

This Agreement is made the 19th day of March 2024.

BETWEEN

(1) SHAPWICK PARISH COUNCIL care of The Gables Mill Lane Shapwick
Somerset TA7 9ND ("The Council") and

(2) SHAPWICK ALLOTMENT ASSOCIATION care of 39 Station Road
of Shapwick Somerset.

("The Association")

Now it is agreed as follows:-

1. Interpretation

1.1. In this Agreement the following words shall have the following meanings:

"Allotment Site" means the land at Bridewell Lane Shapwick shown for the purposes of identification only edged red on the Plan 1

"Boundaries" the boundaries identified on Plan 2 and marked A-B B-C C-D and D-A

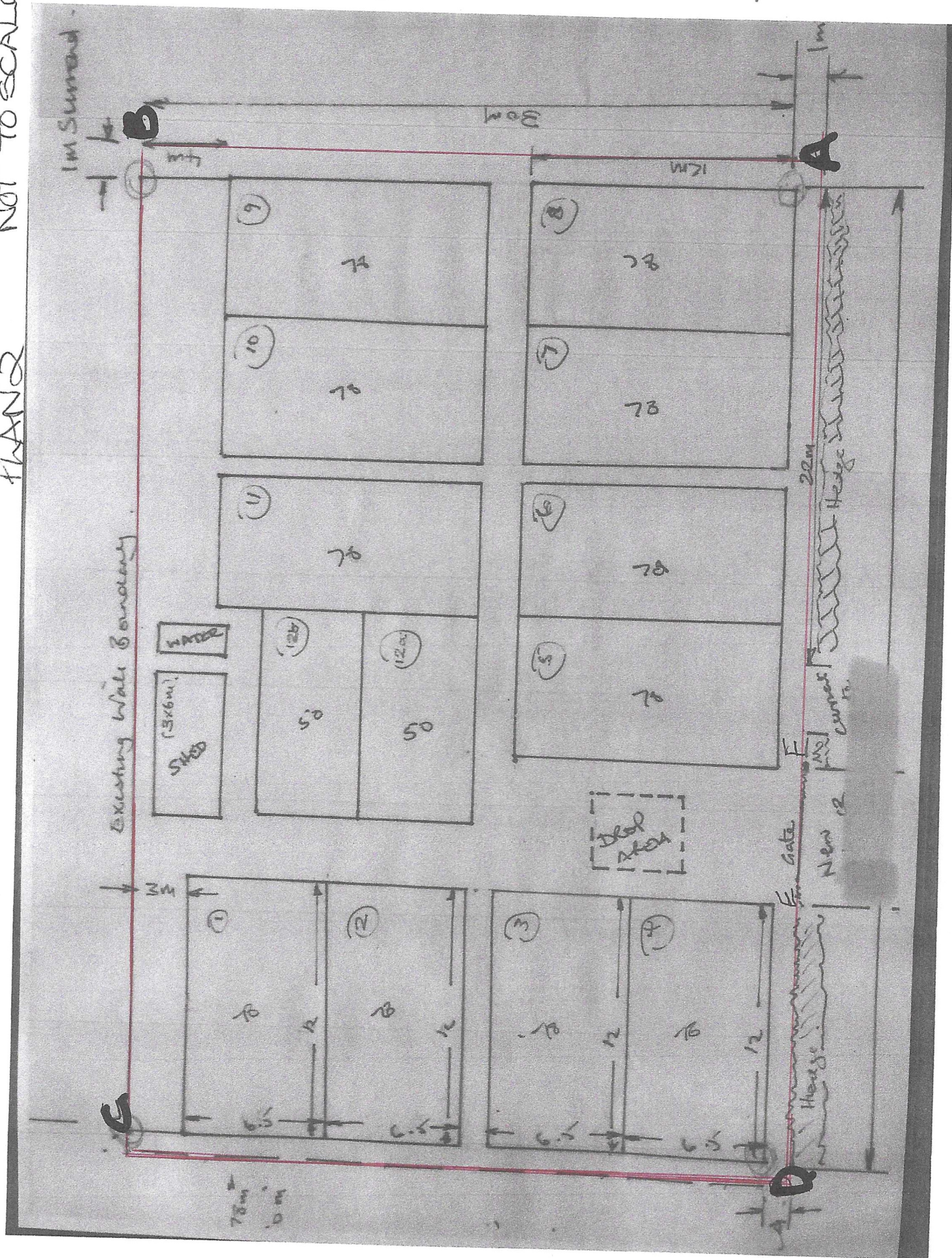
"Conditions of Use" the conditions of use set out in Schedule 1

"Growing Season" means the period April to September in any year

"Plan1 and Plan 2" means the plans attached to this Agreement and marked "Plan 1" and "Plan 2" respectively

PLAN 2 NOT TO SCALE

Tasken



“Rent” means the sum of One hundred and Twenty-Pounds payable on the 1st January in every year in advance

“Retained Land” means the remaining land excluding the Allotment Site registered under title numbers ST285230 and ST285219

- 1.2. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.3. Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.4. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Association agrees to take the Allotment Site (subject to any exceptions reservations and provisions contained in any deed or document under which the Council hold or derive title to the land or any wayleaves which affect the Council's legal title) excepting and reserving to the Council and those authorised by it:-

2.1.1. All mines and minerals;

2.1.2. The right to have erect and maintain advertisements;

2.1.3. The right to access the Retained Land.

3. Tenancy and Rent

- 3.1. The Allotment Site shall be held for a term of Five years from 1st January 2024 determinable as hereinafter provided subject to payment of the Rent

4. Associations Covenants

4.1. The Association will:-

- 4.1.1. Appoint a committee of management of not less than 3 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association;
- 4.1.2. Provide the Council with the names and addresses of all committee members and notify the Council immediately of any change of membership of the committee;
- 4.1.3. Use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
- 4.1.4. Only let the Allotment Site to individual tenants in accordance with the Tenancy Agreement annexed to this Agreement as Annexure 1.
- 4.1.5. To observe and perform the Conditions of Use and ensure that all occupiers of the Allotment Site observe and perform the Conditions of Use
- 4.1.6. Not to cause or permit to be caused any nuisance or annoyance to the Council nor adjoining owners of occupiers nor the general public.

- 4.1.7. Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by individual plot holders.
- 4.1.8. Be responsible for the day to day running of the Allotment Site and shall sublet the individual plots to members of the Association and shall keep a waiting list for that purpose.
- 4.1.9. Keep an up-to-date register of the names and addresses of the allotment garden plot holders which register shall contain a record of the rent payments made by the plot holders and should be available for inspection by the Council or officer of the Council at any time on request.
- 4.1.10. Make available for inspection by each allotment plot holder a copy of this Agreement and the Association rules regulations and byelaws (if any).
- 4.1.11. Maintain a list of potential allotment plot holders and let any vacant plot in accordance with the Association rules regulations and byelaws (if any) which shall include provision for a waiting list to be maintained and vacant plot offered in order of date of application. If requested to do so to provide the Council with full details of the tenancies and waiting lists.
- 4.1.12. Not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list referred to clause 4.1.10 above.
- 4.1.13. Not assign or transfer the whole or any part of the Allotment Site save to allotment holders as individual allotments in accordance with the terms of this Agreement.
- 4.1.14. Use or permit the use of any building allowed on the Allotment Site only by members of the Association and their guests in

connection with the use of the allotments as permitted by this Agreement and not make any alteration or addition to the building except with the previous consent in writing of the Council;

4.1.15. Pay for the security and maintenance of any building provided by the Council and keep the building wind and watertight and in a clean and tidy condition at all times.

5. Entry onto the Site

5.1. Any duly authorised officer or agent of the Council shall be entitled at any time upon prior appointment (save in cases of emergency) to enter and inspect the Allotment Site and the Association's records and shall inform the Association of the results of the inspection upon request.

6. Termination of Tenancy

6.1. This Agreement may be terminated;

6.1.1. By either the Council or the Association giving at least 12 months' notice in writing to expire on the 31 December in any year, or

6.1.2. By re-entry by the Council at any time after giving 3 months previous notice in writing to the Association on account of the land being required

6.1.2.1. for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or

6.1.2.2. for building mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or

6.1.3. By re-entry by the Council at any time after giving 1 month's previous notice in writing to the Association if

6.1.3.1. the rent or any part thereof is in arrears of not less than 40 days whether legally demanded or not, or

6.1.3.2. the Association has breached any of the conditions contained herein.

7. The Council Covenants

7.1. The Council is responsible for the Boundaries marked on Plan 2 between points B-C and the external maintenance of hedging between points A-D but the Council is not responsible for the maintenance of the boundary hedging between points A-B and the internal maintenance of boundary hedging between points D-A but not any boundaries separating individual plots or any trees not growing on plots, and;

7.2. Carry out rubbish clearance from any maintenance of the Boundaries which are the responsibility of the Council under this Agreement;

8 Indemnity

The Council is not responsible any loss theft damage or injury to any persons or property on the Allotment Site and all persons who enter the site do so at their own risk.

9 Notices

Any notice required to be given by the Council to the Association under clause 6 above may be given by sending by registered post or by recorded delivery service a written notice to the last known

registered address of the Association or the last known address of its secretary and chairman or by fixing the same in some conspicuous manner on the allotment site but in the event of the Council giving notice under clause 6 above the Council may as an alternative serve notice by ordinary post or by hand and any notice required to be given by the Association to the Council shall be sufficiently given if signed by the secretary of the Association and sent by registered post or recorded delivery to the Clerk of the Council to the Council's published address for correspondence.

Schedule 1

Conditions of Use

1. Not to obstruct paths or interfere with surrounding plots and communal areas.
2. Not to erect any building or structures (which include without limitation walk in polytunnels and greenhouses) without the prior written permission of the Council.
3. To keep the Allotment Site clean clear of rubbish and in a reasonable state and maintain the boundary hedging shown on Plan 2 between points A- B on Plan 2 and the internal maintenance of hedging between points A-D.
4. To ensure that the Allotment Site is under active cultivation during the Growing Season utilising a no dig policy as the preferred method of cultivation recognising that the Allotment Site is within an area of high archaeological importance keeping soil disturbance to a minimum but allowing for the cultivation of crops and fruit trees any artefacts of historical nature discovered on the Allotment Site shall be notified to the Council.
5. Not to park any vehicles on the Allotment Site overnight and to limit vehicular access for the purposes of loading and unloading.
6. Not to allow any overnight sleeping on the Allotment Site.
7. Not to light any fires or bonfires.
8. No livestock, hens or bees may be kept on the Allotment Site.
9. Not to plant any trees (save for small fruit trees which must not exceed 2 metres in height).
10. Not to bring any dogs onto the Allotment Site (unless a registered assistance dog).
11. Not to hold any BBQs/ parties without the consent of the Council.
12. Not to use or allow any solar powered garden lights, metal wind chimes or garish ornaments.
13. Not to cultivate any illegal or injurious plants and to ensure that all brown waste weed roots and diseased plants are removed from the Allotment Site for disposal.
14. Not to erect any fences around the Allotment Site or between any individual allotment plots.
15. Not to use the Allotment Site other than between the hours of dawn and dusk.
16. Not to use any prohibited pesticides, barbed wire, razor wire or anything similar.

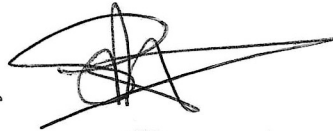
17. Not to cause any contamination of the Allotment Site or any adjoining watercourse.

18. Not to allow more than four standard proprietary sized compost bins for each full size allotment plot.

Executed by the Council acting by

Two councillors

GRAHAM PETER CROUCHER



LESLEY JOAN BASKELL



In the presence of



PAUL BRAGG Tully's, ORCHARD, MILL LANE
TA7 9ND

Executed by the Association by signing by

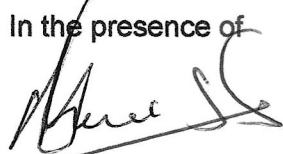
Two members of the committee

SIMON ROBERT DAWES

SUSAN BARBARA SELICK



In the presence of



P. BRAGG.