

SCHEDULE TWO

General Site Rules

Plots & Security

1. The plot sizes at Gertie Gale's Allotment are either (except for a few plots):

HALF PLOT (approx.) 10m x 5m or (approx.) 50 square metres

FULL PLOT (approx.) 20m x 5m or (approx.) 100 square metres

The whole Site is not a perfect rectangle. If it was, then the plots would be in alignment and squared off and equal size. Some plots are narrower and longer than others to provide approximately the correct area per plot.

2. When a tenancy agreement ends the plot will be offered to the next person on the waiting list. In exceptional circumstances and on a case-by-case basis the Committee may allocate the plot to an individual who has worked the plot with the previous Tenant.
3. Where locks are provided, gates and doors must be kept always locked. The last person to leave the Site must ensure that the communal sheds and entrance gate are shut and locked.

Fertility, Cultivation, Weed Control & Vermin Control

4. Every Tenant must keep their plot clean, tidy and in a good state of fertility, cultivation and free of weeds.

For these purposes:

"Fertility" is defined as the soil being nourished by adding organic matter at least every couple of years (e.g. compost, manure and/or green manure).

"Cultivation" is defined as the plot being dug over ready for planting with seasonal crop(s) or planted and producing the seasonal crop(s), with at least 75% of the plot being kept in a cultivated state at any time. The cultivated area includes vegetables, fruit, flowers, water butts, compost bins, ponds, and the areas in fruit cages and poly tunnels used for growing. Uncultivated areas are paths within the plot, seating, and tool storage areas. Areas cleared of weeds or under a weed suppressant membrane but un-cropped or un-planted during any one whole year and excess space created by planting that is significantly further apart than seed spacing guidelines shall also be considered uncultivated. The above is to be assessed with reasonable latitude where plots are otherwise well maintained and exceptional circumstances such as ill health and bereavement shall be considered. Tenants are advised to notify the Committee of any mitigating circumstances that prevent cultivation.

"Free of weeds" is defined as entirely free of weeds prohibited under the Weeds Act 1959 (specifically prohibited weeds being spear thistle, creeping or field thistle, curled dock, broad-leaved dock and ragwort).

5. A new Tenant shall be expected to progressively clear half of their plot within six (6) months with the entire plot being cultivated within one year from the commencement of the tenancy.

6. Invasive plants such as horseradish and mint must be kept contained either in freestanding pots, or a container sunk in the soil that prevents roots from spreading. If planting comfrey, only the non-invasive variety (Bocking 14) can be planted with a maximum of two roots.
7. Overgrown plots that are causing a nuisance or that contain items in breach of these rules or the tenancy agreement, may be cleared or cut by the Council notwithstanding the plot is tenanted. Written notice will be given of such action and the removal or cutting costs will be charged to the Tenant. Failure to pay such costs will result in tenancy termination.
8. Weed killer or herbicide is not to be sprayed or watered onto your plot under any circumstances. The use of pesticide is permitted - see clause 17.
9. No rat or mice poison to be used on your plot under any circumstances.

Paths, Grass, Hedges, Trees & Fencing

10. Paths and tracks must be kept trimmed and clear of obstructions. Paths to be always at least 1.0m wide (ideally 1.5m wide) around your plot.
11. All paths and tracks including perimeter grass areas must be kept clear of obstructions (including stones and overhanging bushes or trees from plots) and shall not be encroached upon.
12. Tenants are responsible for cutting the grass that is all around their plot and any perimeter grass area that borders their plot. In the communal sheds there are the mowers and petrol (unleaded) which are for shared use. If the communal petrol is used, please make a donation in the box by the shed door. The Association and the Council do not take any responsibility for any injury and/or damage caused to yourself, other Tenants or third parties, or plots when using the mowers or petrol. If you are using the mowers and/or petrol for the first time or unsure how to use them, it is advised that you request safety advice and training from a Committee member.
13. Tenants are responsible for trimming and keeping in decent order all hedges forming part of their plot.
14. No timber, trees or hedgerow outside of a plot must be cut or pruned and no mineral, gravel, sand, earth or clay shall be taken away without the consent of the Council. Nothing must not be planted outside of a plot without the written agreement of the Committee.

Behaviour, Visitors & Dogs

15. Only the Tenant, or visitors authorised or accompanied by the Tenant are allowed on the site. Visitors are the responsibility of the Tenant, and the Tenant is obliged to ensure visitors do not breach the general site rules. Children must always be supervised by a responsible adult and not allowed to wander onto other plots.
16. Tenants are responsible for ensuring that any person present on the allotment garden does not suffer personal injury, alarm, or distress. Any use of violence, threats or damage to property will be grounds for immediate termination of the tenancy.
17. Tenants must not cause spray-drift from pesticides (the use of weed killer or herbicide is not allowed - see clause 8); must not trespass; must not cause nuisance

or annoyance to other Tenants or any other allotment plot, including the playing of a radio or music if it causes annoyance to any other Tenant.

18. Dogs must be kept under strict control and on a lead at all times, and not allowed to stray on other Tenants' plots.
19. Bonfires must be always kept under control and must not be allowed to cause a nuisance to other Tenants and neighbouring properties. Bonfires are reserved for burning weeds and timber. It is the Tenant's responsibility to remove from the site any treated wood or hazardous material no longer required on their plot.
20. There are communal sheds on the site that can be used by any of the Tenants to store their equipment in. Tenants should be considerate of other users as the space inside is limited.

Watering & Water Conservation

21. Tenants must not water plots by hosepipe or sprinkler and are reminded of the need to always conserve water and keep covers on water troughs when not in use.
22. Tenants must not wash hands, tools, wellies or produce in water troughs, this must be done in a bucket (filled from one of the taps) and emptied onto the Tenant's plot. To ensure the water troughs remain clean and not contaminated Tenants must wipe the bottom of their watering cans or buckets before they are put into the water in the trough.
23. If a Tenant notices a leak from any of the pipes, troughs or taps then they must contact the Committee immediately to stop water being wasted and causing a large water bill for the Association.
24. The water to the Site is turned off at the mains point at the end of October and turned back on at the end of March every year. During this period the taps will not work and all the water troughs will be empty of water and they will not work either. The Committee take this action to avoid potential damage to the above ground piping, valves and taps that could be caused by the winter weather. Also, by turning off the water we avoid water running to waste (which we would all be charged for) if there are any burst pipes caused by the winter weather.

Shared Wheelbarrows, Bark and Manure

25. All the wheelbarrows that are in the communal sheds or on the plots have been marked with either green or red tape on the handles. If a wheelbarrow has green tape on the handles then this can be used by anyone else on the Site. If a wheelbarrow has red tape on the handles then under no circumstances can these wheelbarrows be used by anyone else than the owner of the wheelbarrow on the Site.
26. No wheelbarrows that do not belong to you are allowed to be removed from the Site.
27. The Association do not provide any wheelbarrows that are owned by them for general use. The Association or the Council do not take responsibility for any wheelbarrows that are borrowed by other Tenants and then damaged.
28. Occasionally there will be a delivery of bark and / or manure from other organisations which is for communal use by the Tenants. This bark and manure is always placed at the top of the allotment by the car park / hedge for Tenants to freely take to use on

their plot. Under no circumstances is this bark or manure allowed to be taken off site. The Association and Council do not take responsibility for any injury or damage caused by this bark or manure to yourself, other Tenants or third parties, or crops.

At times there will be manure that the Committee has purchased on behalf of Plot holders who have contributed towards the cost of this manure. This purchased manure is only to be taken by those Plot holders that have contributed towards it. The Committee will advise if any of the manure is not to be freely taken by any other Plot holder

29. Deliveries of manure, compost or mulch arranged by a Tenant for their own use that are of a quantity that cannot be immediately taken to their plot shall be arranged in consultation with the Committee.

Polytunnels, Fruit Cages, Ponds, Paths, Tool Stores, Fences & Other Structures

30. Only one (1) poly tunnel is permitted on a plot, of size max. 2m(H) by max. 3m(L) by max. 2m(W) on a full plot, or of size max. 2m(H) by max. 1.4m(L) by max. 0.8m(W) on a half plot. All poly tunnels to be secured to the ground, well maintained and situated so as not to cast shade on a neighbouring plot.
31. No trees or bushes other than fruit trees are to be planted, and such trees or bushes not to exceed 1.8m in height in the growing season and to be cut back to a maximum of 1.5m in height at the end of the growing season each year. One Christmas fir tree may be grown in a pot (to constrain its roots) to a maximum of 1.8m in height. No tree or bush to overhang or cast shade over a neighbouring plot.
32. Fruit cages and frames are permitted on both full and half plots but must be easily dismantled and must not exceed 2.1m in height nor cover more than 25% of plot area, must be covered in 20mm to 50mm bird netting and not cast shade on a neighbouring plot.
33. One free standing tool storage cabinet/box or other hard roofed structure that may be easily dismantled and removed is permitted on each plot the size of which is max. 1.5m(H) by max. 1.8m(L) by max. 1.2m(W). To be made of plastic or wood and of brown, green, cream, clear or natural wood colour.
34. Only one poly tunnel or one hard roofed structure is permitted on a half plot. A full plot may have both one poly tunnel and one hard roofed structure but together they must not cover more than 25% of the full plot.
35. No foundations, hard standings, paths or other structures of concrete, stone, aggregates, or rammed earth are permitted, other than concrete or stone slabs which can be easily lifted.
36. No carpet or other synthetic materials to be placed on the ground, except for areas of artificial grass not exceeding an area of 4m² and weed barrier breathable membrane.
37. Weed barrier membrane will not be laid for longer than two (2) months in the period March to October (unless the membrane is under paths, poly tunnels, storage boxes or wooden structures).
38. No tyres or glass (including glass glazing) are allowed on plots.
39. One pond per plot (full or half plot) to a size of max. 1.2m(W) by max. 1.2m(L) and a max. depth of 0.5m, to be of plastic construction or lining and a metal mesh placed

over the top of the pond. Any soil moved to create a pond must remain on that plot and not removed from the Site or placed elsewhere on the Site.

40. Ponds are to be maintained to a suitable habitat for frogs/toads/newts etc. Ponds must not contain any fish.
41. Fences around plots not to exceed a height of 1.2m and to be of an open style, not continuously boarded or made of fence panels that may be blown over in the wind. The fences and gates forming part of the plot must always be kept in a good state of repair.
42. No sheds, greenhouses, or structures other than those expressly permitted above shall be erected on plots (other than the erection of temporary frameworks for the cultivation of produce).

Livestock (Hens, Rabbits & Bees)

43. Not to keep livestock or poultry other than reasonable numbers of hens or rabbits in accordance with the provisions of s12 Allotments Act 1950. No animal is to be kept or reared for commercial or business purposes and reasonable numbers shall be assessed by reference to the reasonable personal consumption requirements of the Plot holder. Reasonable consumption shall normally be considered as hens sufficient to produce no more than six (6) eggs a day and no more than six (6) rabbits at any time.

Such hens or rabbits are not to be kept in a place or manner that is prejudicial to their health and welfare or likely to cause a health, safety, or nuisance problem to others. If hens or rabbits are kept on a plot the Tenant must always comply with the UK Government animal welfare guidelines and strict welfare codes enforced by the **RSPCA** and **DEFRA** and covered by the **Animal Welfare Act** and the Tenant agrees to regular inspection by either the Association or the Council to ensure the welfare of the animals. No cockerels shall be kept.

Where hens or rabbits are kept on a plot the following conditions must always apply:

- a. The hens and rabbits must be constrained in a roofed wire enclosure that is buried at least 60cm into the ground to stop animals escaping or predators such as foxes being able to enter over or under the enclosure.
 - b. The enclosure must not exceed 25% of the total plot area and must be less than 1.5m in height.
 - c. All food must be stored in sealed thick plastic or metal containers to avoid encouraging rats or other vermin onto the site.
 - d. The animals must be attended to for feeding and checking of their conditions at least twice a day on all days of the year.
 - e. Rabbits must be inoculated for Myxomatosis and VHD2/RHD2
 - f. The Tenant will be held entirely responsible for all costs associated with the control of vermin which may be due to your keeping of the hens and/or rabbits.
 - g. **Schedule Four** details further conditions and advice about keeping hens or rabbits on a plot.
44. Beekeeping is not permitted anywhere on the Site.