

Ramsgate Town Council

ALLOTMENT RULES

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1 Application

- 1.1 These rules are made under section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment Gardens / Plots in Ramsgate from the date that a tenancy agreement is signed.
- 1.2 Ramsgate Town Council maintains a database of all the allotment plots under its administration. Applications are selected from a waiting list on a first-come, first-served basis, preventing any undue preferences. Individuals who decline the offer of a plot due to a change in personal circumstances may remain on the waiting list for up to 12 months. At the end of this period, they will be contacted to confirm whether they are able to accept a plot. If they are still unable to do so, their name will be removed from the waiting list, although they may reapply and re-join the list.
- 1.3 With effect from 24 June 2026, before completing an application to join the waiting list, applicants must ensure that they meet the following eligibility criteria:
 - The applicant must live in Ramsgate;
 - The applicant must be 18 years of age or over;
 - The applicant must not already hold an allotment, as only one allotment per household is permitted.
- 1.4 Applications to join the waiting list for those who have had a tenancy terminated for a gross breach of the Allotment Rules, other than non-cultivation, will no longer be eligible to apply for a Ramsgate Town Council allotment.
- 1.5 Applications to join the waiting list from those who have had a tenancy terminated for non-cultivation will not be accepted onto the waiting list for a period of two years from the date of the termination.

2 Tenancies and Vacant Allotments

- 2.1 All tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. Each plot will be in the name of one tenant only. Groups or Organisations must submit a pre-tenancy application for approval by the Council; such tenancies will be in the name of one person known as the principal tenant.
- 2.2 Joint or shared tenancies are not permitted.
- 2.3 Tenants must reside within the precept boundary of Ramsgate Town Council. Retaining an allotment tenancy will be dependent on being able to show ongoing residency within the boundary at each yearly renewal.
- 2.4 On renewal of tenancy / payment of fees all tenants are to produce evidence of residency in Ramsgate either in person, by post or electronically. All tenancy agreements must be signed annually by all plot holders.
- 2.5 Tenants who move beyond the parish and precept boundary of Ramsgate will forfeit, and must resign, their tenancy.
- 2.6 The tenant shall be aged 18 years or more.

3 Assignment

- 3.1 The Tenancy of an Allotment Garden is personal to the tenant. Tenants may not assign, sublet, or part with possession of all or part of their Allotment Garden.
- 3.2 If a tenant wishes to allow another person to help them to work their plot due to age, illness, incapacity, or an extended holiday, they must request a Named Helper form from the Council. This must be completed before the helper is allowed on site. The named helper cannot be the prime worker on the plot. The tenant must remain actively and regularly involved in the cultivation and management of their allotment plot. If evidence is found during inspection or otherwise that a named helper is working the plot solely, or acting as the prime worker, this will be treated as a breach of the Allotment Rules. A Warning Letter will be issued to the tenant and if, following a further inspection within one calendar month, the breach has not been remedied, the Allotments Officer may seek termination of the tenancy, in line with Appendix 2.
- 3.3 Only two named helpers are allowed per plot within any 12-month period. Where tenants are found

to have permitted helpers to work their plot without the correct documentation in place, this will be treated as a breach of the Allotment Rules. A Warning Letter will be issued requiring the tenant to submit the required documentation. If the tenant fails to comply within one calendar month from the date of the warning letter, the breach will be considered ongoing and the tenancy may be terminated, in line with Appendix 2.

- 3.4 A named helper may take over the tenancy of a deceased tenant if they have been a helper for 10 years and are a resident of Ramsgate. This is limited to taking over one plot only and is only available once for the plot.
- 3.5 Access is not permitted to any plots other than that let by the Council to the principal tenant.
- 3.6 The Council may act for breach of the Tenancy Agreement against any tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the site.
- 3.7 Gate codes are not to be distributed to any other person.

4 Rent

- 4.1 Rent, including water charges, is due at the commencement of the tenancy period and annually on 1 October thereafter, unless otherwise stated in the Tenancy Agreement.
- 4.2 The Allotment Officer or Officer of the Council will issue payment requests during September. Plots that remain outstanding by 15 November will be issued with a Notice to Terminate due to non-payment of fees. See Flow Chart Appendix 1.
- 4.3 Refunds are not given if a tenancy is terminated by the Council.
- 4.4 Pro rata refunds may be given when a tenant elects to terminate their tenancy if the plot has been left in an acceptable condition.
- 4.5 If a plot requires clearance to be re-let a charge will be incurred by the former tenant.
- 4.6 All applicants for allotment tenancies at Ramsgate Town Council allotment sites will need to show that they reside within the parish boundaries of Ramsgate, for most of any year. Applicants who deliberately misrepresent their application can suffer summary termination of their tenancy.
- 4.7 The council reviews charges annually.

5 Rent Cultivation and Use of Allotment Gardens/Plots

- 5.1 Tenants must use the Allotment Garden for their own personal use and must not carry out any business or sell produce from the Allotment Garden.
- 5.2 At all times, tenants must keep the allotment plot safe, clean, tidy and in a good state of cultivation. Areas not being cultivated must be cut and maintained to prevent seeds blowing onto other plots. We do not promote the practice of 'Permaculture' as we promote a seed and weed free practice as stated in allotments legislation.
- 5.3 Alexanders is a non-native invasive weed which spreads quickly and suffocates other plant life around it. It must be managed by cutting back in March and then throughout the season. Allowing Alexander to become established on a plot will result in a Notice to Cultivate being issued.
- 5.4 All areas of a plot are to be cultivated or maintained **within 1 month between March and September, and 2 months between October and February** of renting and thereafter.
- 5.5 The tenant will use the allotment plot wholly or mainly to produce vegetables or fruit crops. 75% of the plot area is required to be in a cultivated state and to be regularly dug, pruned, and weeded. Compost bins, greenhouses, water butts, polytunnels, and fruit cages are also included within the cultivated area. (Please refer to Rule 8 for details on sheds, greenhouses and polytunnels sizes).
- 5.6 A maximum of 25% of the allotment plot area is allowed for grass paths, shed space and leisure gardening purposes such as growing flowers. A small seating area may be incorporated into this area for use by the tenant.
- 5.7 Plots must be cropped and harvested. It is not sufficient to simply keep them clear of weeds or sheeted. Any such plots will be considered uncultivated and in breach of tenancy.
- 5.8 The Allotment Officer or Officer of the Council will undertake inspections, typically every 4 to 6 weeks, to ensure that the tenant's use of the plot is compliant with the Rules. Where a tenant's use

of the plot is found to be unsatisfactory and / or against the Rules, a Warning Letter will be issued. When the Allotment Officer or Officer of the Council undertakes a second inspection, if the tenant's use of the plot remains unsatisfactory and / or against the Rules, the Officer may seek approval from the Chair of Council for the tenancy to be terminated.

- 5.9 Warning Letters will remain on the tenant's file for a period of 12 months. Where a previous Warning Letter has been issued, if a tenant's use of the plot is found to be unsatisfactory and / or against the Rules within the 12-month period, the tenant may receive a Second Warning Letter, or an immediate Notice of Termination by the Council. See Flow Chart Appendix 2.
- 5.10 On termination of the tenancy, the plot must be left in a clean condition suitable for immediate re-letting. If the Council must carry out any work to allow it to be re-let, this will result in the Council seeking to reclaim any costs from the vacating tenant.
- 5.11 Allotment Rules will be reviewed annually, and any amendments will also be binding and effective immediately. The Council will consult with Site Representatives on proposed changes. The Council will advise tenants in writing about any changes.
- 5.12 Tenants must leave a minimum gap of 1 m between the rear of their plot and any adjoining boundary fence to allow access for maintenance.
- 5.13 Tenants are not to cause damage to other tenants' property or crops, or to the infrastructure of the site, e.g., roadways, paths, fences, gates etc.
- 5.14 Tenants are required to lock the gates after entering the site and when they leave, and to rotate the barrel to **0000** to hide the code on the padlock.
- 5.15 Ponds are permitted (for environmental reasons) but must be of a size that is reasonable in relation to the overall size of the plot. Council would expect this to be no more than 5% of the plot size. Tenants should be mindful that ponds can be hazardous for young children and for some wildlife and should take steps to mitigate any risk e.g., fenced / hedged, netted, gated or as far from access paths as possible / have planks or a shelved area with low incline to aid animals to escape.
- 5.16 New ponds created using old baths or other types of sanitaryware (e.g., butler sinks, basins etc.) are potentially hazardous and are not permitted. Ponds that are excessively deep are not permitted; a depth of greater than two feet is rarely needed.
- 5.17 Tenants must keep the pond in good repair and take all reasonable measures to maintain its safety for both people and animals.
- 5.18 When an allotment tenancy ends, Council may ask the tenant to fill in the pond with clean soil (after removing pond liners), or Council may seek to reclaim any costs for the works from the tenant.
- 5.19 Tenants removing a pond MUST consult with their site rep to arrange the dispersal of pond wildlife and foliage to other areas on site.
- 5.20 The Council will only permit plot holders to apply chemicals to their plots if the chemical is permitted within current regulations and designed for amateur use. No commercial chemicals will be permitted, and the Council does not wish plot holders to use any residual herbicide weed killer.
- 5.21 All spraying is to be conducted with due regard to the health and safety of others on the site and no chemicals are to be left unlocked nor in unmarked unofficial containers (e.g., lemonade bottles, jars or similar).
- 5.22 No spray drift is permitted, especially where this may contaminate an adjoining plot or Council pathway. The Council reserves the right to terminate the tenancy of any plot holder who it believes has contaminated adjoining plots, pathways or their own with chemicals or has stored them irresponsibly.
- 5.23 Carpets or other floor coverings are not to be used as a weed repellent.
- 5.24 Tenants must keep the grass on any footpath adjoining the allotment garden fully cut and trimmed (but not sprayed).

6 Hoses, Bonfires, Rubbish, Chemical Use and Other Restrictions

- 6.1 Sprinklers are not allowed. Water supplies must be conserved; the Council strongly approves the use of water butts (securely covered) and watering cans. All sheds should have water harvesting facilities attached.
- 6.2 The Council's preferred use of hose pipes would be for refilling water butts, watering cans, and other receptacles.
- 6.3 Where the use of a hose pipe is unavoidable, they must be handheld and restricted to 45 minutes per whole plot / 30 minutes per half plot / 15 minutes per quarter plot per day. If spot checks reveal misuse of hose pipes a standard charge of £10 is recoverable by the Council.
- 6.4 Mains water supply may be shut off during the winter months.
- 6.5 No tenant may install, connect to, or interfere with any utilities on the allotment site without the prior written consent of the Council. This includes, but is not limited to, water and electricity supplies. Any unauthorised use of utilities will be treated as a breach of the Allotment Rules.
- 6.6 Where evidence is found that a tenant has tampered with water taps, fittings, valves or pipework, or has extended or altered the existing allotment water or electric supply without the consent of the Council, this will be treated as a breach of the Allotment Rules and will result in immediate Notice of Termination.
- 6.7 Requests for the installation of an additional water tap must be made in writing to the Allotments Officer and supported by a petition from a minimum of ten (10) surrounding plot holders. The Council will consider such requests but is under no obligation to approve or install additional taps. Only water taps installed or approved by the Council may be used on the allotment site. Where evidence is found of unauthorised taps, extensions, or associated fittings, these will be removed by the Council, and all costs incurred will be recharged to the tenant responsible.
- 6.8 **From 1st March 2026,**
- a) **Burning of green allotment waste only is to be allowed annually one week before or one week after Bonfire Night (5th November). (This should be in an incinerator bin).**
 - b) **If a site wishes to hold an event on site including BBQs the Site Rep should apply to the Allotment Officer & Chair of Council for consideration & approval. If a BBQ is approved all food waste and BBQs (disposable) are to be removed from the site.**
- The rest of the year incinerator fires, BBQs, log burners, fire pits, or any other type of burning is not permitted on any Ramsgate Town Council allotment sites. Bonfires are not allowed at any time.**
- 6.9 Any tenant who does not adhere to these rules on burning will be warned and a Warning Letter issued. Serious or deliberate breaches of the fire rules may result in an Immediate Notice of Termination, in line with Appendix 2.
- 6.10 Non-compostable materials should be removed from the allotment site and disposed of appropriately by the tenant.
- 6.11 The Council advises that composting is the most practical and preferred method of dealing with allotment / vegetation waste. However, weed piles are not permitted; this waste must be bagged and disposed of in garden waste receptacles.
- 6.12 You should not bring items onto your plot unless you know they will serve a useful gardening purpose, and you know how you are going to dispose of them appropriately.
- 6.13 Rubbish that is not removed will be deemed fly-tipping. Fly-tipping will not be tolerated and is likely to result in loss of tenancy.
- 6.14 A tenant may not, without the written consent of the Council, take, sell, or carry away any mineral, gravel, sand, clay, or soil.
- 6.15 Car parking must not be on plots, cultivated or otherwise. Access roads can be used for vehicles but only to drop off or load – not parking. Cars are not to be abandoned on any site. Vehicle speed should be restricted to 5 miles per hour.
- 6.16 No vehicle, trailer caravan or similar equipment is to be left on site overnight.
- 6.17 No overnight camping is allowed on the allotment sites.

- 6.18 Seagulls should not be fed on the allotment sites.
- 6.19 Alcohol – Drinking to excess on site will not be tolerated.
- 6.20 There is a ban on all fireworks/pyrotechnics, air rifles, bows, firearms, or any other type of weapon on all sites. Any tenant who breaches these rules will receive an immediate Notice of Termination and the Police will be informed.
- 6.21 No asbestos sheeting is to be used under any circumstances. Existing panels must not be removed by plot holders but reported to the Council through the site representatives.
- 6.22 Any branches of trees growing on plots that obstruct pathways are to be cut back annually. If there are any branches larger than 75 mm that require cutting, the Council needs to be informed.
- 6.23 No trees to be planted without permission of the Council, via the Site Representatives, and not exceeding 2.5 m in height.
- 6.24 Aggressive, fast-growing trees such as Eucalyptus, Leylandii, Bamboo and Willow are not suitable to plant on allotments even in tubs / planters / pots. If you do have these trees on your plot, you will receive a notice to remove them straight away and kill them at the stump.
- 6.25 Trees are not to cast any shadow over neighbouring plots or residents' gardens and can be removed at any time at the discretion of the Council.
- 6.26 Please ensure when pruning in the spring or autumn periods that there is no evidence of nesting birds as plot holders risk prosecution under the Wildlife and Countryside Act 1981.
- 6.27 Tenants must not interfere with, injure, trap, remove or destroy any wildlife where doing so would breach the Wildlife and Countryside Act 1981, the Wild Mammals (Protection) Act 1996, or any other applicable wildlife or animal welfare legislation.
- 6.28 Tenants must keep every hedge that forms part of the allotment garden properly cut and trimmed.
- 6.29 Fences erected by plot holders are to be safe and secure and must not cause nuisance, injury, or shade to adjoining plots, plot holders, and visitors.
- 6.30 Tenants must not use barbed wire, galvanized iron, or any other material likely to cause injury, for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
- 6.31 Tenants shall not obstruct any path set out by the Council.
- 6.32 Tenants are not to cause nuisance or annoyance to the occupier of any other allotment garden.
- 6.33 Abusive, threatening, or anti-social behaviour will not be tolerated on the allotment site at any time and will result in a Notice of Immediate Termination. This rule applies equally to communication (via any means) that is vexatious, inappropriate, disrespectful, inflammatory, argumentative, discriminatory etc.
- 6.34 Rubbish, tyres, old carpets, flooring of any type, and baths or other types of sanitary wares (sinks, basins etc.) are not to be brought to the allotments.
- 6.35 Tenants may section off a small area of the plot to keep their children safe whilst on site, however large garden play equipment is not permitted.
- 6.36 Children are to be properly supervised at all times and must remain on the relevant plot; they must not be allowed to run around the allotment site.
- 6.37 We require tenants to clearly identify their plots by placing their plot number in a prominent position (i.e., on your shed or boundary point).

7 Dogs, Hens, Rabbits and Bees

- 7.1 Dogs (including assistance dogs) belonging to the plot holder may be brought onto site. They must be kept on a lead at all times and restricted to the owner's plot only. The tenant must ensure that dog faeces are removed straight away.
- 7.2 No livestock is to be kept on Council allotments except for livestock permitted by legislation according to statutory requirements (s. 12 Allotments Act 1950 – domestic chickens (no more than 12 and no cockerels), and / or rabbits). The Council will require the plot holder to advise in writing in respect of any livestock kept on a plot detailing the number and type, with an emergency contact telephone number. Failure to adhere to good standards of **Animal Welfare** will risk the termination

of a tenancy and costs incurred for clearance by the Council being charged to the tenant.

- 7.3 Bee keeping is permitted subject to prior approval from the Council and provided that adjacent allotment holders do not object.

A Tenant keeping Bees on an allotment plot must satisfy the Council that they have made adequate arrangements to ensure a nominated person can deputise in the beekeeper's absence.

The Council requires that the tenant be a member of the local Beekeeping Association. Membership of a Beekeeping Association provides members with a third-party public liability insurance through their affiliation to the British Beekeepers' Association (BBKA), minimum of £5 Million. The BBKA also offers support and advice for beekeepers.

Beekeepers must have a recognised qualification such as the BBKA Basic Exam. The hives must be registered and open to inspection by the Regional Bee Inspector. Public liability insurance must be maintained annually, and a copy supplied to the Council.

8 Sheds, Buildings and Structures

- 8.1 No buildings, walls or permanent structures may be put on the Allotment Garden by Tenants.
- 8.2 No more than two structures are permitted on a plot, one being a secure tool store and the other a greenhouse or polytunnel with prior permission from the Council.
- 8.3 Any shed, greenhouse or polytunnel which the Council allows on the Allotment Garden must be maintained in a good state of repair and condition to the satisfaction of the Council. If the Council is not satisfied with the state of the repair, it may order the Tenant to remove the structure.
- 8.4 The allowed structures should not be larger than 2.5 m x 2 m and the height to be no more than 2 m on a Whole or Half sized plot.
- 8.5 For a Quarter plot no more than two structures one being a mini greenhouse/ or polytunnel and a secure tool shed no larger than (4 ft x 4 ft) 1.22 m x 1.22 m.
- 8.6 The structures must be movable (caravans or similar are not permitted), not have concrete flooring and be constructed out of polycarbonate or timber.
- 8.7 All windows on structures are to be Perspex / plastic (no glass).
- 8.8 Old polythene must be removed from site when degraded.
- 8.9 All structures should not be within 1 m of the boundary perimeter fence line.
- 8.10 All structures are subject to planning permission and may require an application to the planning authority (TDC).
- 8.11 Barbed wire must not be used on individual Allotment Plots.
- 8.12 The Council is not liable for loss by accident, fire, theft or damage of any tools or contents left in Tenants structures, plots, communal containers, or vehicles brought onto the site.
- 8.13 Notwithstanding Rule 8.1, no metal raised bed may be placed on an allotment plot without the prior permission of the Council, such permission to be sought via the Site Representative. Any approved metal raised bed shall be purchased by the tenant, kept in a safe and serviceable condition, and removed and properly disposed of by the tenant when no longer required or upon termination of the tenancy.

9 Inspection

- 9.1 The Allotment Garden and any structure on it may be entered and inspected by an Officer or member of the Council and the Police at any time and the Tenants must give whatever access they require with or without notice.
- 9.2 Any notice may be served to a tenant either personally, by email, by leaving it at their last known place of abode or by fixing the same in some conspicuous manner on the allotment garden.

10 Notice

- 10.1 The tenant must inform the Council and Site Representative as soon as they decide to vacate the plot. The plot will be inspected prior to the tenancy end date. All personal items must be removed, and the plot left in a good state so it can be easily re-let. The outgoing tenant will be charged for

any work undertaken by the Council to remediate the plot. Once the date of leaving has been agreed and has passed, any property left on the plot will become the property of the Council and utilised within the site.

11 Appeals

11.1 The appeals procedure will come into effect when an individual RTC Allotment tenant wishes to ask for a review of a decision made by the Chair of Council pertaining to their plot.

11.2 It will apply in the following circumstances:

- Where a tenancy is to be terminated because of non-cultivation or a gross breach of the Allotment rules.
- Where a tenant erects a structure that is non-compliant with RTC rules and policy.
- Where a tenant is instructed to remove a structure or a plant(s) because of a health and safety risk, or nuisance to other tenants or the public.
- Permission is refused to allow the keeping of livestock or removal is ordered because of the condition of the livestock.

11.3 The decision letter will include a section which will inform the tenant that they may make an appeal, and how they may make that appeal.

11.4 The burden of proof within the appeals procedure is the civil test of 'on the balance of probabilities.'

12 Complaints

12.1 If you are dissatisfied with the standard of service you have received from this council or are unhappy about an action or lack of action by this council, the Complaints Procedure sets out how you may complain to the council and how we will try to resolve your complaint.

12.2 Further information can be found by clicking on the link below:

<https://www.ramsgatetown.org/upload/docs/Complaints%20Procedure%20-%20June%202023.pdf>

13 Site Representative Elections / Site Representative Group (SRG) Elections

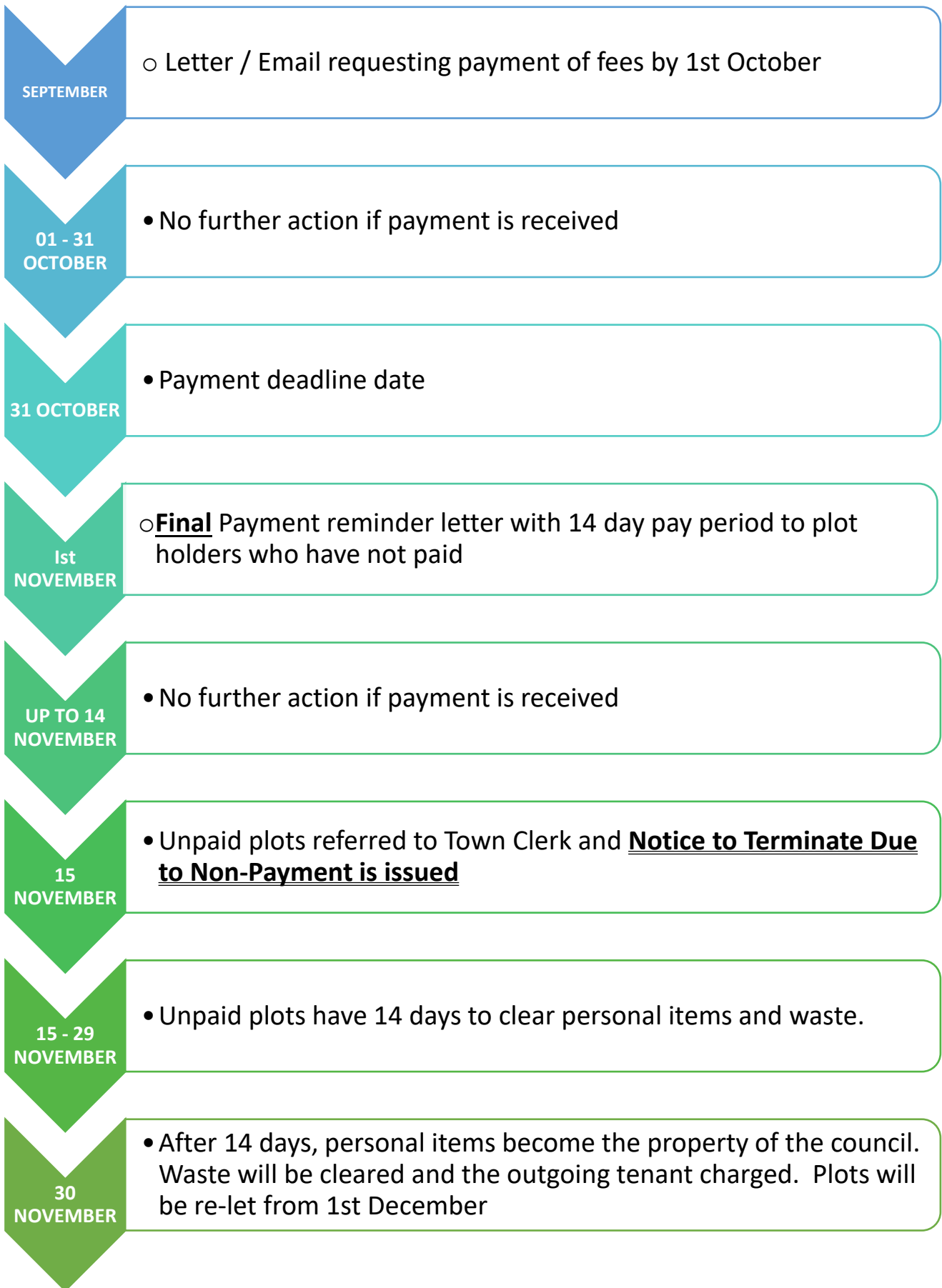
13.1 The election process is to be carried out by democratic means towards the end of September.

13.2 Any individual plot holder wishing to take on the role of site representative, or a group of up to a maximum of three (3) unrelated plot holders wishing to act as a collective site representative group (SRG), may put themselves forward by seeking the written support (with signatures) of two named plot holders (per candidate) and notifying the Allotments Officer before 15th September.

13.3 If an election is required to decide between candidates, voting forms will be provided by the Allotments Officer. Completed voting forms will be returned to the Allotments Officer. Once counted and verified, the Allotments Officer will notify the name of the elected site representative or SRG.

13.4 Where no other candidates come forward to take on the role(s), the existing site representative / SRG may continue for a further year. [An SRG will be subject to specific Terms of Reference approved by the Council (available from the Allotments Officer).]

Appendix 1



Appendix 2

PLEASE NOTE - IMMEDIATE NOTICE OF TERMINATION WILL BE ISSUED IN THE EVENT OF: BREACH OF FIRE RULES / USE OF FIREWORKS OR PYROTECHNICS, AIR RIFLES, BOWS, FIREARMS, OR ANY OTHER TYPE OF WEAPON / ABUSIVE, THREATING OR ANTI-SOCIAL BEHAVIOUR / UNAUTHORISED TAMPERING WITH OR ALTERATION OF WATER OR ELECTRIC UTILITIES

