



Locking Parish Council

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ALLOTMENT GARDENS - THE SCHEDULE

This Schedule should be read in conjunction with the TENANCY AGREEMENT and forms part thereof

1. TREES

- 1.1. The Tenant shall not without written consent of the Council cut or prune any timber or other trees apart from the recognized pruning practices of fruit trees within the allotment.
- 1.2. The Tenant shall not plant any trees on the allotment other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council. Dwarf fruiting trees are strictly limited to two per allotment garden.

2. HEDGES AND PATHS

- 2.1. The grass footpaths between allotment gardens shall be kept mown, tidy and unobstructed at all times.
- 2.2. The Tenant shall not without written consent of the Council erect any fences or barriers. The use any barbed/ razor (or similar) wire is forbidden.
- 2.3. Public paths must be kept clear at all times.

3. INSPECTION

- 3.1. An Officer of the Council may enter allotment gardens at any time for inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness and full access must be given if requested.

4. WATER, HOSEPIPES AND BONFIRES

- 4.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 4.2. The Tenant shall at all times have consideration for other Tenants when extracting water from water points provided by the Council.
- 4.3. No hose pipes are to be used at any time.
- 4.4. No bonfires are permitted at any time.

5. DOGS

- 5.1. The Tenant shall not bring or cause to be brought onto the allotment site any dog unless it is held at all times on a leash and remains on the Tenant's plot only. Any fouling must be removed by the Tenant and disposed of offsite.

6. LIVESTOCK

- 6.1. The Tenant shall not keep any animals or livestock on the allotment garden.

7. BUILDINGS AND STRUCTURES

- 7.1. The Tenant shall not without written consent of the Council erect any building on an allotment garden. All applications to erect any building must be submitted in writing.
- 7.2. The Tenant shall be responsible for the cost of purchase and installation of any building.
- 7.3. Only one structure of each type shall be permitted in each allotment garden, e.g. one shed and one greenhouse or polytunnel.
- 7.4. A shed must not exceed 6 ft x 4 ft.

It will be acceptable to erect a wooden shed no larger than 6 ft x 4 ft (1.8 m x 1.2 m) on the proviso that you inform the Council of your intention and that you also erect water butts to take the rain water from the shed, totaling no less than 120 litres.

- 7.5. A greenhouse or polytunnel must not exceed 6 ft x 8 ft. All glazing must be plastic or polycarbonate. No glass shall be permitted.
- 7.6. No foundations requiring the excavation of footings may be constructed.
- 7.7. The Tenant shall keep all structures in a clean and tidy condition and in a good state of repair acceptable to the Council. All timber structures shall be stain treated within one calendar month of erection and at least once every third year during the continuance of the Tenancy Agreement. This is to be carried out at the Tenant's own expense.
- 7.8. The Tenant shall not use the structures for any purpose other than that of working their allotment and it shall not be used for any noisy, noxious, dangerous or offensive purpose which may become a cause of nuisance, annoyance or damage to the Council or other Tenants or owners of adjoining land.
- 7.9. When the tenancy ends, the Tenant, their personal representative or executor is responsible for the dismantling and removal of the structure at their own cost.
- 7.10. The permission for the erection of the structure can be transferred to a successor tenants by mutual agreement between the outgoing tenant, the incoming tenant and the Council.
- 7.11. The Council shall not be liable for any injury, loss or damage occasioned to the said structures, nor for any loss or damage to any tools or other property placed or kept in the structures.
- 7.12. If a Tenant holds two or more tenancies with the Council, the aggregation of the allowance to provide a larger structure on one of the allotment gardens is strictly prohibited.
- 7.13. Oil, fuel and lubricants or other inflammable liquids shall not be stored in any structure or on site.

8. GENERAL

- 8.1. The Tenant shall not deposit or allow other persons to deposit on the allotment garden any 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 hedges or ditches surrounding the allotment site.
- 8.2. The Tenant must cover any manure on the allotment garden which has not yet been dug in.
- 8.3. The Tenant shall remove all non-compostable waste from the site. The Tenant shall not use carpets or underlay on the allotment garden.

9. CHEMICALS, PESTS, DISEASE AND VERMIN

- 9.1. Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for control of pests, diseases or vegetation.
- 9.2. When using sprays and/or fertilisers, the Tenant shall:
- 9.2.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected. If any damage is caused, then the tenant will make good at their own cost.
 - 9.2.2 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 and wildlife other than vermin and pests.
 - 9.2.3 Comply at all times with current regulations on use of such sprays and fertilizers.
 - 9.2.4 The use and storage of chemicals must be in compliance with all relevant legislation.

10. NOTICES

- 10.1. The Tenant will endeavour to maintain the plot number provided by Council in good order and ensure it is visible at all times.
- 10.2. Any damage to allotment garden marker posts must be reported to the Council.
- 10.3. The Tenant shall not erect any notice or advertisement on the allotment site without prior consent from the Council.

11. DISPUTES

- 11.1. Disputes between tenants will be referred to the Council for due process and the decision of the Council will be binding on all tenants involved in the dispute.

12. DEATH OF TENANT

- 12.1. Where a plot falls vacant because of the death of a tenant, if it can be shown that a member of the tenant's immediate family has been jointly cultivating the plot for a period of time, then the plot may be offered to that family member at the discretion of the Council.