



SUBSCRIPTION TERMS & CONDITIONS

Please read these terms and conditions and the Site Rules carefully before you accept an offer of a Patch at our Site. There is a Glossary below to help you understand the key terms we use in these terms and conditions.

The Order Form and these terms and conditions (in each case as may be amended from time to time) form the terms of the agreement between you and us (the "Agreement").

When you complete the Order Form, and pay the Joining Fee / Deposit and the Subscription Fee, you enter into a legally binding contract with us, on the terms of this Agreement.

1. The Term of this Agreement

1.1 This Agreement will start on the Start Date.

1.2 **If you have a monthly Subscription, your Subscription will continue on a rolling monthly basis until it is cancelled by you in accordance with Clause 8 (Cancellation) or terminated by either you or us in accordance with Clause 9 (Termination).**

1.3 **If you have an annual Subscription, your Subscription will automatically renew each year, until it is cancelled by you in accordance with Clause 8 (Cancellation) or terminated by either you or us in accordance with Clause 9 (Termination).** We will send you notice no later than 40 days before your Subscription is due to renew each year. This will give you time to consider whether you would like to renew your Subscription and, if you wish to terminate your Subscription before it is due to be renewed, then you will have time to provide the required 30 days' notice of termination in accordance with Clause 9 (Termination).

2. Your Responsibilities

2.1 You acknowledge that:

2.1.1 you occupy the Patch as a licensee and that no relationship of landlord and tenant is created between you and us;

2.1.2 we retain control, possession and management of the Patch and the Site and you have no right to exclude us from the Patch or the Site;

2.1.3 the licence of the Patch is personal to you and is not assignable, and the rights given to you under this Agreement may only be exercised by you; and

2.1.4 your use of the Patch and the Site is at your own risk and we do not make any warranties or representations as to the suitability of the Patch or the Site for the Permitted Purpose or for any other purpose.

2.2 You agree to:

2.2.1 pay the Joining Fee / Deposit, the Subscription Fee and any Additional Charges to us in accordance with Clause 4 (Fees);

2.2.2 use the Patch only during the Permitted Hours and for the Permitted Purpose;

- 2.2.3 keep and manage the Patch in a clean, tidy and safe condition;
- 2.2.4 cultivate the Patch so that it is free from weeds and noxious plants;
- 2.2.5 ensure that all children attending the Site are subject to appropriate and adequate levels of supervision;
- 2.2.6 comply with all laws and any recommendations of the relevant suppliers relating to the Utilities; and
- 2.2.7 comply at all times with the terms of this Agreement, the Site Rules and any other reasonable instructions which we may give to you from time to time (including via our *Patch Manager*).

2.3 You agree not to:

- 2.3.1 do anything on the Patch which is illegal, or which may be or become a nuisance, annoyance or inconvenience to us, to other subscribers at the Site, or to any owner or occupier of any neighbouring property to the Site;
- 2.3.2 share use of or part with possession or occupation of the Patch;
- 2.3.3 cause any damage to the Patch, the Site (including the Common Parts and Utilities), our property, the property of other subscribers at the Site, or any neighbouring property to the Site;
- 2.3.4 permit any unauthorised access to the Site; or
- 2.3.5 tamper with, obstruct or soil the Common Parts or the Utilities.

3. Our Responsibilities

3.1 We will be responsible for:

- 3.1.1 the overall management, control and administration of the Site, including the Common Parts and the Utilities;
- 3.1.2 the overall maintenance of the Site, including the Common Parts and the Utilities (but excluding the Patch, which will be your responsibility to maintain, or any of the other patch on the Site);
- 3.1.3 obtaining suitable public liability insurance for the Site; and
- 3.1.4 organising and arranging additional services for the benefit of you and the other subscribers at the Site, subject to the payment of the relevant Additional Charges (if applicable).

4. Fees

Monthly Subscription

4.1 If you have a monthly Subscription, you must pay us:

- 4.1.1 the Joining Fee / Deposit and the first month's Subscription Fee, on or before the Start Date; and, from then onwards;
- 4.1.2 the Subscription Fee each month, in advance.

- 4.2 **If you have a monthly Subscription, the Joining Fee / Deposit is non-refundable.** The limited exception(s) to this is where you cancel this Agreement within 14 days of the Start Date, in accordance with Clause 8 (*Cancellation*), or if the Site is not yet constructed and you have not been invited to attend your *Welcome Session*, you are entitled to request a refund.

Annual Subscription

- 4.3 If you have an annual Subscription, you must pay us:

4.3.1 the Joining Fee / Deposit and the Subscription Fee on or before the Start Date; and, for as long as your Subscription renews,

- 4.3.2 the Subscription Fee on each subsequent anniversary of the Start Date.

Additional Charges

- 4.4 Additional Charges are payable separately and in addition to the Joining Fee / Deposit (if applicable) and the Subscription Fee. All Additional Charges must be paid in full and by the deadline specified in the terms relating to those Additional Charges.

General

- 4.5 You must pay the Joining Fee / Deposit, the Subscription Fee and any Additional Charges by the due date for payment. You will be responsible for paying any costs we incur in recovering, or attempting to recover, any unpaid Subscription Fees or Additional Charges from you (including our reasonable legal costs).

- 4.6 **The Subscription Fee is non-refundable if this Agreement is terminated in accordance with Clause 9 (*Termination*).** This is because the termination of a subscription can cause us losses, especially if that termination occurs during a particular time of year when other potential subscribers are less likely to want a patch or be able to fully use and enjoy a patch.

- 4.7 **We will review the Subscription Fees and may increase them by no more than 15% in each year.** We will give you no less than 2 months' advance written notice of any change to the Subscription Fees:

4.7.1 if you have a monthly Subscription, the increase to the Subscription Fees will take effect at the end of this 2 month period. For example, if we give you notice of an increase to the Subscription Fees on 1 January, the increase will take effect on 1 March;

4.7.2 if you have an annual Subscription, the increase to the Subscription Fees will take effect from the first day of the next year of your Subscription. For example, if your subscription runs from 1 June in each year, the increase to the Subscription Fees will take effect on the 1 June immediately following our notice.

In each case, you will have time to consider the increase to the Subscription Fees and, if you wish to terminate your Subscription before the proposed increase is due to take effect, then you will have time to provide the required 30 days' notice in accordance with Clause 9 (*Termination*).

5. Inspection

- 5.1 You agree to permit us access to the Patch at any time, on reasonable written notice.

- 5.2 If we inspect the Patch and we identify any damage to or issues with the Patch, or any breaches by you of this Agreement or the Site Rules (a "Patch Issue"), we will give you written notice of this, specifying the works necessary to remedy the Patch Issue

("Patch Notice"). You will have 14 days from the date of the Patch Notice to carry out the necessary works, at your cost and expense.

5.3 If you fail to carry out the works specified in a Patch Notice by the relevant deadline, we will carry out the necessary works. We will be entitled to charge you for any reasonable costs we incur in doing so, which must be paid by you in full and on demand.

5.4 If we send you 3 or more Patch Notices in any 12-month period, we will be entitled to terminate this Agreement with immediate effect on written notice to you.

6. Alterations

You agree not to make any alteration or addition to the Patch (including by fixing anything to the Patch or building or erecting any sheds, greenhouses or other buildings), without our prior written consent (which we may give or withhold in our absolute discretion). Our consent may be conditional on approving specifications including the dimensions, colours, materials, and the positioning of any alteration or addition to the Patch. Please note: we will not consent to any alterations or additions which contain glass or concrete, or which may be considered permanent.

7. Substitution

7.1 We may require you to use a patch other than the Patch (an "Alternate Patch") by giving you not less than 3 month's prior notice. On expiry of the 3 month notice, you will be required to have left the Patch in accordance with the state and condition required under Clause 10 (*Leaving the Patch*) and started using the Alternate Patch.

7.2 The terms of this Agreement will apply to any Alternate Patch as if it were the Patch.

8. Cancellation

You may cancel your Subscription and terminate this Agreement with immediate effect, for any reason, within 14 working days of the Start Date. In such circumstances, we will refund the Joining Fee / Deposit.

9. Termination

9.1 Either you or we may terminate your Subscription at any time, on not less than 30 days' written notice. When the termination takes effect will depend on whether you have a monthly or annual Subscription:

9.1.1 if you have a monthly Subscription, your Subscription will end on the last day of your Subscription in the month following the notice of termination; or

9.1.2 if you have an annual Subscription, your Subscription will end on the last day of the year of your current Subscription.

For example, if your Subscription will renew on 1 October, then you would need to tell us in writing on or before 31 August that you wish to terminate your Subscription. If you fail to provide this notice, your Subscription will automatically continue for a further month or year (depending on whether you have a monthly or annual Subscription).

9.2 We may terminate this Agreement with **immediate effect** by notice in writing to you, if you:

9.2.1 do not make payment to us when it is due and you still do not make payment within 30 days of us reminding you that such payment is due;

9.2.2 repeatedly or persistently fail to pay the Subscription Fee and/or any Additional Charge on time;

9.2.3 are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement;

9.2.4 receive 3 or more Patch Notices from us in any 12-month period, in accordance with Clause 5 (*Inspection*) above;

9.2.5 fail to comply with the terms of this Agreement or the Site Rules; or

9.2.6 fail to attend our *Welcome Session* and fail to attend to the Patch within 60 days of the Start Date;

9.2.7 are absent, unwell or otherwise unable to attend to your Patch for a period of 90 days or more.

If we terminate this Agreement for any of the above reasons, you will not be entitled to a refund or remission of the Joining Fee / Deposit, the Subscription Fee or any Additional Charges.

9.3 The termination of this Agreement (for whatever reason) will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Subscription Fees or Additional Charges.

10. Leaving the Patch

10.1 On termination of your Subscription, you must:

10.1.1 remove from the Patch and the Site anything which you have brought into or on to the Patch and the Site;

10.1.2 remove all waste and litter from the Patch; and

10.1.3 ensure that the Patch is otherwise left in the same state of repair and condition as it was at the Start Date.

10.2 If in our reasonable opinion you fail to comply with your obligations at Clause 10.1, we may do all that is necessary to restore the Patch to its condition at the Start Date. In such circumstances, we will be entitled to charge you the CleanUp Cost, which must be paid in full and on demand.

10.3 If you fail to collect any of your property which is left at the Patch or the Site within 21 days of the termination of this Agreement, we may dispose of that property. We will be entitled to charge you for any costs we incur in doing so, which must be paid by you in full and on demand.

11. Liability & Insurance

11.1 We will not be liable for any damage, theft, or loss of any property which you use, grow, keep or leave on or at the Patch or the Site.

11.2 You must make your own insurance arrangements if you require cover for property which is kept at or on your Patch or the Site.

12. Customer Content Usage

12.1 We use content shared by our subscribers to promote and advertise Roots, including on our website and social media channels, print media such as billboards, bus stops and leaflets and from time to time, various magazine publications.

12.2 For this purpose, we may use and reproduce any content that you post in our WhatsApp chats and/or on our Facebook page – including photographs, videos, voice recordings, names and social media handles, and images of you or our other subscribers (collectively, your **Content**). We may store your Content and edit and/or repurpose it to ensure that it is fit for our promotion and advertising activities.

12. Changes to these terms and conditions

We reserve the right to change or add to these terms and conditions (including the Site Rules) from time to time for legal, safety, environmental or other reasons, or in order to assist the proper administration and maintenance of the Site. We will send you no less than 2 months' written notice of any such changes.

13. General

13.1 If we choose not to enforce any part of this Agreement, or delay enforcing it, this will not affect our right to enforce that same part later (or on a separate occasion) or the rest of this Agreement.

13.2 It is not intended that the terms of this Agreement will be enforceable by any third party.

13.3 All notices to be given by either you or us under this Agreement must be in writing and will be served if delivered by hand or sent by registered post, recorded delivery or email. **You must send written notices (including any notice to cancel or terminate your Subscription) to: support@rootsallotments.com. You must notify us of any change in your address(es) or other contact details.**

13.4 This Agreement is governed by English Law and either you or we must bring legal proceedings in respect of this Agreement in the English courts.

Glossary

We or us	Allota FutureLand Limited a company registered in England and Wales. Our company registration number is 13784522 and our registered office is at Flat 16, Melcombe Court, Bath, England, BA2 3LP
Order Form	The form setting out the details of your Patch, Subscription, Joining Fee / Deposit, Subscription Fee, and any Additional Charges
Subscription	Your subscription for the Patch as identified in the Order Form, ie a monthly or annual subscription for a <i>Mini Patch</i> , <i>Starter Patch</i> , <i>Couples Patch</i> , or <i>Group Patch</i>
Start Date	The date you complete the Order Form and pay your Joining Fee / Deposit and first Subscription Fee
Patch	Your Patch on the Site, as identified at your <i>Welcome Session</i> . Depending on availability, your Patch may be allocated to you.

Site	The Site identified in your Order Form, as may be further described (via a plan or other description) on our website.
Common Parts	The roads, paths and other means of access in or to the Site which are necessary for you to access the Patch, as well as buildings (eg tool sheds) and wash facilities which may be used by all subscribers at the Site, as shown on the plan attached to these terms and conditions
Utilities	All media for the supply or removal of electricity, water, sewage and all other services and utilities to the Site, and all structures, machinery and equipment related to those media
Permitted Hours	The hours of during which times you may access the Site and the Patch, as advertised in our Members Area on our website.
Permitted Use	Use of the Patch as an allotment for private purposes, and not for any commercial purpose including for any business or market garden
Site Rules	Our rules and policies which set out our expectations concerning your use of the Patch, conduct and behaviour (as may be amended from time), available on our website (https://www.rootsallotments.com/site-rules), and at any time on request
Joining Fee / Deposit	These terms are used interchangeably throughout this contract and refer to the initial payment made by the participant or member. This fee is required to secure their participation or membership and is not refundable after 14 days.
Subscription Fee	The amount set out and referred to as the Subscription Fee in in the Order Form
Additional Charges	Any items charged to you <i>in addition</i> to the Joining Fee / Deposit and the Subscription Fee, including, for example: charges for workshops, talks and events which you sign-up to, and any weeding or watering services which you wish to receive
Clean-Up Cost	The charge payable by you to us in the event that you leave the Patch in an untidy or unsafe condition on the termination of this Agreement, comprising a £35 per hour cleaning fee and any reasonable removal and/or waste disposal costs