



# Sherborne Town Council

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The Manor House, Newland, Sherborne, Dorset, DT9 3JL

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## Schedule 1 Conditions of Use

### 1. Trees

1.1 The Tenant shall not, except with prior written permission 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 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 60 centimetres wide.

### 3. Security (Keys are not issued for Westbridge Park)

3.1 The Tenant shall be issued with a key to access the Allotment Site. No replicas are to be made.

3.2 The key 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. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

### 4. Inspection

4.1 An officer of the Council, if so directed, may enter the allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels.

## **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 or sprinklers are to be used at any time. All irrigation to be done by watering cans.

5.3 No fires are permitted 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 The Tenant must not keep any chickens, rabbits or any other livestock on the Plot, nor install any building for the keeping of the same on the Plot.

## **8. Buildings and Structures**

8.1 The Tenant must not erect any greenhouse, shed or any other building on the Plot without prior written consent of the Council.

8.2 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

8.3 Oil, 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.

8.4 The Council shall not be held responsible for loss by accident, fire, theft or damage from the 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 All non-compostable waste shall be removed from the Allotment Site by the Tenant.

9.3 The Tenant must not extend or reduce the size of the Plot beyond its existing boundaries.

9.4 The Tenant must use his best endeavours to avoid damage to any cable, pipe or drain existing under the Plot. The Council may enter the site at any time for the purpose of any work in connection with the cable, pipe or drain. In the event of damage the Council may recover the cost of necessary repairs from the Tenant. The Tenant will be eligible for a refund for loss of cultivation in such circumstances.

9.5 No stones are to be deposited on any vacant Plot, path or any place not authorised by the Council.

9.6 The Council accepts no liability in respect of any accident or injury incurred, nor does the Council accept any liability for any costs, damage, or lack of performance caused by vandalism, theft or acts of God, on the allotment site. Hence, the Tenant may choose to take out his/her own insurance.

## **10. Chemicals, Pests, Diseases and Vermin**

10.1 Only products from retail outlets such as garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2 When using 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 all the 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 shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.