



Knapton Allotments | Conditions of Use

(Tenants Covenants – The 2nd Schedule)

1. Maintenance

- 1.1. The tenant will use the plot for the purpose of a gardening plot only and shall keep it free from weeds and otherwise maintain it in a good state of cultivation, fertility and condition

2. Trees

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

3. Hedges and Paths

- 3.1. The Tenant shall keep every hedge that forms part of the boundary of his allotment plot properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his allotment plot
- 3.2. The tenant will keep pathways adjoining their plot clean and tidy and unobstructed, ensuring that they are a minimum of 600mm wide
- 3.3. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the allotment site
- 3.4. Lane access must be kept clear at all times

4. Security

- 4.1. The Parish Council manages CCTV to monitor and record all persons and vehicles entering and exiting the allotment site
- 4.2. The Councillor responsible for the allotment checks the site each day

5. Inspection

- 5.1. An officer of the Council may enter allotment plots for inspection of the state of cultivation and general condition of the plot, structures and any livestock and full access must be given by the Tenant to the officer at all times
- 5.2. Regular inspections will take place on a quarterly basis.
- 5.3. If, upon inspection, it is found that the tenant has failed to cut and manage noxious weeds, the landlord may undertake such work as may be necessary to prevent them spreading to other plots and recover the cost of the work from the tenant

6. Water / Fires

- 6.1. The Tenant shall practice sensible water conservation, utilise covered water butts with sheds and other buildings and consider mulching as a water conservation practice.
- 6.2. The site bonfire must be supervised and never left unattended
- 6.3. In the event that the tenant wishes to light a bonfire on their plot, they must ensure that;
 - 6.3.1. Permission is obtained from the allotment manager prior to lighting it
 - 6.3.2. No nuisance is caused to other plot holders or nearby property owners
 - 6.3.3. The bonfire is not near a building or structure
 - 6.3.4. It is attended at ALL times
 - 6.3.5. Only allotment rubbish is burned
 - 6.3.6. It is properly extinguished before being left unattended

7. Dogs

- 7.1. The Tenant shall not bring or cause to be brought a dog onto the allotment site unless it is held at all times on a lead / leash and remains under the direct control of the Tenant
- 7.2. Any faeces to be removed and disposed of off-site by the Tenant

8. Livestock

- 8.1. Except with the prior written consent of the Parish Council the Tenant shall not keep any animals or livestock on the allotment save domesticated chickens and rabbits
- 8.2. Livestock must be kept so that they are not prejudicial to health or a nuisance to others

9. Buildings and Structures

- 9.1. Any tenant wishing to erect a structure on their plot should first read the council's Allotment Structures Policy, which provides guidelines as to what would be acceptable, and agree to abide by it at all times.
- 9.2. The Tenant shall not erect any structure, be it a building, garden shed, greenhouse, polytunnel or pond on their allotment plot without first obtaining the written consent of the Parish Council, using the Annexe 1 - Permission Request Form.
- 9.3. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures, unless specifically approved by the allotment manager
- 9.4. The Tenant shall keep all structures, including sheds, greenhouses, polytunnels etc. in good repair to the satisfaction of the Parish Council
- 9.5. 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
- 9.6. The Parish Council will not be held responsible for loss by accident, fire, theft or damage from the allotment site

10. General

- 10.1. The Tenant shall not deposit or allow other persons to deposit on the allotment 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
- 10.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in
- 10.3. All non-compostable waste shall be removed from the allotment site by the Tenant

11. Chemicals, Pests, Diseases and Vermin

- 11.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 11.2. When using any sprays or fertilisers the Tenant must;
 - 11.2.1. 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
 - 11.2.2. 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
 - 11.2.3. comply at all times with current regulations on the use of such sprays and fertiliser

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

11.4. Any incidence of vermin (rats) on the allotment site must be reported to the Council.

12. Notices

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

12.2. The Tenant shall not erect any notice or advertisement on the allotment site without prior consent of the Parish Council.

13. Business Use

13.1. The tenant will not use the allotment for the purposes of any business or to store any materials, goods, equipment or crops which are not required on, or produced on, the allotment site

14. Car Parking

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

14.2. The Parish Council accepts no liability for loss of or damage to vehicles whilst parked on the site.

15. Waiting List

15.1. Open to residents of the parish only.

15.2. New plot holders to be allocated smaller starter plots.

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

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

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