.
27. The Plotholder shall not use any form of carpet/tiles as a weed suppressant.
28. Where the expression "the Plotholder" consists of more than one person the obligations on such persons shall be joint and several.
29. The growing of produce for sale is prohibited.
30. No relative or friends of members shall be allowed on the ground unless accompanied by the member or in possession of their licence.

I have read these conditions and I understand and accept them.

I have read the Rules of the One Tree Hill Allotment Society and understand and accept them.

A copy of the Agreement/Lease with Southward Council is available upon request to the Secretary.

Signed.....

Membership Secretary's signature.....

Date.....