

ROYAL JERSEY AGRICULTURAL & HORTICULTURAL SOCIETY

F J AHIER COUNTRY GARDENS

LICENCE CONDITIONS

1.0 Interpretation

1.1 In these conditions, the following words are to have the following meanings:

“Committee” means the Horticultural Committee of the Society.

“Conditions” means these present Licence Conditions as the same may be supplemented and amended from time to time by the Committee.

“Council” means the Council of the Society.

“Deposit” means the payment made at the start of the License that is refunded at the end of the License.

“Licence” means an agreement between the Society and a Licensee affording the Licensee the non -exclusive entitlement to use a Plot in accordance with the conditions appertaining thereto.

“Licence Fee” means the annual payment for a Plot.

“Licensee” means a person who holds a Licence.

“Plot” means a designated and demarked area within the Site.

“Site” means the F J Ahier Country Gardens established on field L624 in St Lawrence.

“Site Management Team” means volunteers nominated by the Committee

“Society” means the Royal Jersey Agricultural & Horticultural Society.

1.2 Words denoting the masculine shall include the feminine and words denoting the singular shall include the plural where the context so permits.

1.3 The headings of these rules are not to affect their interpretation.

2.0 Licence

2.1 Licensees must be paid up members of the Society.

2.2 Licences will be issued for a minimum of one year and will automatically be renewed upon payment of the appropriate fee.

2.3 The granting of a Licence does not confer any exclusive rights on the Licensee but allows him to make use of a Plot provided that he abides by the Conditions.

- 2.4 A Licence is personal to the Licensee who may not assign, sublet or part with possession or control of all or any part of the allotment to any other person.
- 2.5 Licensees have no right to pass on a tenancy to dependents; the Society will consider requests from immediate next of kin to continue to cultivate the plot.
- 2.6 Plots that become vacant will be offered by the Society to applicants on the waiting list who are current members of the Society, except where the Plot falls vacant because of the death of a Licensee whereupon the Plot may be offered to any member of the Licensee's family who is also a member of the Society and wishes to take over the Licence by making such wish known to the Committee, and if more than one, the Committee shall decide who shall become the Licensee.
- 2.7 The Society reserves right of entry onto all Plots at all times.
- 2.8 Licensees must observe and comply with current rules and requirements as stated in this agreement, plus any amendments that the Society may make at any time in the future.
- 2.9 Any changes will be notified to all licensees by letter or email, with reasonable notice.

3.0 Licence Fee & Deposit

- 3.1 The individual Licence Fees shall be payable annually to the Horticultural Department of the Society within 30 days of the due date, the due date being 1st January in an amount determined by the Horticultural Committee.
- 3.2 The rental year will run from 1st January to 31st December
- 3.3 If the amount of the Licence Fee has not been communicated to a Licensee by the 31st October of the preceding year the amount for the following year shall remain the same as for the preceding year.
- 3.4 In addition to the License Fee, a deposit of £75 for small plots and £125 for large plots is payable at the start of the license, which will be returned on termination of the License, subject to Clause 15.
- 3.5 Licensees taking up a plot within the year will be invoiced for the remainder of the year on a pro-rata basis.
- 3.6 At the discretion of the Committee a new licensee may be offered a plot at no charge for the remainder of the rental year in lieu of the work required to bring a plot back into cultivation for the following reasons;

- Following the eviction of a licensee for non-cultivation and the rent has been paid in full.
- The plot has not been cultivated for 12 months

3.7 The licence fee is non-refundable.

4.0 Access and Parking

4.1 Licensees may only visit the Site between dawn and dusk.

4.2 Access will only be through the gate leading onto the road, which should be kept shut when not in use, and there will be no access through the adjoining bungalow known as “La Loge Pernelle”.

4.3 NO VEHICLE is to be left on the public road AT ANY TIME.

4.4 Parking is permitted only in designated areas and vehicles must be left so as not to cause an obstruction on any path or roadway. Vehicles to be parked on the left parallel to the fence.

4.5 Plot holders 1-8 should park their vehicles in the parking area at the top of the site and not on the vehicle track adjacent to their plot as the vehicle track is too narrow at this point

4.6 Vehicles must be driven only on the vehicle track and must proceed at a slow rate in the direction as indicated on the signs (anti clockwise around the site)

4.7 The Site Management Team reserve the right to close the vehicle track during periods of wet weather.

4.8 Drivers must at all times be watchful for children and other pedestrians

4.9 No vehicle shall be left on the Site if the Licensee is not present. In addition Licensees shall not bring to or leave at the Site any boat, dinghy or any vehicle weighing in excess of two tonnes.

4.10 Licensees are required to close and padlock the gate on leaving the site.

5.0 Cultivation and Use of Country Gardens

5.1 Licensees may only use Plots for the growing of vegetables, herbs, fruit and flowers for themselves and their families and must not carry on any kind of commercial business or sell produce grown on their Plots.

5.2 Plots must be kept clean and maintained in a good state of cultivation and fertility throughout the year.

- 5.3 A minimum of three quarters of any plot shall be in a cultivation cycle, with a minimum of 3 crops being grown and be in a tidy condition. Cultivation cycle is defined as ground preparation, planting of crops, tending and harvesting fruit and vegetables and herbs on a continuous annual basis.
- 5.4 A new licensee shall be expected to progressively clear and cultivate 1/3rd of the plot within 3 months, with the entire plot being cultivated within one year.
- 5.5 Plots must be kept tidy and free from weeds.
- 5.6 It is the responsibility of the Plot holder to keep their plot free from weeds, thereby not causing a nuisance to adjoining plots, this includes not allowing weeds to set seed.
- 5.7 The use of carpets and cardboard as a weed suppressant is not allowed, other weed suppressants such as black plastic/weed matting should only be used as an aside to cleaning the plot and should be removed at the earliest opportunity. Plots only to be covered for a maximum of 3 months.
- 5.8 No livestock may be kept on the plot.
- 5.9 Licensees must keep fences and gates around the boundaries of their Plots properly maintained and are responsible for rectifying any damage at their cost.
- 5.10 Licensees must not cut or prune any trees in or about the Site.
- 5.11 Licensees must also observe any other rules or regulations that the Committee may make at any time in the future.
- 5.12 Licensees must comply with all directions given by any Officer of the Society and any directions properly given by or on behalf of the Society.

6.0 Specific Restrictions

- 6.1 Water is provided from the main water tank at the Site but no hoses or sprinklers may be attached to that supply. Licensees may store water on their Plots in water butts. Maximum of 2 x 200 litre.
- 6.2 Bonfires are **NOT** permitted.
- 6.3 Licensees must not bring or use corrugated or sheeted iron (or similar metal objects), barbed wire, hogging, chippings, gravel, concrete or any imported material on the Site.
- 6.4 Polythene or fleece mulches may be used for protection or pest control, they must be adequately secured so that they do not blow on to adjacent plots.

- 6.5 Refuse or decaying matter (except for a reasonable amount of well rotted manure or compost required for cultivation) must not be deposited on the Plot by or by permission of the Licensee.
- 6.6 Licensees are responsible for taking away their own refuse from their Plot.
- 6.7 Plot holders are encouraged to compost all vegetable waste. Compost heaps must be contained to avoid spillage. Wooden compost bins must be lined with chicken wire, plastic bins placed on chicken wire to avoid vermin making nests. Maximum of 2 bins
- 6.8 Composting of animal products and cooked foods is prohibited, as these can attract vermin and disease.
- 6.9 Rubbish or unwanted materials must be removed from the site after each visit.
- 6.10 Licensees must cover any manure on their Plot, which has not been dug in.
- 6.11 Licensees must not remove any mineral, gravel, sand, earth or clay from their Plots unless they have written permission to do so from the Committee.
- 6.12 Licensees must not cause or permit any nuisance or annoyance to the Licensee of any other Plot (e.g. playing loud music)
- 6.13 Plots may not be used for any illegal or immoral purpose and Licensees must observe all rules and conditions of this agreement relating to activities they carry out on their Plots.
- 6.14 The Committee may attach specific conditions to a particular Plot, which shall be detailed in the License pertaining to that Plot, which conditions must be observed by the Licensee.
- 6.15 Licensees have a duty of care, including visitors to the site and themselves.
- 6.16 No verbal, physical or racial abuse, towards other plot holders, Committee members or any other person appointed by the Society to carry out work on the site. Any person in breach of this will have their leases terminated. This includes anti-social behaviour.
- 6.17 The Society accepts no liability for damage or injury caused by or to licensees whilst on the site or on their plot.
- 6.18 Licensees are advised not to store any items of value on the site.

7.0 Dogs, Animals, Bees, Pests & Vermin

- 7.1 Dogs may be brought onto the Site only if they are kept on a lead at all times and any mess is cleared up and removed.
- 7.2 No other animals or livestock may be kept or allowed by the Licensee on the Site.
- 7.3 Beehives are not allowed on the Site.
- 7.4 Licensees may use recognised and approved forms of pest control on their Plots.
- 7.5 The Committee may appoint a suitably qualified person to undertake pest and vermin control on its behalf.
- 7.6 In using their Plots, Licensees must at all times consider the interests of other Plots and Licensees and in particular shall prevent any form of insecticide or other spray control from drifting onto adjacent plots.

8.0 Unauthorised Persons

- 8.1 Only the Licensee, or a person authorised or accompanied by the Licensee, is allowed on the Site.
- 8.2 Licensees are not permitted to go on any other plots on the Site.

9.0 Paths

- 9.1 Licensees must always treat the Society's Fences and Gates within the Site with care and attention and any damage caused by them will be their responsibility. General wear and tear will be the responsibility of the Society.
- 9.2 Paths within the boundaries of the Plots must be kept mown and free from weeds.
- 9.3 The grass paths established by the Society must be kept clear of obstructions at all times.

10.0 Sheds, Buildings and Structures

- 10.1 Licensees may not erect sheds, greenhouses, polytunnels, walls or structures on Plots.
- 10.2 Small fruit cages may be erected, which must comply with the Committee's specifications (max 25 m², max height 2m)

11.0 Trees

11.1 All fruit trees must be grafted to a rootstock from the permitted list below;

Fruit Tree	Rootstock
Apple	M9,M26,M27
Pear	Quince C, EMH
Cherry	Gisela 5
Plum	Pixy
Peach/Apricot/Nectarine	Pixy

11.2 The maximum permitted height for any tree on a plot is **3m**, it is the responsibility of the plot holder to keep any tree(s) within the plot to this height.

11.3 It is the responsibility of the licensee to keep a record of the rootstock used. Any tree that cannot be shown to comply with this requirement will be either removed or the licensee will be informed to maintain the tree to the permitted height.

11.4 All fruit trees should be pruned and well maintained and kept within the boundary of the plot.

11.5 Fruit trees must not be planted along the boundaries of the plot, but 1m inside the boundary.

12.0 Notice Board and Advertisements

12.1 All Licensees must maintain in good condition the signage of the number of their Plots.

12.2 Licensees shall not place other notices or advertisements on the Site.

13.0 Disputes

13.1 Disputes between Licensees are to be referred to the Committee in writing in the first instance, and will be subject to a right of appeal to the Council.

13.2 The decision of the Council will be binding on all the Licensees involved in the dispute.

14.0 Inspection

14.1 Plots may be inspected at any time by a member of the Committee.

14.2 Regular inspections of the plots will take place by the Site Management Team appointed by the Committee.

(Last updated: December 2019)

- 14.3 Where a plot is found to be unsatisfactory, a Non-Cultivation Notice will be issued.
- 1st Written Warning – Non-Cultivation Notice - This warning will give the plot holder 4 weeks from the date of the letter/email; to return the plot to an acceptable condition and will describe the reasons for the action. An acceptable condition is defined as being in full compliance with the Allotment Terms and Conditions.
- 2nd Written Warning – This warning will be issued if the requirements of the first warning letter have not been complied with. The plot holder will have 2 weeks from the date of the letter to return the plot to an acceptable condition. An acceptable condition is defined as being in full compliance with the Allotment Terms and Conditions.
- Termination Notice – A Termination of Tenancy Notice will be issued if the conditions set out in the second warning letter have not been complied with. The letter will be sent to the licensee terminating the license with immediate effect.
- 14.4 The licensee may appeal in writing to the Committee within 7 days of the date of the notice.
- 14.5 All Termination Notices will be signed by the Chairman of the Horticultural Committee who has full discretion in dealing with terminations.

15.0 Termination

- 15.1 a) The Council may terminate a Licence by sending one month's written Notice of Termination if:-
- i) the Licence Fee is unpaid for 30 days or more (whether formally demanded or not),
 - ii) the Licensee is in breach of any rules and conditions of the Licence,
 - iii) the Licensee has committed or suffered any act indicative of insolvency,
 - iv) the Plot has remained uncultivated for 3 months,
 - v) items of rubbish are brought on to the plot from outside
- b) The Licence shall be terminated automatically following the death of a Licensee, unless a member of the deceased Licensee's family who is also a member of the Society has taken over the Licence as provided for in Rule 2.6.
- 15.2 A Licensee may terminate a Licence by giving the Committee one month's written notice, leaving the plot in an acceptable condition.

- 15.3 A Licensee of a large plot may apply in writing to the Committee to request a move to a small plot when one is available, if management of the plot becomes too difficult.
- 15.3 No compensation will be payable to a Licensee for any crops remaining in the Plot upon termination of the License.
- 15.4 Outgoing licensees must remove any items or structures from their plot before the end of their tenancy, unless prior agreement has been reached with the new licensee.
- 15.5 Should the Plot not be in 'good condition' on Termination of the License, any works necessary to restore the condition must be completed by the Licensee, failure to leave the plot in an acceptable condition will result in the deposit not being refunded.

16.0 Change of Address and Notices

- 16.1 Licensees must within 14 days inform the Secretary in writing of changes of address or contact details.
- 16.2 Notices to be served on the Licensee by the Society, the Council or the Committee may be:-
 - a) sent to the Licensee's address in the Licence agreement (or otherwise notified to the Committee pursuant to Rule 16.1) by post, registered letter, recorded delivery or other delivery by hand; or
 - b) served on the Licensee personally.
- 16.3 Notices to be served in accordance with these conditions will be treated as properly served even if not received.
- 16.4 Notices to be served on the Society, the Committee or Council shall be sent to:
Royal Jersey Showground, La Route de la Trinité, Trinity, Jersey, JE3 5JP
or such other address as the Society shall notify in writing to the Licensee.

Any communication regarding the Licence should be addressed to
The Horticultural Secretary, Horticultural Department, Royal Jersey Agricultural &
Horticultural Society, Royal Jersey Showground, La Route de la Trinité, Trinity JE3 5JP
Tel: 860648 / Email: rachelle@royaljersey.co.uk