

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 up to the nearest half width by each adjoining tenant, 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. Tenants are asked to ensure that the gate is closed and locked at after you leave the Allotment Site and there is no other plot holder on 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 at any time of the Town Council's choosing.

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.
- 5.3. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

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, ducks 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 to a maximum of 20 rabbits or fowl per plot.)
- 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. 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 a garden shed no bigger than 6x4, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. The Council will normally ask tenants to situate structures towards the rear of the plot. The Tenant may also require permission from the relevant planning authority.
- 8.2. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.3. 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.
- 8.4. 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. All rubbish must be removed from the allotment site and appropriately disposed of by the tenant.
- 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.

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 the all 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. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.