



Ards Allotments Farm
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AGREEMENT 2017 SEASON

Maurice and Judith Patton t/a ARDS ALLOTMENTS FARM

E-mail: mauricepatton@btinternet.com

Please print in black ink

Name: _____
("the Plot Holder")

Address: _____

Town _____ Post Code _____

Tel. Home _____ Business _____

Mobile _____

E-mail address (please send me an e-mail to confirm address) _____

Can we e-mail all future correspondence to you? Yes No

Have you ever had an allotment before? _____

Give details of where and how long? _____

Proposed use of allotments (ie type of crops/plants to be cultivated)?

Where did you hear of Ards Allotments _____

Please list date of birth of people using the plot _____



THIS LICENCE AGREEMENT is made the first day of January 2017 BETWEEN MAURICE and JUDITH PATTON T/A ARDS ALLOTMENTS FARM (“the Land Owner”) of the one part and the aforementioned Plot Holder _____ of the other part.

WHEREBY IT IS AGREED that in consideration of the sum of £295.00 (see further below) the said Plot Holder shall take from the Land Owner IN LICENCE, and not by way of demise, tenancy or letting of land, the Plot Number _____ (“the Plot”) contained within the Land Owner’s allotments (“the Allotments”) at Comber Road, Newtownards, County Down, and now in the possession and ownership of the Land Owner, for the tilling and cultivation of crops and plants upon the Plot during the period 1st January 2017 to 1st December 2017 SUBJECT TO the following terms, conditions and regulations:

1. The allotting of any plots shall be at the sole discretion of the Land Owner. The Plot shall be let solely for the cultivation of crops and plants (including without prejudice to the generality thereof fruits, vegetables and flowers) for the Plot Holder’s own use or any purpose ancillary thereto and the Plot Holder, his servants, agents, licensees and invitees, may only come unto the Plot for the purpose of sowing, cultivating or harvesting crops or for other purposes ancillary thereto. Nothing herein shall be construed as creating the relationship of Landlord and Tenant between the Land Owner and the Plot Holder.
2. The amount of consideration referred to above payable for the Licence Letting of the Plot shall be payable in advance and no later than 1st January 2017.
3. The Plot Holder shall not be deemed to be in occupation or Licence Letting of the Plot until the consideration referred to above has been paid.
4. The Land Owner may charge a penalty and interest on any unpaid consideration. If for any reason the consideration has not been paid by 1st February 2017 the Plot shall be reallocated to another person by the Land Owner at his absolute discretion.
5. In the event of the Plot Holder wishing to give up the Plot. This must be completed by the 1st December 2017. The Plot Holder shall re-instate the Plot to



the same condition as at the commencement of this Licence Agreement and shall return any keys to gates to the Land Owner. The Plot Holder shall have no right to transfer his interest or the Plot to any other person and no refund of the consideration paid or any part thereof shall be made to the Plot Holder by the Land Owner.

6. The Plot Holder shall not plant on the Plot any trees, shrubs or bushes, or any form of perennial hedging plant (except non tree fruits such as raspberries, strawberries and gooseberries the planting of which should first be approved by the Land Owner).
7. Should the Plot Holder cause any nuisance or annoyance to the holders of any other plots within the Allotments or to the Land Owner then the Land Owner may terminate this Licence Agreement without notice and without compensation to the Plot Holder and the Plot Holder shall immediately vacate and remove from the Plot.
8. The Plot Holder shall not erect any building or structure, whether permanent or temporary, of any kind upon the Plot without the written permission and consent of the Land Owner. All structure must be no more than 8 x 6 ft .These must be in colours to blend in with the landscape.
9. The Plot Holder shall not remove or cut any fence, hedge, tree or branch without the written permission and consent of the Land Owner.
10. The Plot Holder shall, as far as possible, protect the Plot and the Allotments generally, and shall be solely responsible for the actions of any person he may bring to the Plot as his servant, agent, licensee, invitee or guest. Should the Plot Holder wilfully destroy or take without permission property not his own then the Land Owner shall be entitled to terminate this Licence Agreement without notice and without compensation to the Plot Holder and the Plot Holder shall immediately vacate and remove from the Plot.
11. The following are prohibited on the allotments: beating of carpets, drying of clothes, gambling and games of chance. Dogs are not allowed on the Plot or the Allotments unless led on a leash. The Plot shall not be used for the purposes of trading or business of any kind.
12. The Plot Holder shall not erect any fencing or any permanent structures of any kind whatsoever upon the Plot.
13. The Plot Holder shall keep in good order and condition the paths and roadways which bound the Plot and shall not cause same to be obstructed or blocked and



shall not throw weeds or any other rubbish on the same but shall dispose of any rubbish or weeds on the Plot or in the containers provided. The Plot Holder will not dump or deposit, or cause to be dumped or deposited, on the Plot or on the Allotments any waste or inappropriate material of any kind.

14. All responsibility for the supervision of the Plot lies with the Plot Holder. No claim shall be made against the Land Owner for any damage to plant, tools or any other personal property of the Plot Holder or for the theft of any such property from the Plot or on the Allotments. The Land Owner shall not be liable for any personal injury, loss or damage, howsoever arising, sustained by the Plot Holder or his servants, agents, licensees or invitees. The Plot Holder will indemnify the Land Owner against all liability, howsoever arising, in respect of the Plot Holder's use and occupation of the Plot and that of the Plot Holder's servants, agents, licensees and invitees. The Plot Holder will insure and maintain insurance against third party claims and liability in such sum and on such terms as the Land Owner shall approve and the Land Owner hereby disclaims all liability for any personal injury, loss or damage, howsoever arising, sustained by the Plot Holder or his servants, agents, licensees or invitees to the full extent allowed by law.
15. The Plot Holder shall not remove any soil, minerals, gravel, sand or clay from the Plot.
16. The Plot Holder shall not have any bonfires, or cause to be permitted any bonfires, on the Plot.
17. The Plot Holder shall recognise the importance of ASSI area on the boundaries of the Allotments and must comply with all regulations applicable thereto.
18. The Plot Holder shall pay on demand to the Land Owner any water charges or charges for any other services required for use at the Plot.
19. The Plot Holder shall practice organic friendly gardening methods set out in the attached leaflet "Guidelines for Organic Gardening".
20. The Plot Holder shall not grow or cultivate on the Plot any illegal or unlawful produce nor shall the Plot Holder use the Plot for any unlawful purpose.
21. The Plot Holder shall not contaminate the Plot whether by disease or pest or otherwise. Should any contamination occur the Land Owner shall not be held responsible for any damage to produce or other plants on the Plot or for any damage to any adjoining plot caused by the spread of such contamination and the



holders of adjoining plots so affected shall have no claim for any damage against the Land Owner.

22. Any temporary structures on the Plot, such as sheds or huts, shall be kept in good and substantial order and repair and the Plot Holder shall keep all fixtures and fittings and other equipment provided by the Land Owner, such as standpipes and water meters, in good and substantial order and repair and shall, if so required by the Land Owner, effect any repairs to such fixtures, fittings and equipment if damage has been caused to the same by the Plot Holder.
23. Rules and Regulations in addition to these terms and conditions may be issued by the Land Owner at any time.
24. Any change of address must be notified to the Land Owner immediately.
25. The Plot Holder hereby confirms that he has no objection to the use of CCTV being operated upon the Allotments.
26. The Plot Holder shall ensure all gates are closed and locked after passing through the same.
27. Any temporary structures erected on the Plot, such as sheds, huts or boxes, shall be removed by the Plot Holder at his expense at the end of the Licence Letting period as provided herein. If such structures are not removed or collected by the Plot Holder within 4 weeks of the end of the Licence Letting period as provided herein then the Land Owner may dispose of same without being responsible for any loss or damage sustained by the Plot Holder as a result of such disposal by the Land Owner.
28. Any breach of these terms, conditions and regulations by the Plot Holder shall entitle the Land Owner to terminate this Licence Agreement without notice and without compensation to the Plot Holder and the Plot Holder shall immediately vacate and remove from the Plot.
29. The Plot Holder shall vacate and remove from the Plot at the end of the Licence Letting period as provided herein and shall leave the Plot in the same condition as at the commencement of this Licence Agreement.
- 30 The Plot shall be kept free of weeds, pests and diseases to the satisfaction of the Land Owner. The Land Owner has the right to take immediate action to enter the plot if this is being breached and can take whatever steps the Land Owner see fit to eradicate these.



