Allotment Rules about Banned items, chemicals, pests, diseases and vermin

This covers what can/cannot be taken from the site or brought on to the site and used/stored on the site

Current Council Rule & proposed change	BDAC Alternative –
Tenants must not remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council. (6.4)	No change, as left
Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc. (5.9)	Agree no change to 5.9. Could add "Tenants must not dig or permit to be dug any pits, shafts, wells or ditches Tenants must not interfere in any way with any material, plant, equipment, building or installation owned by the Council or Association."
The Tenant must not deposit any matter in the hedges, ditches or brook courses or other areas unless in a designated area (if there is one) situated within the Site. (5.10) Tenants must not deposit rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on the Allotment Garden or ask anyone else to do so. (6.3) Tenants must ensure that any manure on the Site that has not been dug in or spread on to the Allotment Garden is covered.(6.16) The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry during the permitted period of November (Rule 6.3), or taken to an approved disposal facility. (5.10)	Agree to the addition, but expand and reword: "The Tenant must not deposit any manure, refuse or other material of any kind in the hedges, ditches or dykes in or surrounding the Allotment Site, on the roads, paths, lay-bys or anywhere on car-parking areas, in watercourses or on communal land unless in a designated area (If there is one) situated within the Site, or with the prior agreement of the Council and Association and provided the material is cleared promptly. 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) Add: "Tenants must not import, store or allow on the site any soil, fill or material from an external source, such as topsoil from domestic garden or building site, or any items which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site. The Tenant must cover any manure on the Allotment Garden which has not been dug in. *Keep composting waste clause as in current Rule.* All non-compostable waste shall be removed from the Allotment Site by the Tenant. Possible addition: "The Tenant is to use peat free soil where possible and obtain it from a recognized supplier."

Tenants must not bring or use corrugated or sheeted iron (or similar metal objects), barbed wire or razor wire (or similar material) on to the Allotment Garden. (6.1)	Agree to Rule & addition of razor wire for tenant use, but Associations may still use barbed wire on perimeter fencing 2.4 m high sloping inwards but not for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
Tenants must not use any carpet and underlay on the Site. (6.2)	Agree to keep this Rule and add 'on the Allotment Garden'
No toxic or hazardous substances or contaminated waste or tyres should be stored or brought onto the Site, e.g. gas of any description, oils, used tyres, illegal pesticides, asbestos. (6.20)	Remove "gas of any type" from list of examples. Objections from many people to this being included in the examples of toxic or hazardous items, since gas bottles and canisters are used extensively on sites for cooking, heating water for drinks etc. If there were any restrictions on the use of gas, safety measures could include size, storage, disposal etc Suggested additional safety rule: 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.
Tenants must not bring or use any weapons (e.g. air rifles, weed burners/flame weeders) on to the Site. (6.13)	Objections to weed burners and flame throwers being included as weapons. They are not weapons but like other equipment such as sharp knives and strimmers, should ideally only be handled by users able to use them safely. Wording could omit examples of weapons but add something to the effect that Tenants must not use equipment and implements as weapons to inflict damage and harm.
When using any sprays or fertilizers, 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 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, birds and other wildlife, other than vermin or pests, and comply at all times with current regulations as notified by the Council to Allotment Associations.	Keep these Rules (6.19 and 6.21) with extra two words 'and secure' but add: "Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation" or wording which means that products which have been or will be outlawed as unsafe or potentially harmful to wildlife are not allowed on sites.

(6.19) Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe and secure manner (e.g. glass for cloches) and must not be allowed to become a hazard or nuisance to others. (6.21)	
Tenants must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss of or damage to such items nor does the Council accept any responsibility for any injury caused by such items. (6.17)	Agree to this Rule
Where the Council's title to a Site requires certain conditions to be observed, that these are followed. (6.18)	Agree to this, but Associations and tenants need to know what these conditions are in the case of leased sites (for example)
	Add: "Tenants must report any incidence of vermin (rats) on the Allotment Site to the Association or Council, They must not use rat poisons or pellets which could cause harm to domestic animals and wildlife on the site".