

My Patch

The Agreement



My Patch Ltd

East Lodge, Sulis Manor Road, Bath, BA2 2AL

MY PATCH ALLOTMENT AGREEMENT – SWINDON



AGREEMENT DATE _____

AGREEMENT NUMBER _____

(REF FOR Standing Order, EG PLOT 27 SWIN)

THE AGREEMENT

My Patch Limited (company registration number 7940319) trading from My Patch Ltd, East Lodge, Sulis Manor Road, Bath, BA2 2AL (Landlord) agrees to let plot numbered and addressed as plot _____ My Patch Ltd, Hay Lane, Swindon, Wiltshire, to:

TITLE: _____ FULL NAME: _____

ADDRESS _____

POST CODE _____

CONTACT PHONE NUMBER: _____

EMAIL ADDRESS: _____

AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

The member shall comply with and observe the following terms and conditions as set out in this agreement below or such other rules that My Patch Ltd may notify to the member of in writing or via the My Patch website. The initial agreement is for a period of 18 months.

Terms of Use:

1. The allotment plot is let for the use of noncommercial gardening, growing and cultivating and keeping of pre-agreed pets.
2. The plot is to be kept well cultivated and free from weeds, noxious or illegal plants and gardening waste.
3. The plot is let to the named individual above and cannot be sublet to any third party in part or whole.
4. Sheds or storage buildings may only be erected with written consent of My Patch Ltd. Sheds must also be maintained and kept in a good state or repair.
5. The member agrees to erect only fencing that does not exceed 1.2m in height and where pets are kept the member agrees to erect adequate fencing in order to contain those pets.
6. The allotment shall be held for a minimum period of 18 months from dates specified at the start of this agreement, after which two months written notice will be required to terminate the agreement. Notice will start from the next day in your agreement that payment is due. No portion of the paid rent shall be refundable unless the Allotment is rented to another member by My Patch for any unexpired rental period.
7. During a cancellation period members must ensure that their plot is maintained. They must also ensure all payments are kept up-to-date. In the event that payments are stopped a non-payment charge of £20 shall be payable per missed payment.
8. Members must also hand plots back in a tidy state for the next user. Failure to do so will result in any deposit paid being retained in full or in part. (Members may also be charged in addition to this to have the plot prepared to a reasonable condition for the next member.
9. The Member must make every effort to avoid any practices including the keeping of creatures or animals and the lighting of bonfires that are considered by My Patch Ltd to be nuisance or annoyance to the occupier of other allotment holders. Bonfires are only permitted beyond 18:00.
10. The Member must ensure that designated communal paths at the site are kept clear at all times.
11. The Member is permitted to keep only animals permitted in The Allotment Act 1950. The Act prevents allotment holders from keeping cockerels & livestock.
12. Cars must be parked in designated parking area spaces only.
13. Members are permitted to take dogs to their plots, however dogs must be kept on a lead unless the dog is confined to the plot holders allotment area. Members are reminded that they responsible for their dogs at all times and in the case of persistently reported nuisance the dog owner may be asked to refrain from visiting My Patch with their dog.
14. The member must refrain from planting trees, shrubs or plants that have the potential to grow beyond 4ft. Providing any such plants are pruned within this height the plant will not be removed.

The Member agrees to:

1. ensure that they shut the gate and lock the combination padlock to secure the site when they leave and enter the allotment site.
2. keep fences and any other gates and sheds on their plot in good order.
3. not use any barbed wire or razor wire on the allotment site or the allotment holders plot.
4. act in a safe manner, with due regard to other plot holders, volunteers and visiting members of the public.
5. keep their personal details and address up to date with My Patch by writing to them at their registered address in the event of any changes.
6. refrain from using hose pipes or any other siphoning equipment for the purpose of transporting water from mains supplied water.

7. Use sheds/hutches & greenhouses for the storage of tools or use of growing or keeping animals only. Where such buildings exceed the dimensions of those specified in section 4 of Terms of Use the member should seek permission in writing to erect and use such buildings.
8. Refrain from using additional materials on the Allotment that would be considered unsightly. Structures that contain the use of corrugated metal sheet, doors, window frames and other unsightly materials should not be used. Any materials used must be natural wood coloured, dark or green.
9. Keep compost, manure, soil heaps within the Member's own Allotment space.
10. Ensure any communal pathway adjacent to his or her plot is kept in good condition and free of obstruction.
11. Adhere to any Site Committee or Association formed by Plot holders (and recognised by My Patch LTD).
12. Observe and perform any other special conditions that My Patch Ltd considers necessary to preserve the Allotment(s) occupied by the Member from deterioration and for the safe and efficient operation of the site.
13. Check the My Patch website regularly (at least once a week) for updates on terms & conditions and any changes to the practices permitted or scheduled maintenance required at the My Patch site.
14. Pay in full the required subscription laid out in this agreement on or before the date specified at the beginning of this agreement as agreement date each month.
15. Authorise the use of direct debit, debit card or credit card details held by My Patch Ltd to make payments for late payments and late payment charges as outlined.

My Patch Ltd reserves the right to:

1. terminate the agreement with immediate effect upon late payment or breach of terms and conditions of use of allotment plots. Late payments will also incur a late payment charge of £20 per late payment.
2. have access at all times to your rented plot for the purposes of checking the state and condition and any structures on it.
3. to refuse admittance to any person other than a Tennant. Members of Tennant's family and friends, including children are welcome at the site provided they are accompanied by an allotment holder and do not exceed four other people.

My Patch Ltd agrees to:

- Ensure that where notice to terminate an agreement is required that notice is to be given in writing to registered details of the allotment holder in good time.
- Where a Site Committee or Association shall be formed by Plot holders (and recognised by My Patch LTD), My Patch Ltd agrees to the site being operated by that Committee or Association.
- Reinvest 5% of profits after dividends are paid into projects agreed by the majority of allotment holders. Allotment holders will be given adequate time to vote for their preferred project.

Agreement holders are advised not to store tools or equipment at the site and any such equipment and or erected sheds or constructions are erected or left at the site at the owner's risk.

PAYMENT SET UP

The member agrees to make the payment of _____ in full on _____ day of each calendar month by monthly electronic payment.

(Failure to setup reoccurring electronic payment may result in £20 late payment charge)

Total monthly payment per month (yr1) _____

Deposit Paid (£200) Yes ☐ No ☐

Signed and agreed by the Member

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Date.....

RECOMMEND A FRIEND DEAL?

FRIENDS NAME: _____

PLOT NUMBER: _____