ALLOTMENT GARDEN CONTRACT
TILEHURST PEOPLE'S LOCAL CHARITY

Registered Charity No. 204048. Website: www.tplc.org.uk. The 'Licensor' refers to the trustees, officers, agents, managers and legal successors of Tilehurst People's Local Charity.

THIS CONTRACT is made on

the LEAVE THIS LINE BLANK **day of** LEAVE THIS LINE BLANK **20**……

between TILEHURST PEOPLE'S LOCAL CHARITY (the **'Charity'** and **'Licensor'**)
of P.O. Box 2802, Tilehurst, Reading, RG30 4GE Email: allotments@tplc.org.uk

and YOUR FULL NAME (the **'Plot-holder'** and **'Licensee'**)

of YOUR ADDRESS

Postcode: YOUR POSTCODE Telephone: YOUR PHONE NUMBER

Email: YOUR EMAIL ADDRESS

Licensed Plot identifier(s): YOUR PLOT NUMBER(s)

Licence start date: 29th September 2026 or the contract date, whichever is later.

Licence expiry date: 28th September 2027.

Both parties agree to the Terms and Conditions as detailed on the following pages.

Signed on behalf of the **Charity** as **Licensor**:	LEAVE THIS LINE BLANK (Trustee)
Date signed:	LEAVE THIS LINE BLANK
Witnessed by (signature):	LEAVE THIS LINE BLANK (Trustee)
Witness name (CAPITALS):	LEAVE THIS LINE BLANK
Witness address:	c/o P.O. Box 2802, Tilehurst, Reading, RG30 4GE

Signed by the **Plot-holder** as **Licensee**:	*Your Signature*
Date signed:	THE DATE OF SIGNING
Witnessed by (signature):	*The Signature Of The Witness*
Witness name (CAPITALS):	THE NAME OF THE WITNESS
Witness address:	THE ADDRESS OF THE WITNESS

CO-PLOT-HOLDERS WITH THE LICENSEE
(where the plot is to be cultivated jointly by a syndicate led by the Licensee)

Co-Plot-Holder 1			
Full Name:			
Address:			
Postcode:		Telephone:	
Email:			

Co-Plot-Holder 2			
Full Name:			
Address:			
Postcode:		Telephone:	
Email:			

Co-Plot-Holder 3			
Full Name:			
Address:			
Postcode:		Telephone:	
Email:			

Co-Plot-Holder 4			
Full Name:			
Address:			
Postcode:		Telephone:	
Email:			

Co-Plot-Holder 5			
Full Name:			
Address:			
Postcode:		Telephone:	
Email:			

TERMS AND CONDITIONS OF THE CONTRACT

1. THE CONTRACT AND LICENCE

1.1. General. In return for a consideration of an annual fee the Charity grants to the Plot-holder a Licence to use the plot(s) of land identified above (the 'Licensed Plot') as an Allotment Garden to be wholly or mainly cultivated by the Plot-holder for producing vegetable or fruit crops for consumption by the Plot-holder and his/her family.

1.2. Location. The Licensed Plot is on the Charity's private Allotment Site (the 'Site'), off Armour Hill and Polsted Road in Tilehurst. Refer to the Charity's website for a Site map showing the extent of the Site, the gateways at Armour Hill and Polsted Road (the 'Designated Gateways') and the approximate location of the Licensed Plot.

1.3. Licensing. The Licence is express, contractual, renewable, revocable, non-assignable, with no constructive trust. It is a twelve-month licence running from the start date to the expiry date as specified above (i.e. from a date on or after 29th September until expiry on the 28th September following).

1.4. Licence Renewal. Subject to the terms and conditions of the Contract in effect on the date of renewal, the Licence shall thereafter be renewed annually on 29th September. The Charity reserves the right to refuse to renew the Licence if the Licensed Plot has not been properly cultivated for twelve months or if the Plot-holder has at any time been in breach of any of the terms and conditions of the Contract then in effect.

1.5. Contract and Licence Changes. This Contract with its terms and conditions supersedes and annuls all prior contracts between the two parties relating to allotment garden(s). *[Note: The terms and conditions detailed on pages 2-4 of the previous June 2024 Contract edition are superseded by the terms and conditions on pages 2-8 of this June 2026 Contract edition.]* The Charity reserves the right to amend the terms and conditions of this Contract and the Licence. Amendments shall come into effect at the next Licence renewal on 29th September. Three months' notice of amendments shall be given on the Charity's website and affixed on the Designated Gateways or on nearby noticeboard(s).

1.6. Syndicates. Where up to six unrelated allotment gardeners seek to collaborate as a syndicate in cultivating a Licensed Plot, one shall sign the Contract as Plot-holder and Licensee (responsible for paying the annual fee), and the names, addresses and contact details of up to five other syndicate members shall be notified to the Charity as registered co-Plot-holders. The Charity as Licensor shall extend to the co-Plot-holders the same access and usage rights enjoyed by the Licensee under this Contract provided that (a) all co-Plot-holders have read and agreed to abide by the terms and conditions herein as if they were also Licensees, and (b) the Licensee agrees that any breach of the terms and conditions by a co-Plot-holder shall be treated as a breach by the Licensee.

1.7. Legislation. In so far as the conditions and provisions of the Allotment Acts 1908–1950 and any subsequent or other legislation apply to the Contract if at all the Charity and the Plot-holder will comply with such legislation.

1.8. Liability of the Charity. The Charity as Licensor is not legally responsible for any direct or indirect loss, damage or injury to any persons or property on the Charity's land howsoever caused. All persons who enter the Charity's land with any of their own property do so at their own risk. The Charity insures itself against its own third-party liability but this does not extend to insuring any liability or property of the Plot-holder or other persons.

1.9. Complaints. The Charity shall take reasonable steps to deal with any complaint or problem raised by the Plot-holder. The decision of the Charity in such matters shall be final and binding.

2. THE ANNUAL FEE

2.1. Fee Amount. The annual fee shall be set by the Charity as Licensor. The Charity reserves the right to review and revise the annual fees each year. Three months' notice of any increased fees for new or renewed licences shall be given on the Charity's website and affixed on the Designated Gateways or on nearby noticeboard(s).

2.2. Fee Payment Date. The Plot-holder shall pay the annual fee in advance of the licence start-date. For each renewal of the Licence, the annual fee due shall be paid before the start-date of 29th September. Where the start-date of a new Contract and Licence falls in the months of January to August, a proportionate fee may be charged or the fee may be waived at the absolute discretion of the Charity.

2.3. Concessionary Fee. The Charity may at its absolute discretion charge a lower annual fee where it considers (a) the Plot-holder's main household income to be state pension or state benefits, and (b) the Plot-holder to be ordinarily resident within the Charity's Preferred Area Of Benefit. The Charity reserves the right to demand evidence of the Plot-holder's household income and residential address to support any request for a concession.

2.4. Non-Payment of Fee. If the annual fee is not paid by the licence start-date, the Charity will issue a Final Demand which requires payment in full within 28 days of its issuance. If full payment is not forthcoming within the 28 days, the Charity will issue a Notice to Quit under clause 11.5, together with a Notice to Remove which requires the Plot-holder to remove any personal items from the Licensed Plot within 14 days of its issuance.

3. RESTRICTIONS RELATED TO THE SITE AND THE LICENSED PLOT

3.1 Limitation of Use. The Plot-holder shall use only the Licensed Plot, and shall use it solely as an Allotment Garden. The Plot-holder shall not use the Licensed Plot nor any of the Charity's property for any commercial purpose including the growing of crops for sale. The Plot-holder shall not make any arrangement with another person to make use of any portion of the Licensed Plot or any other part of the Site, and shall not take or sell or carry away any mineral, gravel, sand, or clay or permit any other person to do so.

3.2. Access by the Charity. The Charity reserves the right as Licensor to enter the Licensed Plot at any time for inspection purposes.

3.3. Access by the Plot-holder. The Licence permits the Plot-holder to have lawful access to the Site on foot via the Designated Gateways between sunrise and sunset (i.e. in 'daylight hours'), for the sole purpose of tending the Licensed Plot and surrounding paths. (For access by vehicle, refer to clause 3.6 below.) After entering or leaving the Site, any pedestrian gate used must be shut and any vehicle gate used must be locked. Year-round access in daylight hours is unrestricted except for one 24-hour closure period per year when all gates to the Site shall be locked. One month's notice of the date(s) and time(s) of the closure period shall be given on the Charity's website and affixed on the Designated Gateways or on nearby noticeboard(s). The Charity reserves the right to increase the security of its Designated Gateways at any time, including by locking gates to the Site between sunset and sunrise.

3.4. Unauthorised Entrances. The plot-holder shall not create nor utilise any entrance onto the Site other than the Designated Gateways. Any such unauthorised entrance in existence is to be permanently secured and subsequently removed by the neighbouring resident or, failing that, by the Charity.

3.5. Permitted Gardeners. The Plot-holder may be assisted in tending the Licensed Plot by members of his/her family and household. The Charity reserves the right to refuse entry to any other person entering the Site in the absence of the Plot-holder or a member of his/her family, without a signed written authority from the Charity. The Plot-holder shall not encroach upon another plot in the absence of that plot's Licensee (or a family member).

3.6. Vehicle Access. A bicycle may be brought onto the Site but, for safety reasons, should not be ridden. Any Plot-holder needing to bring a Car (or, exceptionally, a Light Goods Vehicle) onto the Site should first apply to the Charity for permission. Where the Charity grants permission, this is strictly subject to the Plot-holder and any other driver(s) of the vehicle agreeing to abide by the Vehicle Access Rules (refer to the Charity's website), and any breach of the Rules will be treated as a breach of this Contract. A fee must be paid (to act as a key deposit). All gate-keys issued by the Charity remain the property of the Charity and must be returned if required by the Charity or at Contract termination. The vehicle and its driver must both be 'street-legal'. The vehicle must not be left on the Site between sunset and sunrise, nor at any other time when the Plot-holder is not tending his/her Licensed Plot. Vehicles must be parked in a designated parking area whenever practicable and must not cause an obstruction or impediment to other persons or vehicles on the Site.

3.7. Exclusion. The Charity reserves the right to exclude from the Site without notice, any Plot-holder or other person who is accused of gross misconduct such as (a) causing serious damage to any crops, equipment, structure, allotment plot or non-cultivated area on the Site, or (b) while on the Site, damaging or stealing the property of the Charity or of any other person, or (c) assaulting or threatening any person on the Site, or (d) any other verbal or physical behaviour considered to be of an anti-social or criminal nature in the opinion of the Charity.

3.8. Noticeboards and Signs. Two noticeboards may be erected near to each of the Designated Gateways, one for the Charity's sole use and one for use by Plot-holders (either individually or as an

allotment society). The Plot-holder noticeboard may be erected, subject to the approval of the Charity, by an allotment society or, failing that, by the Charity. No notices or signs (commercial or otherwise) are to be displayed anywhere else on the Site without the prior approval of the Allotments Manager. Any unauthorised notices and signs may be removed by the Charity.

3.9. Obstructions and Impediments. The Plot-holder must not obstruct or impede any parking area, path, track, uncultivated area, Designated Gateway or entrance to the Charity's property.

3.10. Utility Services. The Charity reserves the right to allow cables or pipes to pass over or under the Site including any allotment gardens and/or any of the surrounding ground, subject to reasonable notice being given and the payment of reasonable compensation by the relevant Agency or Authority for any loss of or disturbance to crops.

4. CARE AND CULTIVATION OF THE LICENSED PLOT

4.1. Plot Marker. The Plot-holder shall ensure that the Licensed Plot is clearly marked with the Plot Identifier except where the Charity has provided and installed its own plot marker.

4.2. Condition of the Plot and Surroundings. The Plot-holder shall keep the Licensed Plot in a good condition and in a proper state of cultivation and free from weeds and noxious plants. The Plot-holder shall keep any paths or uncultivated areas immediately surrounding the Licensed Plot cut tidy and free of weeds, and shall keep in good repair any ditches and hedges on or adjacent to the Licensed Plot.

4.3. Notice to Improve. If in the opinion of the Charity a Licensed Plot is not being maintained and/or properly cultivated to an acceptable standard, the Charity may issue the Plot-holder with a Notice To Improve the condition of the plot. If the Licensed Plot is not brought up to an acceptable standard by the specified date, the Charity may issue the Plot-holder with a Notice To Quit under clause 11.5.

4.4. Final Condition of the Plot. At the termination of the Contract, the Plot-holder shall be responsible for ensuring that the condition of the Licensed Plot complies with the Contract terms and conditions.

4.5. Prohibited Items and Materials. The Plot-holder shall not bring onto the Site nor use store or install any items which are not directly required for the cultivation and lawful use of the Licensed Plot. Prohibited items may include but are not limited to: any material that may potentially contain asbestos; any material which is likely to cause environmental damage or adversely affect the horticultural quality of the Site; carpets (foam-backed or rubber-backed); tyres; bathtubs or other sanitaryware; significant quantities of paving slabs / stone / bricks / timber / concrete / aggregates / sand; untreated woodchip and bark mulch. The Charity may issue a Notice To Remove to any Plot-holder who has brought prohibited items/material onto the Site or the Licensed Plot. Failure to comply with a Notice to Remove within a reasonable period may result in the Charity issuing a Notice to Quit under clause 11.5. In the event that the Licensed Plot has existing prohibited items or materials on it, the Plot-holder is to remove the items/material at an appropriate time or when the Licence is terminated. Prohibited items/materials are to be removed at the Plot-holder's expense.

4.6. Site Restoration Measures. The Plot-holder shall observe and perform any other special conditions or rules, which the Charity considers necessary to preserve the Site from deterioration, or necessary in respect of any notice formally served on the Plot-holder.

4.7. Health and Safety. The Plot-holder shall be mindful of his/her own and others' health and safety, and shall observe any general Health and Safety Guidelines (refer to the Charity's website) and any specific Health and Safety Instructions which the Charity may issue to the Plot-holder from time to time.

5. WATER USAGE

5.1. General. A mains-connected water supply is made available on a seasonable basis from Spring to Autumn, without additional charge. The supply is not assured, as this is outside the control of the Charity. Water is expensive, and the Plot-holder is expected to minimise its usage as far as possible.

5.2. Restrictions on use of Water Supply. The Plot-holder may use the water supply only for watering plants (or authorised livestock) on the Licensed Plot, and not for drinking. Water sprinklers and other irrigations systems shall not be connected to the water supply. A hose shall be used only when it is hand-held and not left unattended. The Plot-holder shall comply with any restrictions imposed by water companies on non-essential use of water (e.g. 'hosepipe bans').

5.3. Reporting Faults. The Plot-holder shall report any leaking taps or lack of water supply to the Allotments Manager so that the equipment can be maintained in reasonable and serviceable condition.

5.4. Alternative Water Sources. The Plot-holder shall not dig, create or permit any ponds, wells, pits, shafts or new ditches. Rainwater may be collected from the roof of a shed or greenhouse for storage in a tall, free-standing tank which must be stable and securely covered for health and safety reasons.

Drinking water should be brought in from off-site sources. Water should not be drunk from any tap, cistern or rainwater collection tank on the Site.

6. TREES AND BUSHES

6.1. Tree Preservation Orders (TPOs). The whole of the Site is covered by two Tree Preservation Orders (TPOs) imposed by Reading Borough Council. The Order relates to all trees regardless of their condition, including fruit trees. The Order prohibits anyone from cutting down, topping, lopping, uprooting, wilfully damaging or destroying any tree without the written consent of Reading Borough Council. If consent for any work on a tree is granted by the Council, it will be subject to any conditions which the Council may impose and which must be followed. For further details about the TPOs, contact Reading Borough Council. Any person found guilty in the Magistrates Court of breaching a Tree Preservation Order is liable for a fine of up to £20,000 (or an unlimited fine if convicted in the Crown Court). Any Plot-holder who witnesses actions on the Site which breach a Tree Preservation Order is to report the matter to the Charity's Allotments Manager without delay.

6.2. Planting of Trees and Bushes. The Plot-holder must not plant any tree or bush, nor allow any tree or bush to grow by natural seeding or otherwise, without the written consent of the Charity. Any request to plant a tree or bush, other than a fruit tree or bush of a recognised variety cultivated for its crop, will not be permitted. Fruit trees are to be of dwarf variety, in fan or espalier form. Fruit trees and bushes are only to be planted within the Licensed Plot boundary, near its southern side, at least 1m (3 feet) from the boundary, and not overhanging, overshadowing or encroaching upon paths, fencing or neighbouring plots.

6.3. Pruning of Trees and Bushes. The Plot-holder must not, without the written consent of the Charity, cut down or trim any trees or bushes on the Site except the proper annual pruning of fruit trees or bushes on his/her Licensed Plot. The consent of Reading Borough Council is not needed before pruning a fruit tree which is cultivated for the production of fruit, provided the work is carried out in accordance with good horticultural practice. The Plot-holder is to prune fruit trees and bushes annually, so their height does not exceed 3m (10 feet). In the event that the Licensed Plot has an existing tree or bush which is non-compliant with these requirements or which is deemed a nuisance to neighbouring plots or residents, then the Plot-holder is to take corrective action at an appropriate time. Subject to the required permissions from the Charity and (where appropriate) Reading Borough Council, trees or bushes over 3m (10 feet) should have their height reduced, and consideration should be given to removing a non-compliant or badly-positioned tree or bush completely.

7. WASTE MANAGEMENT

7.1. General. The Plot-holder shall be responsible for removing all waste materials from the Licensed Plot and for disposing of it in a lawful manner. All waste removal will be at the Plot-holder's own cost. The Charity does not accept responsibility for removing waste materials from the Site nor from any Licensed Plot.

7.2. Fly-Tipping. The Plot-holder shall not bring any waste or rubbish onto the Site and shall not deposit or discard any waste or rubbish on the Site or elsewhere on the Charity's property. No fly-tipping or dumping of any sort of waste is permitted on any of the charity's land. Fly-tipping is a criminal offence and will be reported and investigated. Anyone seen bringing any type of waste material onto the site may be challenged.

7.3. Composting and 'Green Waste' Area. The Plot-holder may compost disease-free organic waste on a compost heap of reasonable dimensions on the Licensed Plot, or in a designated communal composting bay, if provided by the Charity. Where the Charity has designated a 'Green Waste' area on the Site (refer to the Charity's website), the Plot-holder may use it to deposit surplus waste vegetation from the Licensed Plot.

7.4. Other Types of Waste. Soil and stones are not waste and are to be kept on the Licensed Plot. Domestic waste is to be taken away and disposed of at home. All other types of non-plant waste (including but not limited to glass, metal, masonry, plaster, wood, plastic and carpets) must be taken off the Site and disposed of responsibly.

7.5. Bonfires. During the period from 1st October to 31st March only, the Plot-holder may burn dry organic materials on the Licensed Plot provided that the Plot-holder (a) remains in attendance throughout the duration of the fire and keeps it under control, (b) extinguishes the fire before leaving the Site, and (c) does not cause any nuisance or pollution, nor allows smoke, ash or smuts to spread over

any neighbouring property or public highway. A Plot-holder who lights a bonfire shall be held liable for any nuisance caused to other allotment users, to neighbours or to the general public.

8. STRUCTURES, FENCING, HEDGES AND PATHS

8.1. Structures – General. The Plot-holder shall not erect any shed, greenhouse, poly-tunnel or other structure without the prior written consent of the Charity. Any permitted structure must be positioned within the boundary of the Licensed Plot and must not obstruct or impede access to the Site, to its trackways and paths, or to any other plots.

8.2. Structures – Usage. The Plot-holder shall not use any shed, greenhouse, poly-tunnel or other structure or any other part of the Licensed Plot for the storage of any goods, chattels or supplies other than those used directly in the cultivation and maintenance of the Licensed Plot. No erected structure shall be used to provide garage-space or carport-cover for any motor vehicle on the Licensed Plot.

8.3. Structures – Construction. Any shed, greenhouse, poly-tunnel or other structure erected shall be of standard construction for a temporary building, i.e. walls are not to be of brick, stone or concrete, and the roof is not to be of clay or concrete tiles or slates. Sheds should be supported on treated bearer timbers, and concrete bases must not be used without the prior written consent of the Charity. It is recommended that door(s) to structures should be kept securely locked when not in use. Where practicable, the structure should collect rainwater in order to reduce demand on mains-supplied water.

8.4. Structures – Dimensions. The maximum dimensions are 1.8m x 2.4m x 2.0m high (6ft x 8ft x 6ft 6" high). In the event that an existing structure on the Licensed Plot exceeds the maximum dimensions or does not comply with the construction requirements, the Plot-holder shall take action to resolve the matter when the structure falls into disrepair or is replaced. Where a Licensed Plot is to be cultivated by a syndicate or by persons with disabilities or restricted mobility, the Charity may at its absolute discretion consent to a shed, greenhouse, poly-tunnel or other structure of larger dimensions than stated above.

8.5. Structures – Maintenance. The Plot-holder shall maintain any shed, greenhouse, poly-tunnel or other structure and keep it in a safe, sound and secure condition.

8.6. Fencing. The use of fencing around allotment gardens is deprecated as it can impede access to plots and detract from the general appearance of the Site. However, there can be factors to justify fencing, such as a particular need for security or to confine and protect livestock. The Plot-holder shall not install any new fencing on or around the Licensed Plot without the prior written consent of the Charity. The height of any fencing must be kept to a minimum, preferably between 1m to 1.5m (3 to 5 feet). If required by the Charity, the Plot-holder shall provide the Charity with any reasons to justify the height and retention of any existing fencing. The Plot-holder shall remove any existing fencing if so directed by the Charity. The Plot-holder shall keep in good repair any fencing and gates on the Licensed Plot. Any gates installed in the fencing must not be securely locked (e.g. by padlock) without the prior written consent of the Charity, and any unauthorised locks must be removed by the Plot-holder or, failing that, will be removed by the Charity. Fencing must not include any barbed-wire or razor-wire which must be removed and safely disposed of by the Plot-holder.

8.7. Hedges. The Plot-holder must not plant any new hedges, or allow any new hedges to grow, on or around the Licensed Plot. The Plot-holder shall keep every existing hedge on the Licensed Plot cut and trimmed to under 1.5m (5 feet) in height. Hedges around the boundary of the plot may be retained, but consideration should be given to removing any hedges within the plot which do not yield an edible crop.

8.8. Paths within the Licensed Plot. The Plot-holder may create paths within the Licensed Plot provided that these areas are made from organic materials only. The Plot-holder must not use concrete, cement or bituminous materials in the construction of any path or hard-standing on the Licensed Plot.

9. ANIMALS AND LIVESTOCK

9.1. Animals on Site. The Plot-holder shall not bring any animal onto the Site other than his/her own Assistance Dog. The Plot-holder shall keep the Assistance Dog on a lead under close control whilst on the Licensed Plot, and shall not allow the dog to foul or damage any of the Site, nor cause a nuisance to other persons on the Site.

9.2. Leaving Food Out. To avoid encouraging animals onto the Site, the Plot-holder shall not leave food out, except for bird food which must be in accordance with RSPB recommendations and must be kept off the ground in a bird feeder inaccessible to rodents.

9.3. Livestock. The Plot-holder shall not keep any animals on the Licensed Plot without the prior written consent of the Charity. This restriction includes but is not limited to chickens, ducks, pigs, rabbits and bees.

10. PERSONAL BEHAVIOUR

10.1. Lawfulness. The Plot-holder shall not act in any way which prejudices the Charity's rights or legal position. The Plot-holder shall act in a lawful manner in all matters concerning the Site and property belonging to the Charity or other Plot-holders.

10.2. Behaviour and Disputes. The Plot-holder shall maintain good relations with other allotment gardeners and neighbours of the Site and shall not create a nuisance to them. In the event of any dispute with other person(s) on the Site, the Plot-holder shall refer the matter to the Charity. The Allotments Manager will endeavour to resolve any such dispute. If necessary, the matter may be referred to a panel of three Trustees whose decision shall be final and binding.

10.3. Removal or Relocation of Items. Apart from the Licensed Plot, the Plot-holder shall not relocate or remove any item from any other plot (whether vacant or not) or from anywhere else on the Site without the prior written consent of the Charity. Such items may include but are not limited to structures (such as sheds, greenhouses, poly-tunnels), fencing, materials, plants or crops. The written consent of a previous plot-holder is not valid and will not be accepted.

10.4. Plot-holder Liability. The Plot-holder is responsible for insuring against his/her own third-party liability, and for insuring against any theft of or damage to his/her own property. Personal belongings left unattended are the sole responsibility of the owner. By signing this Contract the Plot-holder also acknowledges that entry onto the Charity's land and undertaking allotment gardening activities are at his/her own risk and that any members of his/her family or household who assist do so at their own risk.

10.5. Reporting. The victim of any loss, damage, injury, or other criminal or anti-social behaviour occurring on the Site is responsible for reporting any such incident to the Police directly. In addition, the Charity (e.g. the Allotments Manager) should be notified of any such incident.

11. TERMINATION OF THE CONTRACT AND LICENCE

11.1. General. The Licence and Contract may be determined (ended) as given in clauses 11.2 to 11.5 below. In each case, the Plot-holder must vacate the Licensed Plot by the termination date. See clauses 12.2 and 12.3 below with regard to either party giving written notice to the other.

11.2. By the Plot-holder giving Written Notice. The Plot-holder shall have the right to give written notice to the Charity at any time. It is requested that the Plot-holder should give three months' written notice to expire on 28th September. No repayment will be made by the Charity to the Plot-holder for any annual fee paid in advance. Any unpaid amounts owed to the Charity remain payable by the Plot-holder.

11.3. By the Charity giving Written Notice. The Charity shall have the right to give fifteen months' written notice to expire on 28th September. Compensation for loss of crops may be payable but not if the Plot-holder has breached any of the Contract terms and conditions, or has failed to vacate the Licensed Plot, or has declined the offer of a replacement Contract for the same Licensed Plot.

11.4. By a Court Order or National/Local Government Order. Where the Licensed Plot is required following an Order by any Court, Government Agency or Local Government Authority, the Charity may give three months' written notice. Compensation for loss of crops may be payable by the Court, Agency or Authority under the Order.

11.5. By the Charity giving Written Notice of Neglect, Non-payment, Breach or Bankruptcy. The Charity shall have the right to give 28 days' written notice where the Plot-holder named as Licensee (a) has failed to maintain and/or properly cultivate the Licensed Plot to an acceptable standard, or (b) is more than 28 days in arrears with the annual fee whether lawfully demanded or not, or (c) has otherwise at any time breached any of the terms and conditions of the Contract then in effect, or (d) is the subject of a bankruptcy order which has been petitioned for applied for or made. Compensation for loss of crops shall not be payable.

11.6. Appeal under Clause 11.5. Where 28 days' notice has been given to determine (end) the Licence and Contract under clause 11.5 above, the Plot-holder may appeal to the Charity, for consideration by a panel of three trustees whose decision shall be final and binding.

11.7. Demise of the Plot-holder. In the event of the death of the Plot-holder, the Contract and Licence shall terminate three months after notice of death or sooner by joint agreement of the Charity and the Plot-holder's family. On receipt of a request from the spouse or civil partner of the Plot-holder to continue cultivating the same plot, the Charity may at its absolute discretion offer a new Contract and Licence for the same plot.

11.8. Vacating the Licensed Plot. Upon notice of termination being given by either party, the Plot-holder shall before the termination date of the Contract and Licence vacate the Licensed Plot and return

any key(s) supplied for vehicle access to the Site. At the request or direction of the Charity, the Plot-holder shall remove or cause to remove all personal possessions, sheds, buildings, materials, waste and rubbish off the Licensed Plot and away from the Charity's land. The Plot-holder irrevocably appoints the Charity to be the Plot-holder's agent to store or dispose of any such items if the Plot-holder refuses or fails to remove the said items by the termination date. The Plot-holder must indemnify the Charity in respect of any claim made by a third party in relation to that storage or disposal. The costs of such storage or disposal shall be payable by the Plot-holder to the Charity. The provisions of this clause shall not affect any other statutory rights of the Plot-holder.

12. NOTICES AND LETTERS

12.1. The Charity will serve notices directed to all Plot-holders by fixing them prominently on the Designated Gateways or on nearby noticeboard(s) on the Site and by including them on the Charity's website.

12.2. Any notice or letter to be served on the Plot-holder by the Charity shall be served by hand or by pre-paid post or by email to the relevant address as recorded in the Charity's records or, failing that, by fixing the notice or letter in some prominent way on the Licensed Plot.

12.3. The Charity will only receive written notices directed to it by hand (i.e. to the Allotments Manager when on the Site) or by pre-paid post or email sent to the relevant address as given on the first page of this Contract or to such other correspondence address as may be notified to the Plot-holder from time to time or publicised on the Charity's website.

13. PERSONAL INFORMATION

13.1. The Plot-holder shall notify the Charity of any changes to his/her personal information given on this Contract (i.e. name, postal address, telephone number and email address). Where the Licensed Plot is cultivated by a syndicate, the Plot-holder named as Licensee shall notify the Charity of any changes of personal information supplied on behalf of any of the registered co-Plot-holders.

13.2. The Plot-holder's personal data will be kept secure and will be processed in accordance with the Data Privacy Notice given on the Charity's website.

13.3. The Charity does not operate any allotment-related social media sites and has no access to or control over private sites or groups which may be operated by Plot-holders or other allotment gardeners.