



MINEHEAD TOWN COUNCIL

Allotment Rules & Guidelines

April 2023



MINEHEAD TOWN COUNCIL

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Introduction

The aim of this document is to set out the responsibilities of both the Council and the Tenant in relation to the provision and renting of allotment plots; it should be read in conjunction with the signed agreement. The 'Tenancy Agreement', which is signed by the tenant, contains the rules and procedures and conditions of use.

1. Conditions of Tenancy

1.1 The tenancy of an allotment is a perpetual tenancy that continues to run year by year from 1 November to 31 October until it is terminated by either party.

1.2 When a tenancy begins the Council will invoice for the rent to be paid until the end of October, within 14 days.

1.3 Invoices for the annual rent will be sent out in November and must be paid within 28 days of the invoice date. Failure to pay the invoice will result in termination of the agreement after 40 days.

1.4 Tenants are responsible for ensuring that their plots are kept tidy, free from weeds and in a good state of cultivation and fertility. At least 75% of the plot should always be cultivated during the growing season. If a plot is seen not being actively cultivated at a Council inspection, the Council's inspection procedure will apply.

1.5 The Council recognises that plots allocated may be in a neglected state and it is important that all weeds are kept under control and do not run to seed. In such circumstances the plot may be covered with a suitable weed control permeable membrane whilst the plot is gradually cultivated. The use of carpeting and tyres is prohibited for environmental reasons.

2. Use of the Allotment

2.1 You are to use your allotment wholly or mainly for the production of vegetables, fruit and flowers for you or your family.

2.2 You may not carry on a trade or business from your allotment.

2.3 You must not take, sell or carry away from your allotment any mineral, gravel, sand, earth or clay.

3. Dealings with your Allotment

3.1 You must not assign, underlet, part with possession or share possession of the allotment or any part of it. But while you are on holiday or ill for short periods, you can authorise someone else to look after the allotment for you.

3.2 We may require an unauthorised person to leave your allotment.

4. Allotment Numbering

4.1 Each allotment should display their plot number to assist with inspections and allocating new plots.

5. Structures

5.1 Any structure that is present on the allotment when a tenancy begins will become the responsibility of the tenant. New tenants should therefore ensure that they are prepared to assume this responsibility before accepting the plot.

5.2 No permanent buildings, walls or other structures may be put up on any allotment by Tenants.

5.3 Tenants shall not, without Council consent, erect any shed, polytunnel, greenhouse or chicken coops.

- Maximum size of sheds: 8'x 6'
- Maximum size of polytunnels: 12'x 8'
- Maximum size of greenhouses 10'x 6'.

5.4 Any shed, greenhouse or polytunnel which the Council allows on the allotment must be maintained in a good state of repair and condition to the satisfaction of the Council and if the Council is not satisfied with the state of repair it may order the Tenant to remove the structure. No permanent bases or footings may be constructed.

5.5 The Council is not responsible for loss of or damage to tools or other contents of your shed, greenhouse or polytunnel.

6. Boundaries

6.1 All bushes and other boundaries on your allotment should be maintained and not be a nuisance to other users of the allotment site or neighbouring allotments.

6.2 You must not plant a new hedge or build a new fence without our written consent.

6.3 No fast-growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

6.4 Please close all gates when entering or leaving the site. No vehicles are allowed on site when conditions are wet.

7. Encroachment on other Allotments and Paths

7.1 You must not go on to another person's allotment without the express permission of the allotment holder.

7.2 If anyone is with you on your allotment (children, for example) you must not allow them to go on to another allotment without the express permission of the allotment holder.

7.3 You must not remove produce from another allotment without the express consent of the allotment holder.

7.4 You must not encroach on or cultivate a pathway. The width of paths (2 foot) around each allotment plot, set out by the Council, must not be obstructed, diverted or reduced in size. Paths must be kept clear of obstructions and available for access at all times by other tenants and to enable the Council to carry out periodic strimming.

8. Trees and Bushes

8.1 Except with our written consent, you must not plant other than dwarf fruiting trees and other fruiting bushes. Fruit trees should be planted sparingly and not be allowed to grow over 3 metres high. Fruit trees must not be planted along the boundaries of your allotment.

8.2 Except with our written consent, you must not cut or prune any trees. This does not apply to recognised pruning of fruit trees.

9. Bonfires and Waste

9.1 Bonfires and the burning of materials are strictly prohibited.

10. Watering

10.1 Hosepipes or sprinkler systems must not be used.

10.2 You must not attempt to divert water from the main water supply to benefit your plot, including syphoning, digging trenches and tampering with pipework.

11. Dogs & Livestock

11.1 Any dogs you bring to your allotment must be kept on your allotment and on a leash or tethered. Under the Dogs (Fouling of Land) Act 1996 owners must clear up after their pets.

11.2 Except as allowed by law, you must not keep livestock on the allotment. You may keep hens with written consent and the Council's Hen policy will apply.

Hens – The tenant must have written permission from the Council to keep poultry and sign a form of agreement to abide by the conditions.

12. Manure, Waste & Refuse

12.1 You may keep manure or compost in quantities reasonably required for cultivation.

12.2 You must not dump or store material which could not reasonably be used to help cultivate your allotment.

12.3 You must not dump or store material next to a boundary with an adjacent property.

12.4 You must not put anything in the hedges, ditches or watercourses in or surrounding the allotment site.

12.5 You must remove all non-compostable waste from your allotment. If you need assistance with this please contact the Town Council office.

13. Storage of Materials

13.1 No toxic or hazardous materials or contaminated waste should be stored or brought onto the allotment site. 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 allotment is prohibited.

13.2 The current regulations relating to the use of chemicals and harmful substances must be observed (www.hse.gov.uk/coshh).

13.3 Fuel such as petrol and diesel must be stored off site.

14. Weed Control

14.1 Weed killing is allowed on site providing the weather conditions are suitable and precautions are taken to prevent the spread of any weed killer onto neighbouring plots.

14.2 The Council encourage the use of alternative methods of weed control and discourages the use of harmful chemicals.

14.3 No carpet or plastic sheeting is allowed and weed suppressing material must be permeable for horticulture use.

15. Vandalism, Theft & Intruders

15.1 Vandalism or theft on the allotments should be reported to the police, using the 101 number. Please also notify the Town Council.

15.2 Tenants are advised to seek professional advice about their personal and public liability and property insurance cover, to ensure it meets the requirements of their activities.

15.3 Tenants are advised to seek their own personal liability and property insurance cover against theft, damage and personal injury.

15.4 Tenants have responsibility for the security of any article taken onto the allotment site.

16. Personal Safety

16.1 Tenants have a duty of care to ensure the health and safety of themselves and everyone on site, including visitors.

16.2 The council will not be held responsible for any danger or injury resulting from activities undertaken by tenants, or their guests, or in connection with, their use of the allotment site.

16.3 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

17. Inspections, Notices, Enforcement & Disputes

17.1 The site is inspected regularly by Town Council staff and the Allotment Advisory Group.

17.2 Disputes between tenants about the implementation of the conditions of use and related matters should be referred to the Council for resolution. The decision of the Council is final.

17.3 When formal notice is to be given regarding your tenancy this can be done in writing to the Council.

17.4 In all cases the plot must be returned to the Council free of waste and personal items. Any incurred maintenance or removal costs will be invoiced to the tenant in addition to the forfeiture of the deposit.

18. Allotment Deposit Procedure

18.1 You have paid us the deposit indicated in the tenancy agreement.

18.2 We hold the deposit as security against any loss caused to us by your breach of these rules or the terms of the tenancy agreement.

18.3 If the Council intends to withhold repayment of the deposit, the allotment tenant will be informed in writing, together with an explanation of the reason for this. The allotment tenant will be given notice that they have 1 month in which to remediate the plot, or their deposit will be forfeited in whole or part.

19. Data Protection Act

19.1 By signing the Tenancy Agreement tenants agree that the Town Council may hold personal data such as name, address, telephone numbers, email addresses on our database. The data will only be used by Officers of the Town Council in the management and administration of the allotments.