
Three Towns Growers

Allotments and Community Garden

AGREEMENT FOR ALLOTMENT PLOT/RAISED BED OCCUPATION

AN AGREEMENT made on this day _____ between Three Towns Growers (hereinafter called "The Board") of the one part and

(Name) _____
(hereinafter called "The Licensee") of the other part

(Address) _____

(email address) _____

(Contact number) _____

(Emergency Contact number) _____

Whereby The Board agree to grant license for occupation and the Licensee agrees to occupy from (date) _____ (hereinafter called "The Plot" or "Raised Bed") in the Register of plots provided by The Board and containing - Plots – 100m² / 150m² / 200m² or thereabouts, or Raised bed – 6ft by 3ft (subject to the exceptions and reservation contained in the Lease agreement under which The Board let the land from North Ayrshire Council) at the cost of £10/£15/£26/£39/£52 payable for one year.

RULES AND REGULATIONS

All Licensees must read this agreement carefully and be aware of the policies and procedures of the organisation. The intention of these rules is that the allotments be worked to a high standard and that all Licensees adhere to the exceptions and reservations set by North Ayrshire Council within the ground lease agreement. Licensees are encouraged to collectively take responsibility for the overall maintenance of the allotment area and to take part in any general tasks as identified by The Board. All Licensees should be aware that the demand for plots in North Ayrshire is very high and continuing to

increase, therefore if The Licensee finds difficulties maintaining their Plot/Raised Bed, they must consult with The Board to discuss a resolution to the situation.

1. Application for a Plot/Raised Bed must be made in writing to The Board, whose contact details can be found upon the site notice board. The applicant will provide all supporting information requested by The Board. Thereafter, The Board will notify the applicant in writing of their decision. If the application is granted, the applicant (hereinafter referred to as the “Licensee”) will be notified of the date of when their occupation of the Plot/Raised Bed will commence and the annual licence fee due.
2. The allocation of individual Plots to Licensees is restricted to one plot per household. The allocation of Raised Beds in the Outdoor Community area is restricted to two per household. The allocation of Raised Beds in the Community Polytunnel is restricted to one per household but can only be allocated to a Licensee who does not have a greenhouse or polytunnel on their plot.
3. Any Licensee failing to commence work on a Plot/Raised Bed within a period of 2 months from their commencement date and thereafter continuing to cultivate their Plot/Raised Bed on an ongoing basis will forfeit the right to occupy the Plot/Raised Bed together with any fee paid. The Board will thereafter have the power to re-let the Plot/Raised Bed.
4. (a) All allotment license fees are paid yearly in advance for the year 1st April until 31st March the following year. When commencing occupation of a Plot/Raised Bed, the Licensee will pay the appropriate proportion of the annual fee for the period up to 31st March within 30 days of the application being granted.
(b) Non-payment of the annual fee by the 30th of April will be taken as an indication of the cessation of tenancy. The Board will then have the power to re-let the Plot/Raised Bed.
5. The Licensee may not sub-let, employ, assign, or otherwise part with the possession of a Plot/Raised Bed or any part thereof without first obtaining the consent of The Board.
6. (a) A Plot/Raised Bed must be used for the sole purpose of growing vegetables and other produce (but not by way of trade or business) and a Licensee will not allow any part to be waste, overgrown or unmanaged.
(b) The Licensee must have the majority of the plot cultivated (i.e. preparing the soil for the growing of crops and management of the same). The Licensee will keep the Plot/Raised Bed well manured and will control all weeds and otherwise maintain it in a proper state of cultivation and for the growing of produce.

7. No livestock, including bees will be kept on any plot. Dogs may be taken on site by The Licensee while they are visiting their Plot but must be kept on a lead at all times when out with the confines of Plot.
8. No building or structure of any kind will be erected on any plot without the written consent of The Board.
9. The Licensee will not erect any wall or fence or plant any hedge without prior permission of The Board.
10. The Licensee must ensure that the 12-inch dig restriction imposed on the site by the landlord is adhered to at all times.
11. The Licensee must ensure that pesticide or weed killer is not used on their Plot/Raised Bed. If, exceptionally, The Licensee sees a strong need for the use of pesticide or weed killer, the matter must be referred to The Board for consideration.
12. The Licensee is responsible for the upkeep and the removal of weeds and vegetation from their Plot boundary fence. The roadside immediately adjacent to Plot should be maintained by keeping it cleared or keeping any vegetation cut to road level. Additionally, Raised Bed holders must ensure that the area around their Raised Bed is kept clear and accessible at all times for others to pass freely.
13. The Licensee will not cause any nuisance or annoyance to the Licensee of any other Plot/Raised Bed or obstruct any path set out by the Three Towns Growers or North Ayrshire Council for the use of the Licensees of the site.
14. The Licensee will not permit the playing of any radio, music playing device, musical instrument etc in such a manner as to cause annoyance or nuisance to any other Licensee or member of the public.
15. Each Licensee is required to ensure that public access to the site is welcomed during reasonable hours. Any Licensee exiting the site after 5pm is responsible for ensuring the gate is securely locked if there are no others on site. Licensees are encouraged to have their gate key with them when on site.
16. Any officer of the landlord will be entitled at any reasonable time to inspect any Plot/Raised Bed.
17. The Board reserves the right to clear and tidy any Plot/Raised Bed which remains in an uncultivated condition and will not be responsible for any losses in produce or materials arising from this action.
18. If The Licensee is going to be absent for a significant part of the growing season, they must notify a Member of The Board and arrange for someone to look after Plot/Raised Bed during this

period of absence. If The Licensee is unable to arrange cover, they should again contact a member of The Board to discuss potential solutions.

19. If The Licensee fails to maintain Plot/Raised Bed in a proper state of cultivation or is in breach of any other condition contained in these rules and regulations, The Board may serve written notice on The Licensee requiring them, to rectify the breach within a period of four weeks. If such notice is not complied with and work has not commenced suitably within a period of two weeks from the first written notice being sent, a second written notice will be sent informing The Licensee that they have a final two weeks to comply upon which time they will forfeit the right to occupy the Plot/Raised Bed together with any fees paid and The Board will thereafter have the power to re-let the Plot/Raised Bed. This will be explained in the third and final letter which will be the Notice of Eviction.
20. If The Licensee gives or is given notice to quit, they will be given 2 weeks to remove their belongings from their Plot/Raised Bed from the day of the notice to quit, after which, any remaining items including produce will be passed on to the next Plot/Raised Bed holder. The Board will not be responsible for any losses in materials or produce arising from this action.
21. If a Plot/Raised Bed becomes vacant, no Licensee or Member is permitted to remove any item or produce from the vacant Plot/Raised Bed.
22. Any disputes arising between Licensees will be referred to The Board. In the event of (a) The Board decision on such a dispute failing to resolve this matter, or (b) a dispute arising between a Licensee or Licensees and the Three Towns Growers, the dispute will be referred to the Landlords Senior Manager Legal Services, Cunninghame House Irvine, KA12 8EE, whose decision on the matter will be final and binding on all parties.
23. Any correspondence between a Licensee and The Board should be sent using contact details either posted on the notice board or through other official means (e.g. Board email addresses or letters written to The Board Office Bearers) and not by using Board member's personal details. Any correspondence made to any Board members personal contact details will not be recognised as official correspondence by The Board and will therefore not be acted upon.
24. The Licensee will not allow the burning of material on their Plot.
25. The Licensee must ensure plastic/paper/metal/glass/wood waste etc does not accumulate on Plot/Raised Bed. Rubbish should be removed, and not left in any communal areas or along the fence. Skips may be provided from time to time for the removal of site rubbish at the discretion of The Board.
26. Each Licensee is encouraged to compost their own organic waste on their Plot. Access to the general composting area in the north-west corner of the site will be on designated dates and

times only as agreed by the board. These will be corresponded via email and the notice board. No access to the general compost at any other time is permitted. Licensees are not permitted to bring organic waste from home to place in the general compost area but may bring it down if composting on their own Plot.

- 27. Communal tools are available for maintenance / site clean-up days and for short term use by Licensees on Plot/Raised Beds via a request to a member of The Board. These must be returned clean at the Licensees earliest convenience. Please report any faults / issues with these items to a Board member.
- 28. A water butt has been provided for each plot and must remain within the plot.
- 29. Licensees using vehicles to access Plot/Raised Bed for drop off/pick up purposes must use the one way system and keep to the maximum 5 mph speed restriction. Licensees are encouraged to make use of the designated parking areas; If Licencees must park at their Plot then they must park at the left hand side of the road to ensure accessibility for others.
- 30. The Licensee is responsible for keeping The Board informed of up-to-date contact details. Failure to do so may result in important information and updates being missed by the Licensee.
- 31. A Plot/Raised Bed is not necessarily hereditary if a Licensee passes away or is unable to continue to tend the Plot/Raised Bed. Each individual case will be treated at The Boards discretion and given consideration based on the Licensee's own merit.

Signed **Date**

(Licensee)

Name..... **Signed** **Date**

(Board Member)