

2. ELIGIBILITY

- 2.1 Any person aged 18 years or over who is resident in the Parish of Ide is eligible to become a licensee.**
- 2.2 Owning a property in Ide but residing elsewhere does not make a person eligible for a Garden plot.**
- 2.3 The Licensee must be the person who will work the Garden plot.**
- 2.4 When a licensee or a person on the waiting list for a licence for a Garden plot moves away from the Parish of Ide, they may no longer continue to hold a licence or remain on the waiting list for a licence from the date they cease to be a resident in the Parish of Ide**
- 2.5 No Landlord and Tenant relationship will be created by virtue of this Licence**
- 2.6 For the avoidance of doubt the Licence shall be outside of the statutory provisions of the Allotment Acts 1908 – 1954 and the Garden plot and the Garden land shall not become a statutory allotment or allotments**

3. APPLICATION

Applications for a licence for a Garden plot should be made in writing to the Clerk to the Council who will record details of the application. All applications will be recorded in date order of receipt by the Council and where a waiting list occurs, plots will be offered to applicants in this order subject to eligibility.

4. THE LICENSEE AGREES WITH THE COUNCIL AS FOLLOWS:-

- 4.1 To pay the Licence Fee due by the 5th day of July each year and to pay all outgoings that arise as a result of the use of the Garden plot or any part thereof in accordance with the terms of this licence. The Licence Fee for licences starting after this date shall be calculated on a pro rata basis. The Licence Fee will be reviewed in May 2020, to take effect in July 2020.**
- 4.2 . To observe all rules and regulations relating to the Garden plot and Garden land that have been or may at any time hereinafter be made by the Council or Ide Primary School (the School`) and of which the Licensee shall have been notified and to ensure that any visitors that the Licensee may bring onto the Garden plot and Garden land also observe the aforementioned rules and regulations**
- 4.3. To permit any member, officer or agent of the Council at any time to enter upon and inspect the Garden plot. The Council may give the Licensee a notice in writing of any breach of any of the conditions of this licence. The**

Licensee shall carry out and complete any works needed to remedy that breach within the time period specified in the notice or within such timescale as is verbally requested by the Council.

4.4. Not to assign, underlet or part with possession of the Garden plot or any part thereof, and to ensure that the Garden plot is cultivated only by the Licensee or any other person for whom the Council's prior written permission has been sought and granted.

4.5. To join the Ide Allotments Association (' the Association '), which represents the overall interests of the licensees and which has a duty to place before the Council matters raised by members of the Association.

4.6. Not to attach any sign, poster, notice or advertisement on the Garden land or Garden plot.

4.7. To maintain the Garden plot at all times within the prescribed boundaries and not to extend the area of the Garden plot beyond those boundaries by either his or her acts or omissions, and to use the Garden Plot for no other use than the Permitted Use.

4.8. To keep the Garden plot in a clean and tidy condition, free from debris, refuse, waste and other materials or any decaying matter except manure and compost in such quantities as may be reasonably required for use in cultivation.

4.9. To keep the Garden plot properly cultivated ensuring that the plot is as far as possible kept free of weeds and noxious plants and well manured in a good state of cultivation and fertility and in good condition.

4.10. To keep the boundaries to the Garden plot where they abut other plots, Garden land and common pathways in good condition and properly edged, to reduce the risk of accident and injury.

4.11. In co-operation with the other licensees arrange to properly maintain, prune, trim and lop the boundary hedges and trees that surround the boundary of the Garden land.

4.12. Keep any hedge that forms part of the Garden plot properly cut and trimmed and any ditches properly cleaned and maintained and keep in good repair and condition any fences and gates at the Garden plot, and promptly make good to the Council's satisfaction any wilful or accidental damage to the Garden plot caused by any person.

4.13. Not to erect any building or buildings on the Garden plot other than one of the following structures :- a shed, a rabbit hutch, a glasshouse or a poly-tunnel (' Non-Permanent Temporary Structures ') and which Non-Permanent Temporary Structures shall firstly not exceed 8' (width)x 6'6 (depth) x 6'6 (height) and secondly shall not exceed a maximum of one such building in total on the Garden plot at any one time and which for the avoidance of doubt shall include in that number those already in situ on the Garden plot.

- 4.14. Save as provided for in the licence, not to carry out any works of any description on the Garden plot without the prior written consent of the Council.**
- 4.15. Not to keep bees or chickens on the Garden plot or Garden land.**
- 4.16. To ensure that only the Accessway is used to and from the Garden land and Garden plot and that it is kept free of obstruction and hazards at all times.**
- 4.17. Not to plant any trees on the Garden plot save for fruit trees.**
- 4.18. Not to keep any livestock on or at the Garden plot or Garden land.**
- 4.19. Not to use the Garden plot for any trade or business.**
- 4.20 To ensure if using any sprays and fertilisers at the Garden land and Garden plot to select and use chemicals whether for spraying seed dressing or for any other purpose whatsoever that will prevent harm to the Council, the School and all other persons who enter or are within the vicinity of the Garden land and Garden plot and wildlife (other than vermin and pests) and to comply at all times with current regulations relating thereto.**
- 4.21. Not to plant any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent plots and adjacent common pathways.**
- 4.22. When using pegs, stakes or similar items to set them in such places and such ways that they do not overhang or obstruct adjacent plots.**
- 4.23. To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.**
- 4.24. Not to cause or permit any nuisance or annoyance to the occupier of any other plot and to be a good neighbour.**
- 4.25. To ensure that tools and other personal equipment are kept safe and secure when not in use and the Licensee acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.**
- 4.26. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, water troughs taps or other fixtures of the Council and of fences and gates which are the property of neighbouring sites.**
- 4.27. Not to deposit nor allow to deposit upon the Garden plot nor any part of the Garden land any spoil, road sweepings, refuse or other materials, excepting only manure in quantities such as may be required for immediate use in cultivation.**

- 4.28. Not to allow children under the age of 16 on to the Garden plot and Garden land unless accompanied and supervised by the Licensee , or other responsible adult.**
- 4.29. Not to allow dogs on to the Garden plot and Garden land unless supervised and controlled by the Licensee , and to clear away from the Garden plot and Garden land all dog faeces that may arise.**
- 4.30. To clear away from the Garden plot and the Garden land all rubbish and other waste generated by the Licensee and not to leave such waste matter on any part of the Garden plot or Garden land.**
- 4.31. Bonfires may be lit only at least 2 hours before sunset and should be supervised at all times. If any bonfires cause any loss nuisance annoyance damage disturbance inconvenience or discomfort to the school or interferes with the activities of the school or in any way that might vitiate the Council's or the County Council's insurance then the Council may issue a prohibition on bonfires at its discretion until further notice**
- 4.32. To use watering cans whenever possible for watering, and to report any malfunction/water leakage with the water troughs.**
- 4.33 That in any case of dispute between the Licensee, and any other occupier of a Garden plot shall be referred to the Council whose decision shall be final.**
- 4.34 Inform the Council forthwith of any change of address.**
- 4.35. Not to use the Garden land or Garden plot for any illegal purpose; nor for any purpose in a manner that would cause any loss, nuisance, annoyance, damage, disturbance, inconvenience or discomfort to the Council, the School or village residents, any other tenants or occupiers or any owner or occupier of any other property; or interfere with the activities of the School nor in any way that would vitiate the Council's or the County Council's insurance.**
- 4.36. Not to install nor alter the route of any Service Media (if any) at and forming any part of the Garden land**
- 4.37. Comply with all laws (including health and safety legislation) relating to the Garden land and Garden plot and the occupation and use of the Garden land and Garden plot**
- 4.38 At the expiration or sooner determination of the Term at his or her own expense remove all Non-Permanent Temporary Structures and reinstate the surface and ground of the Garden plot to the reasonable satisfaction of the Council and peaceably surrender and yield up the Garden plot**

5. TERMINATION

5.1. Either the Council or the Licensee may at any time after the commencement of the Term serve three months notice in writing on the other party to determine this licence providing that such notice shall not expire between the 26th March and 28th September inclusive in any one year but without prejudice to the rights of either party in respect of any previous breach by the other

5.2. This licence shall terminate on the death of a Licensee.

5.3 This licence shall terminate automatically on the 23rd October 2023 this being the expiry date of the lease (the Lease) between the County Council and the Council of the Garden land and dated

5.4 This licence shall also terminate by re-entry by the Council at any time after giving 28 days previous notice in writing to the Licensee:-

5.4.1 If the Licence Fee or any part thereof is in arrears for not less than thirty days whether legally demanded or not or

5.4.2 If it appears to the Council that there has been breach of the conditions and agreements on part of the Licensee herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the Garden plot at least three months have elapsed since the commencement of the licence or

5.4.3 If the Licensee shall become bankrupt or compounds with his creditors.

5.5 When the licence has terminated the Licensee will be liable to remove such items as remain on the Garden plot and to return them to the Council in good condition and without warranting any cost to the Council. If the Garden plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish then the Licensee shall be required to reimburse the Council for all reasonable costs and expenses incurred by the Council in making good that damage.

5.6. The Licensee acknowledges and accepts that the County Council is at liberty to vary the route of the Accessway at any time during the duration of this licence

6. RIGHTS EXCEPTED AND RESERVED TO THE COUNTY COUNCIL

The licence is subject to the rights exceptions and reservations of the County Council as contained in the Lease of which the Council has provided the Licensee with details of the same and the Licensee acknowledges and accepts

that the Garden plot and Garden land are subject to these provisions and enters into the licence on this basis

7. NOTICES

Any notice required to be given by the Council to the Licensee may be signed by the Clerk to the Council for the time being and may be served on the Licensee either personally or by leaving it at his/her last known place of abode or by registered letter sent by recorded delivery service addressed to him/her but in the event of the Council being unable to effect service using any of the aforementioned methods then the notice to be fixed in some conspicuous manner on the Garden plot comprised herein. Any notice required to be given by the Licensee to the Council shall be sufficiently given if signed by the Licensee and sent in a prepaid letter to the Clerk of the Council

Signedon behalf of the Council

SignedLicensee

[NCAB 12 Sept 2017]