



WINDERMERE & BOWNESS TOWN COUNCIL

Representing the interests of the communities of Windermere, Bowness and Troutbeck Bridge

Orrest Drive Allotments **Plot Holder's Agreement**

This Agreement is made **on DATE** in respect of Plot number ** and is made between Windermere & Bowness Town Council (WBTC) and *****

1. The Plot Holder/s agrees:

- 1.1 To pay to WBTC the plot fee of £1.10 per m2 per annum in April each year after the AGM. **Fees will be reviewed by Town Council after the AGM** each year. Fees will be determined with reference to the Town Council's costs for the site – the lease rent, insurance and repairs and maintenance. Upon notice to quit a plot, partial fees may be refunded if a plot can be re-let, subject to an administration fee of £5.00.
- 1.2 Not to use the plot for any trade or business purposes but solely for the cultivation of fruit, vegetables and flowers for domestic use.
- 1.3 Not to assign, part with, or sublet any part of the plot without the prior written consent of WBTC.
- 1.4. To keep the plot free from weeds, well manured and otherwise maintained in a proper state of cultivation and fertility and in a tidy state. WBTC can terminate this agreement if the plot is not maintained properly.
- 1.5 To cultivate the plot in accordance with organic principles, as far as is reasonably practicable.
- 1.6 Not to cause or permit nuisance or annoyance to the occupier of any adjoining land.
- 1.7 To work communally with other plot-holders to keep all pathways and the central access way free from obstruction at all times.
- 1.8 To work communally with other plot-holders to keep the shared storage shed in good condition (this includes minor repairs and painting).
- 1.9 To work with other plot-holders to ensure the communal composting arrangements work well and that any disputes are rectified.
- 1.10 Not to cut or prune any tree without the permission of WBTC.
- 1.11 Not to erect or place on the plot any fence, building or structure, unless prior permission has been granted by WBTC
- 1.12 Not to keep any livestock or animals of any kind on the plot.
- 1.13 Not to light any fire.
- 1.14 To respect the privacy of tenants of Orrest Drive and not to create any undue noise or disturbance.
- 1.15 There is no vehicular access to these allotments. Access is on foot and storage facilities are provided on site. Orrest Drive is a residential parking area and plot-holders are asked to honour that system and not to park vehicles on Orrest Drive, unless permitted to do so as a resident.
- 1.16 To keep any dog on a lead while entering and leaving the allotments field and not to permit a dog to wander on to any plot (other than the plot of the dog owner). To clean up any dog waste and dispose of it responsibly.
- 1.17 To attend the Annual Review meeting with representatives of Windermere Town Council. The expectation is that, over time, the plot-holders will form their own allotment association, which will take over day to day running of the allotments from the Town Council.

2. The Town Council agrees:

- 2.1 To pay the annual rent for the allotment site to South Lakes District Council.
- 2.2 To maintain all boundary fences, gates and hedges in good order.
- 2.3. To provide and maintain a water harvesting system, using water butts.
- 2.4 To provide a storage facility on site for communal use (a shed in this instance).
- 2.5 To provide composting bins on site, which will be used communally by plot-holders.
- 2.6 To organise and invite plot-holders to an Annual Review meeting.

3. Termination of the Agreement:

- 3.1 The period of notice to be given to the plot holder on termination of this agreement shall be not less than six months, except in so far as the termination relates to a breach of this Agreement in which case the notice period will be not less than one month.
- 3.2 Any notice to be given to the plot holder shall be sent by recorded post to the plot holder's last known address. Any correspondence relating to this Agreement shall be addressed to the Town Clerk, Mrs Sally Parkyn, c/o Langstone House, Broad Street, Windermere, LA23 2AB.

Signed (plot holder/s)

Signed (on behalf of Windermere & Bowness Town Council)

Date