

## SCHEDULE 1

### Conditions of Use

#### 1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

#### 2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

#### 3. Security

- 3.1. The Tenant shall be issued with a key if required to access the Allotment Site either by car or on foot. No replicas are to be made.
- 3.2. If required, the key is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. The main access gate shall be closed and locked at all times. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### 4. Inspection

- 4.1. An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time. Inspections will take place on a quarterly basis.

#### 5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time, if there is a drought order in place.
- 5.3. Fires are not permitted on the Allotment Site.

- 5.4 Where the Tenant uses and stores hoses they shall be responsible for their own Legionella prevention for hoses that have not been in use for a long period of time.

## **6. Dogs**

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

## **7. Livestock**

- 7.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **8. Buildings and Structures**

- 8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of either a garden shed or polytunnel, but not both and a greenhouse the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.
- 8.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

## **9. General**

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

## **10. Chemicals, Pests, Diseases and Vermin**

10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with all the relevant legislation.

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

## **11. Notices**

11.1. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

## **12. Car Parking**

12.1. No cars are permitted within the allotment site. Only the Tenant or persons acting for them shall be permitted to bring cars into the car park. The Council accepts no liability for loss of or damage to vehicles parked on the site.

## **13. Waiting List**

13.1 Open to residents of the parish only.

13.2 New plot holders to be allocated smaller starter plots.

13.3 Existing plot holders on reserve waiting list to be given first refusal on adjacent plot.

13.4 Existing plot holders on reserve waiting list to be offered full size plot on relinquishment of a smaller starter plot.

13.5 No more than one full size plot per allotment holder unless there is no waiting list.

July 2022