



Dear Councillors Buxton and Sellars and Mr Bamberger, Mr Eyres and Mr White,

You are invited to attend the next meeting of the **Allotment sub-committee** to be held on **Tuesday 2nd July 2024, commencing at 7pm**. This meeting will be held in the main hall of Balderton Village Centre.

Allotment Holders are welcome to attend and speak during item 5. For the remainder of the meeting the discussion will be between members on the subcommittee.

Marion Fox Goddard, Balderton Parish Clerk, Tuesday 25th June 2024

AGENDA

1. Apologies for absence.
2. Declarations of interest.
3. To welcome and introduce Mr Bamberger to the subcommittee members and introduce all Sub-committee members to attendees of the meeting.
4. To elect a Chair for the committee (councillor)
5. Allotment holders' forum - **Balderton Parish Council is committed to community engagement and therefore warmly invites allotment holders to contribute during this part of the meeting.**
6. To agree the minutes from the meeting held on February 6th, 2024.
7. To receive an update on actions from the February meeting.
8. To receive an update and discuss the new allotment holder agreement.
9. To receive an update on Health and Safety on the site.
10. To consider whether to combine plots 20b and 20c (refer to update on actions following the meeting on 6/2/24 document on page 5) and receive an update on upcoming plot availability.
11. To receive an explanation of how allotments are handed over to new tenants and what happens to an allotment when a tenancy ends.
12. To discuss whether to allow businesses/charities to be allowed to join the waiting list.
13. To agree who will carry out the next allotment inspections which are due in September.
14. Suggestions for the next agenda.

For full agenda pack visit our website: www.baldertonparishcouncil.gov.uk (Click on the arrow next to the allotments heading and then click on the agenda for this meeting).

Allotment Sub-committee

Minutes of the meeting held on February 6th, 2024, at 10.30am

PRESENT

Councillors: Fairbairn (Chair), Buxton, and Sellars
Allotment tenant representative: John Eyres
Staff: Jim Brown (Head Groundsman), Marion Fox Goddard (Parish Clerk) and Laura Hickling (Clerical Assistant).

APOLOGIES

Councillors Hall and Marshall. Mr White (allotment tenant representative)

1. Declarations of Interest

John Eyres and Cllr Fairbairn - allotment holders.

2. To note the resignation of one allotment representative and to discuss finding a replacement

The Committee agreed to put notices on the allotment gate for allotment holders to contact the Council office if they wish to be a representative.

➤ Clerical Assistant to arrange a sign.

3. Terms of reference for the Allotment Sub-committee

The committee noted the terms of reference. The Chair suggested that the allotment representatives should have the power to vote. It was agreed this could be considered when terms of reference are reviewed at the Annual Parish Council meeting in May.

4. Minutes of the Allotment sub-committee held on October 4th, 2023

The minutes were approved as an accurate record.

5. Water Update

The Head Groundsman explained to the committee that switching the water on is weather dependent. Regarding the suggestion to drain the system over winter, this was deemed unnecessary expenditure as the current system works.

6. Feedback from consultation poster

The Clerk confirmed that the office had not received any feedback. Once a new notice board is put in place a sign will be put up requesting all suggestions can be directed to the office.

7. Bike rack

Following on from the previous meeting's suggestion of installing a bike rack the committee concluded that at present it would not be required. The allotment representative confirmed that tenants bring bikes right up to their own plots for convenience.

8. Update on tidying up the site

The Head Groundsman gave a report on the progress made on clearing plots to be relet and removal of the waste in the car park area. It has been arranged for the 'bonfire waste' to be removed using an HI-AB which will take it for recycling. The majority of the blue construction material bags will be removed with a couple to be sited to the left of the new bays for ground staff to keep building materials. Three new bays will be built for hedge cuttings, grass and large clippings which will be shredded and composted. The allotment representative suggested that grass and leaves are kept separate due to different types of compost. The head groundsman will investigate if one bay can be halved for this (within agreed cost) or if this waste could be kept in the same bay with leaves on one half and grass on the other.

Metal waste, cones etc. will no longer be stored at the site and once the bays are installed the car park will be available to use.

9. New allotment holder agreement

The Clerk explained that the new agreement has been approved by the council and is being sent out to all new allotment holders. The agreement is based on the Allotment Society template and is more comprehensive than the original agreement. This includes a £100 bond requirement.

All current holders will also receive the new agreement to sign, however they will not pay the bond.

10. New tenants/use of vacant plots

The Clerk detailed that we now have 11 plots cleared and to offer to people on the waiting list. 7 offers have been made, with only 1 turning it down due to moving out of the area. Two agreements have already been signed. Plots 2a, 15c and 21b are offered as a half plot. Plots 5b, 5c, 15a, 15b, 23a, 23c, 24b, and 24c will be offered as quarters.

New agreements will be sent out to existing allotment holders in the summer. It was noted that when in communication with any current plot holders, they will be asked to consider downsizing if they would like to reduce their allotment size.

- Administrative assistant to contact all current allotments holders to obtain email addresses (to minimise cost of posting new agreements).
- Remainder of vacant plots to be offered this month.

It was suggested that for the 'community plot':

- This should be cleared (grass area) to make 2 new quarter allotments
- Owner of machinery in the shed to be contacted to ask them to remove them as the shed will be taken down
- Shed to be removed (unstable)
- Fruit trees to remain for use of all allotment holders.

- The subcommittee agreed with the proposal so this recommendation will be taken to the Amenities Committee.

11. Plans for improved signage

As per the action plan agreed by full council, new signage will be purchased for the allotment gate this year with key messages (welcome, office contact details, feedback....) A replacement notice board will also be investigated as part of this.

- New signage and noticeboard to be organised.

12. Correspondence

An email from an allotment holder was circulated for the committee regarding a shed door lock being broken. Ground staff have checked all the fences which are still secure. It was suggested that some fencing (north facing side) around the site is close to needing replacement.

- The head groundsman will investigate replacing the top strand of chain link on the fence and report back on this.

The meeting closed at approximately 11.40am.

Next Meeting: to be arranged in July
Inspections: to be arranged for March.

Update on actions following the meeting on 6/2/24

Item 7

| Item Number | Action | Update | Any further action needed? |
|-------------|--|--|--|
| 2 | <i>Sign to advertise allotment representative vacancy.</i> | A sign was added to the noticeboard and gate shortly after the meeting. Mr Bamberger offered to take the role. No further interest received. | No |
| 10 | <i>Obtain email addresses for all tenants</i> | <p>We have contacted tenants and have email addresses for 75% of allotment holders (45 out of 60).</p> <p>We wish to get email addresses to minimise costs to allotment tenants (administration/postage costs). We appreciate that some people do not have email addresses but will continue to encourage tenants to let us have an email to avoid this affecting rent.</p> | Request email address in next letter sent to all allotment holders. |
| 10 | <i>Vacant Plots and 'community plot'</i> | <p>Plots that were vacant at the in January/February have been let - Plots 2a, 5b, 5c, 15a, 15b, 15c, 21b, 23a, 23c, 24b, and 24c.</p> <p>The Amenities Committee accepted the recommendation of the ASC¹ for the 'community plot'. The shed, machinery and green waste has been removed from this plot and 2 quarter plots were created (20 b and 20c). 20b has been let. Plot 20c was offered this month but not taken due to the shade from the large apple tree next to it. The apple tree next to plot 20c remains available for all allotment holders to take apples.</p> | Consider whether to combine 20b and 20c – see agenda item 10 on the 2/7/24 agenda) |
| 11 | New signage and notice board for the site | Will be organised later in 2024/early 2025 | |
| 12 | Fences | Investigate replacing the top strand of chain link on the fence | This will be done in the autumn when we can cut the briars. |

¹ ASC- Allotment Sub-committee

New Allotment Agreement for Allotment holders who had an agreement prior to January

Introduction

Balderton Parish Council recently joined the National Allotment Society to help us learn from best practice in this area. The council agreed to use the National Allotment Society allotment agreement for new tenants from 2024 and we plan to roll this out with 'existing tenants' (allotment holders prior to January 2024). New tenants pay a £100 bond which is refundable at the end of the tenancy period if the allotment is left as found. Existing tenants² will not be asked to pay the bond.

I advised the council to adopt the agreement at the January Full Council meeting to have a legally approved agreement in place and a policy on bonds before we issued new agreements. The new agreement has since been signed by 15 new tenants.

The plan is to send the new agreement to all existing tenants, but concerns have been raised by Allotment Representatives and some allotment holders. An informal meeting was held with the Allotment Representatives to discuss their concerns. The following page summarises these; I have added a column with initial feedback. Following this meeting the agreement will be taken to Full Council to consider.

During the Allotment Sub-committee (ASC³) meeting on July 2nd, there will be a public forum so allotment holders can raise any other concerns to the sub-committee. The ASC is advisory so feedback will be taken back to the Full Council for a final decision.

Marion Fox Goddard

Parish Clerk

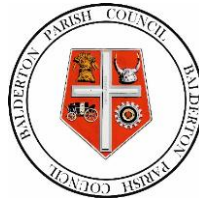
June 25th, 2024

See pages 9 -15 – New Agreement.

See pages 6 – 8 – Initial feedback regarding the concerns raised.

² 'Existing tenants' (allotment holders prior to January 2024).

³ ASC – Allotment Sub-committee



The following initial feedback is offered by the Parish Clerk to try to alleviate concerns regarding the new agreement. During the meeting on July 2nd, we will go through these one by one so the Allotment Sub-committee can discuss each issue. We will also try consider any other concerns raised during the public forum.

| | Concern raised | Allotment Representative explanation | Response |
|---|---|---|---|
| 1 | Clause A 8.1: “comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.” | “comply fully with all” is an impossible demand. Some clue needs to be made to “the relevant parts applicable to use of allotment site” | I believe the concern raised about this is because allotment holders are not aware of enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site. This clause needs to remain in case there are any changes in the law or if the landowner gives the parish council notice that they want the land back (12 months’ notice required). The requirements of tenants are included in the new agreement and schedule. |
| 2 | Clause A 8.4: “immoral purposes” | Connotation of “moral” implies all sorts “antisocial” is more appropriate | Immoral would cover antisocial so I suggest it is not necessary to change this. |
| 3 | Clause A 8.5: “The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.” | People know what you are trying to express but some people do go onto other Allotment Gardens for good cause without the permission of the Tenant owner. I for one have never minded people entering my plot for example to admire my work, or to retrieve or to rescue entrapped animals or birds or even to watch passing vintage steam train or even to borrow | I don’t think this is an unreasonable clause. Some allotment holders may be happy for any other allotment holder to enter their site but there may be others that are not. I’m sure they would understand if another allotment holder went onto their plot to rescue an animal or in an emergency. |

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| | | items, providing they do no damage or remove my property. | |
| 4 | Clause S 3,3: "The main access gate shall be closed and locked at all times." | | There is divided opinion on this one. If you are alone on the allotment do you want anyone to wander in? This could be changed to when you leave you must keep it locked if the ASC ⁴ agrees to recommend this to full council. |
| 5 | Clause S 5.2: "No hoses are to be used at any time." | | Suggested update. 'Hoses to be used sparingly and not to be left on. No sprinklers to be used'. |
| 6 | Clause S 5.3: "No fires between the hours of 15.00 and 19.00 and 15.00 and dusk" | | Allotment reps/holders to advise during meeting on 2/7/24 what they think would be more reasonable. |
| 7 | Clause S 6.1: "dogs not allowed on site unless it is held at all times on a leash and remains on the tenant garden only" | Objections raised from dog owners who prefer for various reasons not to have their dogs on a leash at all times and in the past have been allowed to confine them off a leash but within their enclosed Allotment Garden. | There is divided opinion on this one. Some people fear dogs. I believe s6.1 is the best stance to start with on this as some allotment plots are not fenced off. If an allotment holder's plot is fenced/secure, it is suggested they use their own discretion if they 100% sure their dog will not get out or go out if someone else opens the gate. The clause allows the council to act if there ever is a problem with dogs not being managed responsibly on the site. |
| 8 | Clause S 8.2: "Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures." | Environmental concerns regarding the use of plastic. | Suggested update: 'Glass greenhouses are permitted as long as they maintained to not be a danger to other users of the allotment site'. |
| 9 | Clause S 8.5: "The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden." | | This is under the heading of Buildings and Structures. The council cannot be held responsible for the losses listed as the buildings and structures are the responsibility of the tenant and the council cannot monitor whether the gate is always locked. This is not an unreasonable clause. |

⁴ ASC – Allotment Sub-committee

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| | | | If there was an accident or fire which was directly due to the action of Balderton Parish Council, a claim could be sent to the council so this could be considered. |
| 10 | Clause S 9.2: “must cover any manure on the Allotment Garden which has not been dug” | | To be discussed by ASC ⁵ on 2/7/24 |
| 11 | Clause S10.3: “chemicals must be in compliance with the all relevant legislation.” | | Gas to be added. If allotment holders bring chemicals on to their plot, it is not unreasonable to ask them to comply with legislation regarding storage. New products are clearly labelled and if allotment tenants have anything that is not labelled or is old it is not unreasonable to expect allotment holders to check that they are being stored safely |
| 12 | Clause S 11.1: “Tenant will endeavour to maintain the plot number in good order and ensure it is visible at all times.” | This a new one, putting the onus for keeping the plot number in good order by the Tenant. You are asking for trouble there and keeping it visible at all times is impossible depending on where the Council have placed the plot number and as the surrounding flora reaches maturity. Perhaps the Council should cut the grass more often to aid visibility. | It does not seem unreasonable to require a tenant to maintain their plot. Consideration will be given to the state the allotment was handed over in. |
| 13 | I don't live in Balderton – will I be made to give up my plot? | | No - We would not ask anyone to give up their plot if they have moved out of Balderton since they were issued their plot. |
| 14 | Clause S2.4 – All paths must be kept to a minimum of 45cm | | To be discussed by ASC ⁶ on 2/7/24 |
| 15 | If I don't sign the new agreement, will I have to give up my allotment? | | All allotment holders will need to sign the new agreement. We are consulting allotment holders to iron out any issues on 2/7/24. |

⁵ ASC – Allotment Sub-committee

⁶ ASC – Allotment Sub-committee



Agreement for 'existing tenants' (allotment holders prior to January 2024).

THIS AGREEMENT is made the.....day of.....

BETWEEN

(1) Balderton Parish Council of Balderton Village Centre, Coronation Street, Balderton, NG24 3BD, ("the Council") and

(2)

of

("the Tenant")

This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, correspondence, undertakings, or promises, whether oral or written, of any party to this Agreement.

NOW IT IS AGREED as follows:

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at ("the Allotment Site") numbered on the Council's allotment plan and containing approximately square metres ("the Allotment Garden").

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from September 1st at an annual rent of £ which is payable to the Council by the Tenant on the 29th September of each year ("the Rent Day").
- 3.2. 2 months notice of any rent increase will be given by the Council to the Tenant in the preceding year to take effect the following year.
- 3.3. Water supply shall be included in the rental charge.

3.4. Where additional amenities are provided on the Allotment Site these may be taken into account when setting the following year's rent.

4. Bond

4.1 A £10 key deposit is payable for keys to the allotment; this will be returned to the tenant when the keys are returned to the parish council office.

5. Rates and Taxes

5.1. The Council will pay all rates and taxes.

6. Cultivation and Use

6.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

6.2. The Tenant may not carry on any trade or business from the Allotment Site.

6.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.

6.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

7. Prohibition on Under letting

7.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

8. Conduct

8.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

8.2. The Tenant must comply with the conditions of use attached as Schedule 1.

8.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

8.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

8.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

8.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

8.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

9. Lease Terms

9.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

10. Termination of Tenancy

10.1. The tenancy of the Allotment Garden shall terminate

10.1.1. automatically on the Rent Day next after the death of the Tenant, or

10.1.2. by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

10.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:

10.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

10.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

10.1.4. by re-entry if the rent is in arrears for not less than 40 days, or

10.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

10.1.6. by the Council giving the Tenant at least one months notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the borough, district or parish.

11. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

12. Change of Contact Details

12.1. The Tenant must immediately inform the Council of any change of address, telephone number or email address.

13. Notices

13.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

13.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

13.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

13.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by

In the presence of

Signed by the Tenant

In the presence of

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. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key/code/card 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. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

- 4.1. Council representatives will inspect allotments twice each year. Should a plot not be maintained as stipulated by the terms of the this agreement, the council will write to the tenant to explain which terms are not being met and giving the tenant a reasonable opportunity to meet the terms of the agreement. Should this not be met the council reserves the right to cancel the agreement. (see clause 10).
- 4.2. 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.

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 always attended 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. Fires only permitted when the wind is in the correct direction i.e blowing down to the playing field and not in the direction of homes close to the allotments. The tenant may only have a fire within their plot. The tenant should be prepared to extinguish if environmental conditions change or advised by council official or an allotment members representative.
- 5.4 Tenants are not permitted burn their allotment waste elsewhere on the Allotment Site.

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 or insects (i.e. bees) on the Allotment 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 a garden shed, greenhouse or polytunnel 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.

9.5. The Tenant will not use carpet or tyres on the allotment.

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.

12.2. Where safe cars may be taken to plots to drop off or collecting from that allotment plot. Parking in these circumstances must be temporary (maximum 15 minutes) and not cause any blockage or nuisance to any other allotment site user.