

Duration of Licence

This agreement for the period from 1st March 2021 to 27th February 2022 is between the Shepton Mallet Bowls and Tennis Club and the individual allotment holder at the Club's Site at Frithfield Walk, Shepton Mallet, BA4 5LY. Allotment licences, on acceptance and payment, run for one year less a one day reversion and extendable by mutual agreement at the end of each and every licensed period. Licensees are requested to confirm each January that it is the intention to continue for another year to give opportunity to be relicensed otherwise.

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 Club account Lloyds Bank Sort Code 30-98-97 A/c 46444260 giving the surname and the word <allotment> as reference.

Club Membership.

On paying the licence fee, the allotment holder becomes a full member of the Club for the duration of the agreement and will comply with Club and Allotment rules and regulations detailed here and on the website. Allotment holders are encouraged to participate in allotment life and to be prepared to share knowledge or provide assistance.

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. No partial refunds apply.
- The Club reserves the right to terminate the agreement if the licence fee remains unpaid after 14 days from the 1st of March.
- For an existing tenant, in the event of the allotment not being sufficiently 'cultivated'. In such circumstances no earlier than three weeks from the start date of the new Agreement, or other breaches of the Agreement, the Site Manager may issue a warning notice giving three weeks for the Licensee to comply. If the Licensee does not comply or the accept invitation for discussion by the end of the notice period, the Site Manager may serve one week's termination notice to allow the plot to be cleared or other such lesser action as appropriate.
- Any other set of circumstances where it is reasonable for the Club to terminate the lease with or without notice.

This agreement is not assignable to another person but cultivation may be shared among family members. 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.

Shepton Mallet Bowls and Tennis Club 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 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 of the individual allotment.
- 3 The Allotment Garden 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.
- 4 The licensee shall cause no nuisance or annoyance to any licensee of any other part of the Allotments or the occupiers of the site.
- 5 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 to be removed including the base and the ground to be made good;
- 6 The Club may request removal of inappropriate structures eg double glazed frames
- 7 No livestock or poultry of any kind shall be kept upon the allotment;
- 8 The licensee shall not sub-let or part with the possession of any part of the allotment. If you find you cannot work the plot for a period of time due to ill health or other reasons contact the Site Manager for discussion.
- 9 The licensee shall not erect any building or other permanent structure on the allotment
- 10 The licensee shall maintain in decent order all borders and paths bordering the assigned 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 Site 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 Club has an area put aside for "mini plots" which are ideal for children, disabled and people new to growing produce wanting to give it a try. They are available on a first come first serve basis.
- 15 The licensee is responsible for the behaviour and safety on all guests while they are on site.
- 16 The Club may make reasonable amendments to these rules in light of experience and suggestions while giving members reasonable time to comply.
- 17 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