

Seaton Town Council
Allotment Non-Statutory Rules (reviewed 2018)



The Tenancy of any Allotment is subject to the Rules, Regulations and Conditions detailed below and the tenant shall carry out such obligations.

1. The rent shall be paid immediately upon taking up the first tenancy and thereafter within 14 (fourteen) days after the first day of April each year. One reminder will be sent, if no payment has been received by 1st May then notice of eviction will be given.
2. The Tenant shall reside within the parish of Seaton during the continuancy of the tenancy.
3. The Allotment shall be kept in a clean, decent and good condition, free from noxious weeds and productively cultivated as per rule no 11. If the tenant fails to do so, they will be given one months notice to bring their plot up to standard. If the tenant still fails to do so this will result in the tenancy being terminated. Tenants, receiving more than one letter in a year will also have their Tenancy ended. In this case, the cost incurred in bringing the plot to a clean, decent and good condition to enable re-letting must be met by the outgoing tenant. The Tenancy of the Allotment shall normally terminate on the yearly Rent Day, or on the death of a Tenant.
4. 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 allotments following written permission from the Council.
5. Tenants may keep chicken on their allotments providing written permission has been obtained from Seaton Town Council. Chickens must be kept complying with the Guidelines for keeping poultry at the Seaton Allotments site. (Available from the Seaton Town Council Office). No other live stock is permitted.
- 5b. Dogs – No dogs shall be allowed on any part of the allotment site at any time.
6. 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.
7. 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.
8. Each plot can house one temporary structure on the Allotment without first obtaining the written consent of the Council, which must not exceed the maximum floor area of 183cms x 244cms (6ft x 8ft) which must be maintained in good condition and used solely for the storage of garden implements and materials, or one greenhouse not exceeding 6ft x 8ft, or one polytunnel which must not exceed 8'6" wide x 8'6" long x 6'6" high. All buildings are to be removed from the plot at the time of ceasing the tenancy.

- 8a. Water – Where any structures are erected the allotment holder shall provide guttering and water butt at the same time. The Council provide metered water to the site, the cost of which agreed to be paid (pro-rata according to size of plot) by each plot holder.
9. The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment site. The Tenant shall keep all paths surrounding an Allotment cut and where a pathway runs between two Allotments, the plot holders 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.
10. All glass is to be kept in a safe place and broken glass removed from the Allotment site by the tenant. Stones and rubbish are not to be dumped anywhere on the site or piled up to hinder grass cutting or drainage. No asbestos, carpets or other noxious material will be allowed on site.
11. The Tenant shall cultivate the Allotment for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by him/her self and family. The growing of any illegal crop is prohibited. Only dwarf, cordon and espalier fruit trees may be grown on plots, and shall be kept to a maximum height of eight foot. All other trees must be removed. At least 75% of the allotment must be cultivated as an allotment.
12. The Tenant shall not take, sell or carry away any mineral, sand or clay, dump material nor allow material to enter the drainage ditch on the site and shall not cut, lop or fell any trees other than those on tenant's own allotment.
13. The Tenant will not obstruct any general rights of way. The Tenant is responsible for ensuring that each corner of the plot has a sign stating the number of the plot.
14. Any Officer or Town 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 no matter how such loss or damage was incurred.
16. Compostable waste or materials to be used as manure or mulching may be kept on the Tenant's Plot. Other materials must be removed from site and no waste materials can be brought in from offsite gardens, homes or building sites.
17. The lighting of small fires is only permitted between the months September – February, excluding 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 surrounding residents would be caused unnecessary nuisance.

- 18. The Council will provide 12 months notice of any proposed increase in the annual rent.
- 19. Rules will be revised on an annual basis, they will be published on the town council website and available in hard copy format upon request. It is the allotment holder's responsibility to ensure they comply with the current rules.
- 20. It is the tenant's responsibility to advise the council of any change in respect of contact details.

The tenant

On behalf of Seaton Town Council

Signature.....

Signature

Name

Name

Plot No (s)

Position in Organisation