

1.4 This Agreement is subject to the Allotment Acts 1908 to 1950 (“Allotment Acts”), the Conditions and the Allotment Rules.

1.5 The Tenant agrees with the Council to observe and perform the terms of this Agreement including the Conditions, the Allotment Rules and the practical requirements set out in the Allotment Information Sheet which may be updated from time to time by the Council and notified to the Tenant in writing.

AS WITNESS the Council and the Tenant have signed this Agreement the day and year first above written.

SIGNED by the Tenant.....

SIGNED on behalf of the Council

.....

Name and position

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2. THE CONDITIONS

2.1 Allotment Management

- 2.1.1 The Council may appoint an agent to be responsible for managing the Site on the Council's behalf, including letting Allotment Plots and collecting rent. Unless expressly provided otherwise in this Agreement, any reference to the Council in these Conditions, the Allotment Rules and the Allotment Information Sheet shall include the Council's agent where appropriate.
- 2.1.2 The Allotment Plot is let to the Tenant solely as an allotment garden as provided for in the provisions of the Allotments Acts 1908 to 1950 (as amended extended or re-enacted from time to time) as to allotment garden tenancies, and the provisions of those Acts apply accordingly.

2.2 Rent

- 2.2.1 The Tenant agrees to pay the Rent within 30 days of date of invoice.
- 2.2.2 The Council may increase the Rent payable at any time and any such increase will be applied annually on 1st January in each year. If the annual increase is more than an increase in the Consumer Price Index the Tenant will be given at least 2 months prior written notice of such increase. Notification of the increase will be by way of the invoice issued by the Council or its agent.
- 2.2.3 The Tenant agrees to pay a reasonable annual charge for water usage at the Plot (if so demanded by the Council) within 30 days of date of invoice.

2.3 Sale and Subletting

- 2.3.1 The Agreement is personal to the Tenant and is not transferable.
- 2.3.2 The Tenant may not assign, underlet or part with possession of all or part of the Allotment Plot.

2.4 Use and conduct

- 2.4.1 The Tenant may only use the Allotment Plot for wholly or mainly the cultivation of vegetables, plants and crops for consumption by the Tenant or their family.
- 2.4.2 The Tenant may not use the Allotment Plot for any commercial use or operation.
- 2.4.3 The Tenant shall not use the Allotment Plot for any illegal purpose, play loud music nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Council, other allotment holders or any other owner or occupier of neighbouring property.

2.5 Termination

This Agreement may be determined in any of the following manners:

- 2.5.1 The Tenant may terminate this Agreement by giving to the Council at least one months' prior written notice and upon the expiry of such notice the Agreement shall cease and determine.
- 2.5.2 The Agreement shall automatically cease and determine in any one of the following circumstances:
- (a) in the event of the death of the Tenant the Agreement will terminate at the end of the rent year;
 - (b) if the rent or any part of it is in arrears for more than 30 days whether legally demanded or not;
 - (c) on the expiry of at least 12 months' prior written notice given to the Tenant by the Council, such notice to expire on or before 6th April or on or before 28th September in any year;
 - (d) on the expiry of at least 3 months' prior written notice given to the Tenant by the Council if the Site is required:
 - (i) for any purpose, other than for agriculture, for which it has been appropriated under any statutory provision; or
 - (ii) for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
 - (e) on the expiry of the Notice to Quit served on the Tenant by the Council in accordance with clause 2.6.2;
 - (f) on the expiry of the Notice served on the Tenant by the Council in accordance with clause 2.6.3;
 - (f) on the day on which the right of the Council to occupy the Site determines; or
 - (g) if the Tenant becomes bankrupt or compounds with his creditors.
- 2.5.3 If this Agreement is terminated by the Council the Tenant shall be entitled to compensation under s.2 of the Allotments Act 1922 and s.3 of the Allotments Act 1950 but not further or otherwise.
- 2.5.4 The Council on determination of this Tenancy shall be entitled to recover compensation from the tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by the failure of the Tenant to maintain the Allotment in a good state of cultivation and fertility.
- 2.5.5 The Tenant must yield up the Allotment Plot at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the terms of this agreement including the Conditions, the Allotment Rules and the practical requirements set out in the Allotment Information Sheet

- 2.5.6 On termination of the Agreement the Tenant must remove all structures, belongings and any crops from the Allotment Plot and ensure that the Allotment Plot is left tidy and free from excessive weeds and general waste and return the key to the Council or its agent.
- 2.5.7 If the Tenant refuses or is unable to undertake the work necessary to return the Allotment Plot with all structures, possessions and rubbish removed first the Council may do the necessary work and claim the costs incurred from the Tenant.

2.6 Enforcement of the Agreement

- 2.6.1 The Council or its agent may from time to time enter the Site to carry out Allotment Plot inspections for the purposes of management and maintenance of the Site.
- 2.6.2 If the Tenant is in general breach of any of the terms of this Agreement, the following enforcement procedure will be undertaken to allow the Tenant the opportunity to remedy the breach:
- (a) First Warning Letter – this will be served by the Council on the Tenant and outline the nature of the breach and give instructions on required actions and 28 days from the date of the letter for the Tenant to rectify the breach;
 - (b) Second Warning Letter – this will be served by the Council on the Tenant if the Tenant fails to rectify the breach in accordance with the first warning letter, giving the Tenant an additional 14 days from the date of the letter to rectify the breach;
 - (c) Termination Letter – this will be served by the Council on the Tenant if the Tenant fails to remedy the breach within 14 days from the Second Warning Letter, and will notify the Tenant that the Agreement will be terminated in 14 days from the date of the letter.
- 2.6.3 If the Tenant is in serious breach of any of the terms of this Agreement the Council may terminate the Agreement by giving to the Tenant not less than one months' prior written notice.

2.7 Legal Obligations

The Tenant must observe and fully comply with all enactments, statutory instruments, local, parochial or other bylaws, order or regulations affecting the Site or the Allotment Plot.

2.8 Rules and Regulations

The Tenant must observe all rules and regulations relating to the Site which have been or may at any time in the future be made by the Council and of which the Tenant is notified.

2.9 Special Conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment Plot from deterioration of which notice is given to the Tenant in accordance with clause **2.11.1** below.

2.10 Change of address

The Tenant must notify the Council's agent immediately of any change of address, email address or phone number.

2.11 Notices

2.11.1 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council and may be served on the Tenant either personally or by leaving it at his last known address or by registered letter or letter sent by the recorded delivery service addressed to the Tenant or by fixing the same in some conspicuous manner on the Allotment Plot.

2.11.2 Unless otherwise agreed by the Council and notified to the Tenant, any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent in a prepaid post letter to the Associate Director of Environment and Communities, Watford Borough Council, Town Hall, Watford, WD17 3EX .

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3. THE ALLOTMENT RULES

The Tenant must observe and comply with all the Allotment Rules stipulated in this Agreement, and any amended or additional Allotment Rules of which the Tenant is given reasonable notice of in writing from time to time by the Council.

3.1 Allotment Plot cultivation

- 3.1.1 The Tenant must keep the Allotment Plot reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the Allotment Plot is being worked all year round. Allotment Plots covered in short or long grass or weeds or covered by other material for more than 6 months are classified as not cultivated.
- 3.1.2 The Tenant must start cultivating the Allotment Plot within 2 consecutive months of the Commencement Date.
- 3.1.3 At least 75% of the Allotment Plot must be cultivated or managed appropriately and if the Allotment Plot is covered in short or long grass or weeds or covered by other material for more than 6 months it will not be classed as cultivated.
- 3.1.4 If the Tenant maintains the cultivation levels referred to in clause 3.1.3, the unused areas of the Allotment Plot may be covered with suitable weed suppressant material, provided that carpet is not used for this purpose.
- 3.1.5 If the Tenant does not cultivate the Allotment Plot according to this clause 3.1 the Agreement will be ended unless the Tenant can satisfy the Council that their personal circumstances are such that the Tenant had good reason why they could not cultivate the Allotment Plot.
- 3.1.6 If the Tenant receives two annual non-cultivation letters in consecutive months or four non cultivation letters over four years (the fourth letter being a termination) this Agreement will be terminated regardless of the reason.

3.2 Change in Personal Circumstances

- 3.2.1 The Tenant must notify the Council's agent as soon as possible (and in any event within one month) of any change in circumstance which might temporarily prevent the cultivation of the Allotment Plot.
- 3.2.2 Having considered the circumstances referred to in clause 3.2.1, if the Council notifies the Tenant in writing that cultivation may be suspended on the Allotment Plot, grasses and weeds must be covered by a weed suppressant membrane or by cutting to keep the vegetation to less than 15cm in height. If the Tenant is unable to carry out this work they must ensure that it is carried out on their behalf.

3.3 Signage on Allotment Plots

The Tenant must ensure that an obvious legible sign is placed at the front of their Allotment Plot to identify the Allotment Plot number.

3.4 Allotment Plot boundaries

- 3.4.1 The Tenant must ensure that the Allotment Plots have a pleasant, open aspect and be divided by a path of a width between 45cm to 60cm (18" to 24"), which is for the use of the Tenant and their neighbour. Unless specifically authorised by the Council the Tenant is not permitted to cultivate or obstruct the path and must not put up a fence.
- 3.4.2 The Tenant and neighbour are responsible for the maintenance of paths between allotment plots and shall keep the paths clean and tidy and in good repair and condition (including mowing, weeding and keeping them free from obstructions) and make good any damage caused to the path by any act or omission of the Tenant and neighbour or by any person under the control of the Tenant and the neighbour.
- 3.4.3 The Tenant is responsible for the path on the left (facing the Tenant's Allotment Plot from an access road) and must ensure that the path is always kept clear and free of rubbish.
- 3.4.4 The Tenant must ensure that that the boundaries between the Allotment Plots are kept clear of rubbish and vigorous vegetation, namely tall trees or brambles which may impact on another Allotment Plot holder or landowner on neighbouring property.

3.5 Bonfires and use of Incinerator Bins

- 3.5.1 The Tenant must not light a bonfire on the Allotment Plot or at the Site at any time.
- 3.5.2 The Tenant may only use an incinerator bin on the Allotment Plot for burning organic matter provided that the Tenant complies with the following requirements:
 - (a) the incinerator bin may only be used for burning organic matter such as wood, prunings and dry plant matter and non-vegetable plant matter such as plastic, rubber, roofing felt or bitumen, carpet, etc. must not be burnt;
 - (b) the incinerator bin may only be used between 1st October to 31st March on any Tuesday after 12 noon or the first weekend of the month. Incinerators must not be started before 12 noon and must be extinguished by dusk;
 - (c) the incinerator bin must always be used with the lid on and positioned far from residential properties to lessen any nuisance that the smoke may cause;
 - (d) only burn when suitable weather conditions permit to avoid causing a nuisance to residents (wind drift etc.);
 - (e) the incinerator is not overloaded but started with a small amount of material and then more material is added when it is very hot;
 - (f) flammable liquids such as old sump oil shall not be burnt or used to light incinerators; and
 - (g) incinerators must always be extinguished before the Tenant leaves the site. It should not be left smouldering.

- 3.5.3 The Tenant must only burn materials on their own Allotment Plot and must not light fires for others.
- 3.5.4 In the event the Tenant receives a complaint from another Tenant, or a member of the public, regarding a nuisance being caused the incinerator must be extinguished immediately.
- 3.5.5 The Tenant must not use a Barbeque on the Allotment Plot or any part of the Site unless as part of a community event with prior written approval from the Allotment Officer.
- 3.5.6 The Tenant must comply with all guidelines issued by the Council from time to time in connection with the use of incinerator bins.

3.6 Rubbish

The Tenant must clear all rubbish from the Allotment Plot and notify the Council as soon as possible if potentially hazardous waste is found.

Environment

3.7 Plastics

- 3.7.1 The Tenant must only use outdoor grade plastics for planters and be aware that these deteriorate over time and can break down resulting in micro plastics being deposited in the soil.
- 3.7.2 The Tenant must not leave weed suppressant membrane down for more than six months as grass will eventually grow through it and make it useless and require disposal.

3.8 Glass

- 3.8.1 The Tenant must not bring glass onto the Allotment Plot or the Site.
- 3.8.2 If glass is broken on the Allotment Plot or the Site the Tenant must ensure that it is cleared up as soon as possible to prevent soil being contaminated with shards of glass.
- 3.8.3 The Tenant must inspect structures with glass regularly and especially after severe storms.

3.9 Green waste on Allotment Plots

The Tenant must endeavour to compost all green waste on the Allotment Plot and must not dump any green waste on another allotment plot, whether cultivated or not.

3.10 Disposal of chemicals

The Tenant shall not deposit, dump or dispose of any surplus chemicals on the Allotment Plot or the Site.

3.11 Barbed wire

The Tenant shall not use barbed wire on the Allotment Plot or at the Site nor to create a fence adjoining any path set out by the Council for the use of occupiers of the Site.

3.12 Water

- 3.12.1 The Tenant must at all times exercise every care to prevent waste leakage or misuse of water.
- 3.12.2 If there at any time the water pipes or taps within the Allotment Plot become damaged the Tenant must forthwith make good and repair any such injury or damage unless such injury or damage is due to some cause other than the Tenant's own negligence or default and in any event immediately to report to the Allotment Officer.

3.13 Structures on Allotment Plots

- 3.13.1 The Tenant must obtain prior written consent from the Council prior to erecting or placing any structures or structures for livestock (including a shed, greenhouse, polytunnel, bee hives and chicken coops) on the Allotment Plot, and any such structure must comply with the requirements set out in clause 3.13.2.
- 3.13.2 The Tenant must ensure that any structure is not larger than 2.5m long x 2.0m wide x 2m high for a shed or greenhouse. If the Tenant wishes to erect a polytunnel, the maximum size is 5m long x 3m wide x 2m high. The Tenant must not use concrete, bricks, or asbestos in the construction. No more than 15% of the Allotment Plot is to be taken up by structures, including those referred to in clause 3.13.3 below.
- 3.13.3 Provided that no concrete or bricks are used in the construction, the Tenant may erect or install a pond or fruit cages on the Allotment Plot without the Council's prior written consent.

3.14 Materials for building structures on Allotment Plots

- 3.14.1 The Tenant must ensure that materials used to build structures such as sheds and raised beds are suitable for outdoors and timber should be treated with a preservative.
- 3.14.2 The Tenant must not bring indoor materials onto Allotment Plots, including (but not limited to):
- (a) Old tyres;
 - (b) Carpet;
 - (c) An excess of pallets or timbers;
 - (d) Old uPVC windows and doors;
 - (e) Laminated and indoor grade wood; and
 - (f) Old baths and sinks.

3.15 Fixtures and Fittings on Allotment Plots

The Tenant must not make any changes to any permanent fixtures such as fences or water tanks that are situated on the Allotment Plot.

3.16 Storage of Household Items on Allotment Plots

- 3.16.1 The Tenant must ensure that only garden tools are kept on the Allotment Plot and must not leave rubbish on the Allotment Plot or at the Site.
- 3.16.2 The Tenant must not use carpet on the Allotment Plot and must not bring old tyres onto the Allotment Plot as they constitute a nuisance and are very expensive to dispose of.
- 3.16.3 The Tenant must not stockpile pallets on the Allotment Plot.
- 3.16.4 The Tenant must ensure that the Allotment Plot is kept tidy and storage of materials for extended periods of time are prohibited. If piles of materials remain on the Allotment Plot for long periods of time, the Tenant must either use them or remove them.

3.17 Trees

- 3.17.1 The Tenant must obtain prior written consent from the Council prior to planting trees (including fruit trees) on the Allotment Plot and must ensure that any trees planted do not create shade on neighbouring plots.
- 3.17.2 The Tenant must obtain prior written consent from the Council prior to cutting or removing trees or hedges from the Allotment Plot.
- 3.17.4 The Tenant is not required to seek permission for planting fruit canes e.g. blackcurrants.

3.18 Livestock on Allotment Plots

- 3.18.1 The Tenant must not keep any animals or livestock of any kind on the Allotment Plot, except chickens or bees to the extent permitted by the Allotments Act 1950 Section 12 and having obtained the Council's prior written consent. If keeping chickens, no Cockerels are permitted and must be removed immediately.
- 3.18.2 The Tenant may not bring rabbits or any other livestock into the Allotment Plot.
- 3.18.3 The Tenant must ensure that any structures for livestock do not cover more than 15% of the Allotment Plot.
- 3.18.4 Consent will only be given provided that the Council is satisfied that such livestock is not prejudicial to human health or animal welfare or a nuisance to surrounding allotment plot holders or residents.
- 3.18.5 The Tenant must ensure that the RSPCA minimum standards are met for any livestock that are permitted to be kept on the Allotment Plot and that they comply with the RSPCA guidance issued by the Council when granting permission in accordance with clause 3.18.1.
- 3.18.6 There may be certain reasons why permission may not be granted, for example if your Allotment Plot is adjacent to a footway or road it may not be appropriate for chickens or bees. If consent is granted to keep bees and bees are to be kept on the Plot, tenants

must attend a bee keeping course, be a member of their local Beekeeping association and have insurance through the British Beekeepers association.

3.19 Use of Vehicles and Car Parking

- 3.19.1 The Tenant may park one car in the Car Park at the Site or on spaces set aside for car parking.
- 3.19.2 The Tenant may temporarily park one car on the Site roadway for the purpose of loading or unloading the car provided that the Tenant moves the car when requested to do so.
- 3.19.3 The Tenant if using a vehicle at the Site shall do so at their own risk and shall observe all regulations and conditions governing its use.

3.20 Keys

The Tenant will be charged for replacement or additional keys in accordance with the Allotment Information Sheet.

3.21 Dogs on Allotments

- 3.21.1 The Tenant may bring a dog on the Allotment Plot provided that:
 - a) the dog is always kept on a short lead;
 - b) the Tenant must restrict their dog from fouling other allotment plots;
 - c) all dog faeces must be bagged, removed from the Site and disposed of responsibly; and
 - d) whilst on the Site the dog must be well behaved and not allowed to bark or cause disturbance to others.

3.22 Disputes with a fellow allotment tenant

- 3.22.1 If there is a dispute between the Tenant and a tenant of another allotment plot at the Site, such dispute shall be dealt with by the Site Supervisor appointed by the Council. If the Site Supervisor is unable to resolve the dispute, it will be referred to the Council or its agent whose decision will be final.
- 3.22.2 If the Tenant behaves in a way which is considered by the Council to be unlawful or unacceptable (e.g physical assault, verbal abuse or any discrimination under the Equality Act 2010 such as in relation to race, religion, ability or sexual orientation), the Agreement will be terminated.

3.23 Council Property

- 3.23.1 The Tenant must not damage, lift or interfere with any water tank, pipework, manhole sewer or drain and shall not injure or interfere with any property of the Council.
- 3.23.2 The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment plot or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

3.24 Site Security

- 3.24.1 The Tenant must ensure that the Site is secured, and gates are closed and locked up upon arrival and departure from the Site.
- 3.24.2 The Tenant must not install or use any CCTV on the Plot.

3.25. Entire agreement.

- 3.25.1 This Agreement and the document annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to their subject matter.
- 3.25.2 Each party acknowledges that in entering this Agreement and any documents annexed to it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 3.25.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Allotment Plot or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this Agreement.
- 3.25.4 Nothing in this clause shall limit or exclude any liability for fraud.

4. ALLOTMENT INFORMATION

The allotment information contains Site specific information and practical guidelines for Tenants' use and enjoyment of their Allotment Plot, and maybe updated from time to time by the Council.

The Council's agent

The Council's agent is Veolia Watford of Wiggshall Depot, Wiggshall Road, Watford, WD18 0FB.

Contact details are as follows:

Management of the Site:

Tenants must contact enquiries.watford.vesuk@veolia.com for:

- general enquiries;
- notification of change of address, email or contact telephone number;
- change of circumstances;
- requesting consent from the Council

Allotment Officer:

Robert Hopkins robert.hopkins@veolia.com 07884 410161 or 0203 567 6900

The contact details for the Allotment Officer will also be on the Site notice boards.

Termination

On the termination of the Agreement the Tenant shall deliver the key to the site to the Customer Service Centre at the Town Hall or Veolia Watford at Wiggshall Depot, Wiggshall Road, Watford, WD18 0FB.

Applications for Allotment Plots

Allotment Concessions

50% discount is available to Allotment Plot holders on the following means tested benefits only:

- (i) Housing Benefit, in the form of Rent Allowance or Local Housing Allowance for people living in rented accommodation.
- (ii) Council Tax Benefit
- (iii) Income Support
- (iv) Job Seekers Allowance (income based)
- (v) Working Tax Credit
- (vi) Child Tax Credit
- (vii) Guaranteed Pension Credit (not 'Savings Pension Credit')
- (viii) Employment and Support Allowance (Income based)
- (ix) Universal Credit.

The list of means tested benefits will be updated annually to reflect changes in welfare reform regulations.

Additional Allotment Plot requests

The Tenant has the option to request an additional Allotment Plot provided the Tenant completes an allotment application form for this. The Site Supervisor will also inspect the current Allotment Plot(s) to ensure it is in good condition before the Council and Veolia allocate an additional Allotment Plot and the Council would only allow a further Allotment Plot if the Tenant has been cultivating their existing Allotment Plot satisfactorily for 12 months. The Council have the option to limit allotments to 25 poles per household.

Transferring the Allotment Plot on the death of the Tenant

Upon the death of the Tenant, if it can be shown to the reasonable satisfaction of the Council that the Allotment Plot was cultivated by any member of the Tenant's immediate family (spouse, partner, or child), then subject to the Council's discretion and agreement, the Allotment Plot may be transferred to the immediate family member who must apply to take over the Allotment Plot. Occasionally an Allotment Plot may be transferred to a friend, if it is proven that the person has been closely involved in maintaining the Allotment Plot for several years, again at the discretion of the Council.

Allotment Keys

If the Tenant is taking on a Allotment Plot at either Callowland, Timberlake or Holywell Allotments, a £20 deposit is payable for the key, this amount is fully refunded when the Tenant gives up their Allotment Plot. If the Tenant requires a replacement key a payment of £5 is required. The Tenant needs to contact Veolia Watford enquiries to make the requisite payment. If the Tenant requires additional keys, an additional sum of £10 per key will be payable. A key charge may be introduced at additional allotment sites when new padlocks are installed and all new tenants will be required to pay a £20 deposit, which will be returned when the Allotment Plot is given up. The Tenant must not copy their key as increased numbers of keys in circulation lead to reduced security on allotment sites.

Allotment Plots for residents living outside Watford.

The Tenant must pay Council Tax to Watford Borough Council to use and occupy one of the Allotment Plots. If the tenant resides outside of Watford and had their Allotment Plot before this date the tenant may keep it. The Tenant must notify Veolia in writing within 28 days if they move and provide their new address. If you have moved out of Watford, you will be given 12 months' notice to terminate your Agreement.

Time period for application after expiration of a previous Agreement

The Tenant must wait for a period of three years from the date of the expiration of their previous Agreement before re-applying to go on the allotments waiting list or be allocated another Allotment Plot.

Environmental Considerations

Plastics

The Council has a responsibility to future generations with its responsible use of plastics, so it is very important we all try and reduce reliance on plastic.

Weed suppressant membrane is made of woven strands that break down over time, so make sure frayed ends are cut and sealed to prevent further fraying.

Bonfires, incinerator bins, barbeques

When disposing of plant material, consider and explore the option of composting or disposing of it into the green waste collection, because burning causes significant particulate pollution which is harmful to health and antisocial to our fellow tenants and neighbours outside allotments.

Prior arrangements are made for the collection of green waste to ensure that only dry material are burned to minimise smoke.

The Council provides green waste bins to all Watford households and unwanted green waste not being composted on your Allotment Plot, including diseased plants, can also be put in this bin.

It is recommended that Tenants should only use the incinerator bin to burn waste in accordance with clause 3.5.2 on one occasion only between 1st October and 31st March.

Rubbish on Allotment Plots

In general, the Tenant must take the Allotment Plot “as seen” when the Tenant chooses it. However, if the Tenant finds any potentially hazardous waste, the Tenant must contact the Site Supervisor or Veolia and they will assess accordingly and seek the Council’s approval to clear.

In some cases, if the Allotment Plot is in very poor condition, the Site Supervisor will remove and clear the Allotment Plot for you. However, in general, any rubbish found by the Tenant will need to be disposed at a waste disposal facility.

Trees

If approved, please ensure that only trees with less vigorous rootstocks are planted to prevent them growing too large - suggest M9 or M26, and planting trees as fans or espaliers to keep trees under control.

Watering

The Council has provided water for use in tanks for watering your plants, no hoses are permitted for watering. Occasionally in extreme circumstances a tap is fitted to make watering possible for disabled/less abled tenants and at the sole discretion of the Council. Water supply on allotments is turned off from November to the end of March to prevent water loss if pipes burst. The Tenant should be minded that we all have a responsibility to use water responsibly and sparingly, and reflect the following approaches to reduce the usage of water:

- (i) Water less often, maybe once a week in dry periods and water thoroughly, frequent watering leads to superficial roots and weaker plants.
- (ii) Capture water from your shed roof.
- (iii) Add as much organic matter to the soil as possible to help the soil hold onto moisture.
- (iv) Use mulches around roots to keep water in soil and prevent evaporation.
- (v) Use the practice often used in dry climates, and plant into shallow trenches so water does not run away but soaks in close to the plant.

- (vi) Do not water in the heat of the day, as most of the water will evaporate before reaching the roots but wait until later in the evening or better still early in the morning.
- (vii) If you notice a leak from any of the pipes or tanks, please report to the Allotment Officer.

Allotment Plot cultivation

If the Tenant is having difficulties cultivating their Allotment Plot the Tenant must notify the Allotment Officer within 10 working days of receiving their non-cultivation letter.

Car parking

Whilst there may be car parking at the Allotment Sites, the Council encourages people to walk or cycle to their Allotment Plot and cannot consider further car parking provision.

Nuisance to the rights of other allotment holders and theft

The Tenant should be minded that people come to their allotments for peace and relaxation and the Council aim to and is committed to encouraging a friendly inclusive environment on allotments.

The Council encourages children to come to allotments to promote their interest in gardening, however the Tenant must ensure that children do not go onto other Allotment Plots or treat the allotment as a playground since allotments are dangerous places with trip hazards.

The Council may request that the Council's Environmental Health team investigate and trap or poison rats, vermin, or other pests if necessary because allotments can be habitat in hosting these. The Tenant must not attempt to control vermin themselves but contact the Allotment Officer who will arrange investigation and treatment if necessary. The Tenant must ensure that their sheds are kept in a tidy condition as hoarding of rubbish can encourage pests.

Contact can be made to the Allotment Officer who will organise with the Environmental Health Pest Control Team.