

**Terms and Conditions for Avon Gorge and Downs Wildlife  
'Love your Living Downs': Adopt-a-plot scheme.**

These terms and conditions govern the relationship between us (Avon Gorge and Downs Wildlife) and you (the adopter or person allocated the plot/square) under the Avon Gorge and Downs Wildlife 'Love your Living Downs': Adopt-a-plot scheme to adopt a 3mx3m square or plot of land on Clifton Down or Durdham Down Bristol, based on the what3words global addressing system.

1. An individual donation will support Avon Gorge and Downs Wildlife project in their aims and objectives of: engaging the people of Bristol with their Avon Gorge and Downs wildlife; ongoing conservation and enhancement of biodiversity and habitat in the Avon Gorge, Clifton and Durdham Downs in Bristol. Donations are non-refundable. (If the donation is eligible for Gift Aid, the Gift Aid will be also added to help finance our project).
2. The duration of an individual's adoption of a plot shall last for one year from commencement, subject to continuation of annual donations in relation to annual upkeep upon donation request. Donation reminders for continuation of annual adoption will be sent out six weeks prior to the end of each one-year period. In the absence of donation for each subsequent year, this agreement shall terminate automatically.
3. Any individual is eligible to adopt a plot or plots through the Avon Gorge and Downs Wildlife Adopt-a-plot scheme.
4. You can choose which wildlife rich habitat and the location of that habitat from those available on the Avon Gorge and Downs website map provided, for 'your' associated plot. You cannot currently choose the what3words address or exact location of 'your' associated plot or plots. Within your chosen habitat, you will be allocated a plot at random.
5. The Adopt-a-plot scheme is only open to private individuals.
6. You will **never**, at any stage, own the land or the what3words address of the Adopt-a-plot, or have any rights over the land or responsibilities for it.
7. A donation to Avon Gorge and Downs Wildlife does not confer any of the following rights at any time in regard of the square/plot you have adopted, including the non-exhaustive list below:
  - a. A right to walk on the land;
  - b. A right to build any temporary or permanent structure on the land;
  - c. A right to camp or stay in any other structure with/without wheels on the land;
  - d. A right to drive on the land;
  - e. A right to sleep on the land, in the open air;
  - f. A right to dictate how the land is managed;
  - g. A right to anything growing on the land or in the soil/rock beneath the land;
  - h. A right to farm it/grow anything on it/plant it/bury anything in it/install anything in it/dig into or upturn the soil in it/cut, tamper with or remove any plant or fungi growing on it or in it/cut or remove the turf or grass;
  - i. A right to do anything with the land, vegetation, rock, soil or animal that Avon Gorge and Downs Wildlife deems unacceptable;
  - j. A right to have your original donation back, even if you relinquish the land through non-payment of the annual upkeep amount.

8. A donation to Avon Gorge and Downs Wildlife does not confer any responsibility/responsibilities other than to ensure the annual donation is paid after you have been notified a donation is due if you choose to continue your adoption after the first year. Annual continuation of adoption is entirely voluntary.
9. Any Adopt-a-plot/what3words address can be re-assigned at any time. You may transfer the adopter's name to someone else. However this transfer is undertaken between the parties, no rights or responsibilities apply as per the original donation terms. Please notify us of transfer details.
10. The random nature of Adopt-a-plot plot allocation may mean that a square or squares could be in the part of the land which is not accessible to the public due to the nature of the vegetation on it, the underlying physical attribute, or aspect of the plot. You will always know exactly where 'your' Avon Gorge and Downs Wildlife plot is by searching for its three words, including the dots, in the free what3words app or at <https://what3words.com>.
11. The plot or plots could be open meadow, grassland, bushes, scrub, woodland, rock, scree, soil or a mixture of these. The nature of the habitat may change over time. We will not include roads, paths, buildings, car parks, hardstanding, any non-natural areas, or any feature deemed to be dangerous such as cliff, in the allocation of a plot.
12. Providing you continue to donate an annual 'upkeep' donation per plot per year following the what3words address allocation process, your name will continue to be associated with that plot or plots and the associated what3word address(es).
13. Avon Gorge and Downs Wildlife maintains a 'register' of Avon Gorge and Downs Wildlife adopters which will include details of the donor's name, address, email address and the associated what3words address(es). Donors are responsible for telling Avon Gorge and Downs Wildlife about any change of email address. The list of adopters' names may in the future be found on the Avon Gorge and Downs Wildlife website and there will be an opt out if you do not wish your name to be displayed. All personal information is kept in line with the Data Protection Act 2018 / GDP regulations.
14. We will not be held responsible for any incorrect descriptions of the Avon Gorge and Downs Wildlife Adopt-a-plot scheme by any third parties or on any third party or agent websites.
15. Land allocated under the Avon Gorge and Downs Wildlife Adopt-a-plot scheme remains and will remain the property of Bristol City Council and the Merchants Venturers during any individual adoption period and beyond.
16. Force majeure: any unforeseen event out of our control including but not limited to flooding, earthquake, lightening strike, landslip, landslide, treefall may require that we reallocate your adoptive square at our discretion.
17. This agreement does not give any rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
18. This agreement constitutes the entire agreement between the parties.
19. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England with the English courts having exclusive jurisdiction.