



Seaton Town Council Constitution

Chapter 17 Allotment Non-Statutory Rules

Marshlands Centre, Harbour Road, Seaton EX12 2LT

01297 21388

townclerk@seaton.gov.uk

Seaton Allotments Non-Statutory Rules (July 2020)

The Tenancy of any Allotment shall be subject to the Seaton Allotments Non-Statutory Rules detailed herein

Rent

1. Rent for each plot shall be paid to Seaton Town Council ("the Council") immediately upon taking up first occupation of a plot and thereafter within 14 days of the annual demand for rent which will be sent out on or around the 1st April each year. One reminder will be sent and if no payment has been received by 1st May then notice of eviction will be given, without further notice. The Council will provide 12 months' notice to tenants of any increase in the annual rent.
2. The Council provides metered water to the site, the cost of which shall be divided equally between all plots and a bill rendered to each tenant.
3. All tenants must reside within the parish of Seaton and it is the responsibility of each tenant to advise the Council of any change in circumstances or contact details. Should a tenant move from the parish of Seaton then their tenancy will automatically terminate.

Livestock & other animals

- 4.1 Tenants may keep chickens on their allotments, providing prior written permission has been obtained from Seaton Town Council. The keeping of chickens must be in compliance with the guidelines issued by the National Allotment Society which can be found at <https://www.nsalg.org.uk/allotment-info/hens-on-allotments/>. No other livestock will be permitted.
- 4.2 Dogs – No dogs shall be allowed on any part of the allotment site at any time.

Subletting, sharing and allocation of allotments

- 5.1 The tenant shall not assign the tenancy nor sub-let or part of the allotment. With the written consent of the Council, two or more persons may share an allotment, provided they each reside within the parish of Seaton during the continuance of the tenancy, the tenancy agreement being in the name of one person only.
- 5.2 As of 1 July 2020, with the exception of those tenants who at that date already occupy more than one allotment, only one plot shall be permitted per household.

Enclosure of Plots

6. The tenant may enclose their plot, preferably with chicken wire or similar mesh, which shall not protrude more than two metres above ground level, and should not cause obstruction on any pathway. Solid fencing must not be used as this obstructs sunlight to neighbouring plots.

Sheds and other structures

- 7.1 Each plot can house **ONE** temporary structure on the allotment, without first obtaining the written consent of the Council, provided that said structure:
 - in the case of a shed or greenhouse, does not exceed a maximum floor area of 183cms x 244cms (6ft x 8ft) and, preferably, is equipped with guttering and water butt
 - in the case of a poly tunnel, must not exceed 8'6" wide x 8'6" long x 6'6" high
 - is maintained in good condition and used solely for the storage of garden

implements and materials

- is removed from the plot on cessation of the tenancy

7.2 Any subsequent structure shall not be permitted on the allotment without the prior written consent of the Council.

Paths & drainage ditches

8.1 Tenants shall not obstruct, or permit the obstruction, of any of the paths on the allotment site. Tenants shall keep all paths adjacent to their plot cut and, where a pathway runs between two allotments, the tenants on either side will be responsible for cutting the grass to the middle of the path. All path widths must be maintained and not encroached upon.

8.2 Tenants shall not take, sell or carry away any mineral, sand or clay, dump material nor allow material to enter the drainage ditch on the allotment site, nor shall they cut, lop or fell any trees other than those on a tenant's own allotment.

Conditions of cultivation

9. Tenants shall cultivate the allotment and use it only for the production of fruit, vegetables and flowers for domestic consumption by the tenant and their family in adherence with the following conditions:

- the growing of any illegal crop is prohibited
- only dwarf, cordon and espalier fruit trees may be grown on plots and these must be kept to a maximum height of 8 feet
- no other trees will be permitted
- no less than 75% of the allotment must be cultivated

Nuisance

10. Tenants shall not do anything to cause nuisance, annoyance or obstruction to any other allotment holder. Live animal traps, air rifles, excavators or any other form of commercial machinery, are ONLY to be used on the allotment site, following written permission from the Council.

Waste

11.1 Compostable waste or materials to be used as manure or mulching may be kept on plots.

11.2 All other materials must be removed from site and no waste materials can be brought in from off-site gardens, homes or building sites. Tenants must ensure that no compostable waste or other materials are stored in a manner that may hinder grass cutting or drainage.

11.3 All glass is to be kept in a safe place and broken glass removed from the allotment site by the tenant.

11.4 No asbestos and other noxious material will be allowed on site.

Signage

12. Furthermore, tenants shall be responsible for ensuring that each corner of their plot has a sign stating the number of the plot.

Bonfires

13. The lighting of small fires is permitted between the months September – February, excluding during October and February half-terms. Only waste from tenants' plots may be kept/burned at the allotment site. The lighting of fires should not take place when adjacent residents would be caused unnecessary nuisance.

Right of entry and inspection

14. Any Officer or Councillor shall be entitled at any time to enter, re-measure any allotment,

and inspect the allotment site.

15. The Council does not accept responsibility for any loss or damage to tenants' property, implements, tools, goods, materials or crops on or around the allotment site howsoever such loss or damage was incurred.

Termination

16.1 A tenancy will be terminated in the following circumstances:

- a) automatically on the death of a tenant
- b) if, in the opinion of the Council, a plot is not managed in compliance with the Rules detailed herein, kept free of noxious weeds and productively cultivated as per Rule 9 above, a warning letter will be sent requiring compliance within one month. If, in its absolute discretion, the Council considers that appropriate action to rectify the breach has not been taken within that month, and there is no reasonable excuse for such failure, this will result in the immediate termination of the tenancy
- c) if action is taken to rectify a breach in line with the provisions of 16.1 (b) above and a second incident of non-compliance occurs within a year of the date of the warning letter, the tenancy in question will be terminated
- d) nonpayment of rent as detailed at Rule 1 above

16.2 Any cost incurred by the Council in returning a plot to a standard necessary to enable re-letting will be claimed from the outgoing tenant.

Review

17. Rules will be reviewed on an annual basis and published on the Council's website. Hardcopies will be available on request. It is the responsibility of each tenant to ensure compliance with these Rules and any amendments thereto as may from time to time be made.

Tenant

On behalf of Seaton Town Council

Signature.....

Signature

Name

Name

Plot No (s)

Position in Organisation