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WILLIAM'S WOOD ALLOTMENT HANDBOOK

Simon Harding



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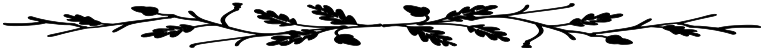


Welcome!

We welcome you to William's Wood allotments.

We hope you are able to make productive use of the small parcels of ex-farmland that we are able to provide to residents of Tarvin.

Rachel and Simon



A bit of background.

William's Wood is a private woodland, owned by Dr Rachel and Mr Simon Harding.

Rachel is a local girl, born inside Chester City walls and, except for a few years away at Medical School and a couple of years trudging around the World with Simon whilst he was serving in the RAF, has always lived and practised medicine around Chester.

Simon is retired for medical reasons, a brain tumour and lymphoma, and William's Wood is his personal playground. He re-learned to walk here, after his brain tumour was removed, by planting row after row of trees.

Why William's Wood? William was our first Son. He died in 1999 as Simon was preparing to ship out to Afghanistan. His ashes were kept in a tea caddy for years and then when we bought the field to convert to this woodland his ashes were finally interred under the first Oak tree on the commemorative perimeter walk.

Back in 2009 we partnered with Tarvin Environment Group (TEG) and formed Tarvin Allotment Group (TAG) with much smaller plots in our heritage orchard. Usage dwindled, TAG and TEG were laid to rest but 2 stalwarts carried on and, along with a newcomer, in August 2020 we offered them bigger plots in a different part of the woodland.

We have power cables crossing the woodland and can't plant trees under them. There is space for about 17 plots. Some need more work than others to bring them into use but if you look at the plots currently in use, they were the same as the unused plots and they didn't take much effort to bring to cultivation.

The full address of the woodland is William's Wood, Broomheath Lane, Stapleford, Cheshire, CH3 8HE. The contact phone number is 01829 830325. The contact email address is admin@williamswood.co.uk



Licence for use.

This is a licence for the use of land within William's Wood, Stapleford and specified at an induction meeting ("the site"), owned by Dr Rachel and Mr Simon Harding ("the licensor")

by

An individual, either solely or as a family member ("the licensee").

It is hereby agreed that the licensee shall be permitted to occupy the site for the sole purpose set out in schedule 1 ("the use") for the period set out in schedule 2 ("the period") for the payment of the fee of £10.00 (if demanded) for the period plus VAT if applicable, subject to the following items and conditions.

I, (insert your name), being the aforesaid licensee hereby agree to comply with the following terms and conditions in consideration for the use of the site as set in this agreement.

1	Use	The site shall be used solely for the purpose set out in schedule 1 to this agreement. The terms of use are temporary (no statute requirement to provide plots), individually leased (the licensee and licensor have an individual agreement) and self managed (the licensee is responsible for the management of the site along with other licensees).
2	Fitness	The licensee shall satisfy itself that the site is fit for the purpose for which it is required and the licensor shall accept no liability for loss or injury suffered by the licensee, its employees, agents or invitees arising as a result of the use or occupation of the site.
3	Access	The licensee shall have a right of access at all reasonable times from the public highway to the site for the purposes of fulfilling their rights and obligations under the use.
4	Insurance	The licensee shall have in place public liability insurance with an insurer of repute in the sum accepted by the insurance industry before the start of its occupation of the site.
5	Risk	The licensee shall carry out a full risk assessment for the use and shall pass a copy to the licensor prior to commencing its occupation of the site for the use.
6	H+S	The licensee, its employees, agents and invitees shall comply fully with the Health and Safety regulations current at the time of their occupation of the site and shall indemnify the licensor against any breach thereof. The licensee shall ensure that it employs safe working practices at all times. The licensee shall be aware that areas outside the site are occupied at all times for the purposes of the licensors use.
7	Maintenance	The licensee shall ensure that following any operation on the site the licensee will leave the site in a safe, clean and tidy condition. The licensee shall not be responsible for any maintenance outside the site.
8	Liability	The licensee shall indemnify and keep indemnified the licensor from any costs, claims or actions whatsoever arising out of or in connection with its use and occupation of the site.
9	Supervision	The licensee shall ensure that its employees, agents and invitees are supervised at all times and do not leave the site unescorted.
10	Costs	The licensor shall ensure that the costs of providing the site are born in full by the licensor with the licensee only covering the costs of its own matters.

11	Termination	This license will terminate at the end of the period or earlier if the licensee is in breach of any condition of this licence. The licensor may serve notice of such a breach which, if not remedied within 7 days of notice, or is incapable of remedy, then the termination date will be as defined in schedule 3. The licensee is not required to give any notice to quit and may communicate their intent in any manner. No refund of any licence fee shall be given. Upon termination, however terminated, the licensee shall leave the site in a clean and tidy condition. Should, in the opinion of the licensor, remedial works need to be carried out after the licensee has left the site then the licensee shall be liable for reimbursing the licensor for any costs directly or indirectly incurred thereby.
12	Rules	The licensee shall abide by the rules set out in schedule 3.
13	Occupation	This licence gives the licensee non-exclusive occupation of the site and does not create any tenancy or other legal interest in the site.
14	Contact	The licensee will provide their full home address and phone number along with a non work mobile number to the licensor. This data will be stored on cards in a safe in the locked central office and will not be used or stored electronically. This data will be stored for 7 years after termination unless an incident occurs involving a person aged under eighteen in which case it will be stored until their 18th Birthday.
15	Invocation	Even if this licence is not signed and returned by the licensee, continued use of the site implies it has been accepted in its entirety.

Signed



Date 21 June 2021 For and on behalf of licensor.

Signed

Date

For and on behalf of licensee.



Schedules.

Schedule 1: The use.

The use	The licensee will engage in non-commercial growing of crops other than top fruit trees. This includes ornamentals for personal use. The site may be used along with licensor approved extensions to the site by the licensee for social use but not to the annoyance of other licensees or the licensor.
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Schedule 2: The period.

The period	The period of the licence will be from 1 Oct, or your induction date, until 30 Sep the following year, or the same year if induction occurs after 31 Dec. Licensees may reasonably expect the licence to renew for the next period as long as termination has not occurred.
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Schedule 3: The rules.

The rules comprise 3 sections:

Immediate Termination: Breach of these rules results in immediate termination and no discussion will be entered into. You will have either signed the Licence or your continued presence invokes the Licence of which these rules form a part.

Warning: Breach of these rules results in a warning and time to remedy the issue.

Guidance: These may or may not be useful to everybody but underpin the practice the licensor is prepared to accept.

Failure on the part of the licensor to enforce any of the rules must not be seen as a global waiver and does not remove the licensor's ability to enforce the same rule in the future.

Immediate termination rules.

Breach of T₁ to T₆ will result in immediate termination of the licence.

Breach of T₇ to T₁₀ will result in immediate termination of the licence with the possibility of prosecution.

T ₁	You must pay for your allotment, should a fee be demanded, within 1 calendar month of receiving an invoice.
T ₂	You are not to remove anything from vacant plots or anywhere outside the site without the permission of the licensor.
T ₃	You must not use abusive or threatening language on site.
T ₄	You must not give the gate code or a physical key to anyone who is not covered by the licence.
T ₅	You must always close and lock the gate behind you, even if you find it open or unlocked, if the external path sign is not displayed. If the gate is meant to be open, the roadside sign will be out on the soft verge and the lock will have been taken away.
T ₆	3 warnings given in one period.
T ₇	You must not bring waste of any description from home or off-site. Arisings from your cultivation must be composted on-site and not disposed of anywhere else in the woodland unless specifically approved by the licensor.
T ₈	You must not take anyone else's produce or property without demonstrable permission.
T ₉	Firearms or offensive weapons are not permitted on-site unless the licensor is engaged in pest control.
T ₁₀	Snares and chemicals will not be set for pest control other than by the licensor.

Warnings issued.

Breach of the following rules will usually result in a warning. Cases will be investigated on their merits. We do not encourage licensees to report each other and will carry out our own site inspections at least once a week. We will not accept third party or anonymous complaints so if you do have a concern please contact the licensor directly. In the case of non cultivation there will be only one warning given and if the plot is not brought under cultivation within the time set out in the warning we will terminate the license.

W1	Cultivate at least 50% of your plot leaving any remaining soil clear and fallow or planted with green manure. It is not acceptable to leave ground covering materials in place.
W2	Do not cause nuisance to other allotment holders or the licensor.
W3	You must maintain a plaque with your name on it at the Southern boundary of your plot facing outwards.
W4	There is no mains water. Do not waste communal water captured from the shed roof.
W5	Permission must be sought from the licensor prior to the erection of sheds tunnels or greenhouses. In general, sheds and composters are permitted outside the cultivated area within the Southern treeline.
W6	Dogs may not be brought onto site under any circumstances.
W7	The licensee's employees, agents or invitees may not roam outside the site unless using the perimeter path, if open, or a prearranged social event has been organised.
W8	Crop diseases will be notified to the licensor as soon as discovered.
W9	Do not exceed 5mph on the drive or in the car park.
W10	Park in the East or West long bays, either forwards or reversed.
W11	Do not dig up or otherwise obstruct paths on-site.
W12	Do not use concrete for securing posts or making foundations unless approved by the licensor.
W13	You may not have bonfires on site. There are 2 approved burning sites. One in the far South East of the woodland and a smaller one by the woodland workshop at gate A.
W14	The licence is held in one name but allows for family and other invitees. The licensee must be present at least 50% of the time that others are present.
W15	Children are permitted on your site but must not be left unattended or allowed to roam in the rest of the woodland. They must be accompanied if using the perimeter path.
W16	Play equipment may not be left on site.
W17	Livestock may not be kept on site.
W18	All tools and equipment must be kept within the bounds of the site, not in the carpark or between the carpark and the site.

Guidance.

Allotments can be busy places with many people working in close proximity to each other and people differ in their management methods of their plots. As long as they remain within the rules it doesn't matter what a person does on their plot. The licensor will assist as far as is possible. The following guidance is provided to ensure the site is kept in good order for current and future users.

G1	You can plant herbs and flowers.
G2	If you wish to keep a lawned area or wild flower space then that is fine as long as it is tended and doesn't fall foul of the non cultivation rule.
G3	You may build a pond in your plot as long as it is not dangerous to people or animals.
G4	Fruit bushes must be compact and kept maintained and not allowed to become trees.
G5	Paths are communal parts of the site and must be maintained by licensees.
G6	Compost green waste and leaf litter using compost bins but don't let them encroach too far onto communal areas.
G7	If you feel the licensor needs to rectify issues with the site please contact them directly but bare in mind the terms of the license being temporary, self managed.
G8	If you see someone you don't know on site please challenge them. Remember though that the perimeter path will be in use. Any other visits to the woodland will be advised.
G9	Always inform the licensor if you change address or phone number.
G10	If you vacate your plot, please discuss with the licensor what may be left behind for future users.
G11	If you wish to keep bees on site there is a location in the orchard what will be made available to you. Your site will expand to encompass it and access to it.
G12	You shouldn't block communal pathways.
G13	Please only use petrol tools between 10am and 4pm daily. Petrol tools should be in good condition with approved labels and you should only operate them with insurance in place.
G14	If you encounter theft or vandalism or any suspicious people on site then please call 101 and report it unless a crime is in progress in which case 999 is appropriate.
G15	You are not allowed to have a BBQ or social gatherings on your site but a space is available for licensees and their families.
G16	Geotextiles and fleeces are of little use on such small areas. Monitor soil moisture and air temp and adjust planting accordingly. It's ultimately cheaper.
G17	Please try to promote your allotments in the local community. There is plenty more space but people are put off by the set up.

