



MARLOW TOWN COUNCIL

Court Garden, Pound Lane, Marlow, Bucks SL7 2AG

TENANCY CONDITIONS: FOXES PIECE AND HANGING HILL ALLOTMENT SITES

April 2023/2024

1. Tenancies shall be renewed on an annual basis and will be made to one individual. All new Allotment plots shall be 5 poles. The Town Council review Allotment rents annually and make any such alterations as they deem necessary, to apply from April 1st of each year. For any increase in rent tenants will be given the statutory 12 month notice period. Information concerning rental fees of allotments can be obtained from the Town Clerk at the above address.
2. **NOTICE TO QUIT** - Rent is payable on April 1st of each year. **If rent has not been received by the Town Council by April 30th of the same year the Council will assume, without further notice that the Tenancy has lapsed.** If a receipt is required, Tenants who do not call-in person with their rent must enclose a stamped addressed envelope with their remittance. Any new Tenants during the year will be liable to the full annual rent, regardless of the date that the Tenancy commences with the exception of new Tenancies commencing in February or March in which case £10 holding fee will be payable until April 1st.
3. The Tenant's correct name and address must be given to the Town Council. A maximum of 3 Allotment plots can be assigned to different individuals living in the same household (1 each).
4. Should a Tenant move to a house outside Marlow Town, the Town Council must be advised immediately and will reserve the right to terminate the Tenancy forthwith or on the 31st day of March of the year of renewal.
5. The code for the combination locks will be supplied by the Town Council. The Town Council reserves the right to change the code as required and will inform tenants in writing.
6. No tenant may enter the allotment sites before 6am and all tenants must leave by dark.
7. The Tenant shall be responsible for the conduct of any people, children or animals entering the Allotment site with the Tenant's consent.
8. Dogs or any other animals accompanying their owners to the Allotment site must be always kept on leads and under their owners' control.
9. The Town Council or their Agent(s) may at any time enter and inspect any Allotment plot and will be responsible for determining if there is any breach of these regulations.
10. Tenants shall not underlet, assign or part with the possession of the Allotment plot.
11. Tenants shall not trespass or wander on neighbouring Allotment plots. No person shall remove articles, tools or crops without the permission of the Tenant. Failure to comply with this condition may result in immediate eviction and possible criminal prosecution.
12. **Conditions as to cultivation: (General Conditions). All Tenants shall:**
 - a. Keep the entire Allotment plot clean and tidy at all times of the year and in a good state of cultivation and fertility. This must include the regular control of weeds.
 - b. Regularly cultivate the Allotment plot, including planting and harvesting of crops at appropriate times throughout the year.
 - c. Not cause any nuisance or annoyance to the occupier of any other Allotment plot, or obstruct any path set out by the Council for the use of the occupiers.

- c. Not, without the written consent of the Council, cut or prune any trees, other than fruit trees, or take, sell or carry away any mineral, gravel, sand or clay.
- e. Keep every hedge, grass verge and footpath that forms part of their Allotment plot properly cut and trimmed and properly use any fences and gates within the Allotment site.
- f. (i) Not, without the written consent of the Council, and planning consent if required, erect any building on the Allotment plot (including for the purpose of keeping hens or rabbits - see Condition 11b), other than one shed and one greenhouse, each of which must be of sound construction and of presentable appearance. A shed should not exceed 12m² (square metres) a greenhouse 15m² and a poly tunnel 30m². A plot may have a greenhouse or poly tunnel, but not both.

(ii) Not use any shed or greenhouse, erected with the approval of the Town Council, for any activities or storage not connected with the cultivation of the Allotment plot.
- g. Not use barbed wire for a fence adjoining any path set out by the Council for the use of the Tenants of the Allotment plots.
- h. Observe and perform any other special conditions which the Council may consider necessary to preserve the Allotment plot from deterioration, and of which notice to applicants for Allotment Tenancies is given.

13. **Special Conditions**

- a. All Tenants must carefully note that each Allotment plot must be mainly cultivated to produce vegetables, fruit, flowers or herbs for consumption or use by the Tenant or their family and friends and must not be sold in a trade or business capacity under any circumstances. Vandalism or the dumping of waste of or on neighbouring allotments will not be tolerated and may result in the tenancy being terminated with immediate effect.
- b. Provided the Allotment plot is occupied mainly for cultivation, it may in a small part be used for the keeping of hens (but not cockerels) or rabbits provided they are not kept by way of trade or business and provided they are not kept in such a place or in such a manner as to be prejudicial to health or to be a nuisance. Plans and details of construction of any building must be submitted and approved by the Council before any animal is brought to the site.
- c. The keeping of bees is not permitted.
- d. Maintenance of boundary paths. All Tenants must properly and jointly with their neighbours mow the grass of paths adjoining their plots. Paths must always be kept free of debris and are to be maintained at or restored to 1 metre in width.
- e. **BONFIRES WILL BE PERMITTED FROM JANUARY 1ST 2024 – FEBRUARY 15TH 2024 BY USE OF AN INCINERATOR ONLY.**
- f. Rubbish on an Allotment plot may not be allowed to collect in such a manner as to cause a nuisance. Vegetable rubbish must be composted in properly constructed compost heaps. Tenants should be aware that there are no facilities for dealing with non-organic waste on the Allotment site. Plastic containers and packaging brought onto the site should be taken away and disposed of through the doorstep domestic collection. Glass and discarded metal should be dealt with similarly, or in the case of bottles, taken to the recycling banks. New Tenants discovering large quantities of this type of waste on their allotments should contact the Town Council or the Allotments Association for advice.
- g. Gates must be locked after entering and on leaving the Allotment site.
- h. No vehicle may be driven at more than 5mph on roads within the Allotment site.
- i. Tenants are permitted to use legally approved horticultural chemicals (herbicides, pesticides, fungicides) provided that they comply with the following regulations:-

- (i) The greatest care must be taken not to contaminate other allotments even if the user considers the potential effect not harmful.
 - (ii) Use of chemicals must always be in accordance with manufacturer's instructions. (ALWAYS READ THE LABEL.)
 - (iii) Horticultural chemicals must not be transferred to other containers.
 - (iv) Horticultural chemicals must not be left unattended.
- j. The use of sprinklers (unattended devices that throw water into the air) is not permitted. No hosepipes may be left on overnight. No permanent connections are to be attached to any taps. When using a standpipe, due consideration must be given to other Tenants. The Town Council has the right to restrict water supplies during drought periods or as it deems necessary.
- k. The use of any firearms (including shotguns, airguns, and catapults) is not permitted on any Allotment site. Any Tenant found using a firearm will have their Allotment Tenancy immediately revoked.

14. That subject to the Tenant maintaining their allotment to a satisfactory standard, the Town Council will be required to give 1 year's notice from 1st November each year if they require the Tenancy of an existing Allotment plot to be terminated, under the conditions detailed in the Allotment Acts.

15. **Termination of Tenancy**

Any persistent breach of any of these conditions may result in termination of Tenancy by the Council. The Tenancy of an Allotment plot shall, unless otherwise agreed in writing, terminate on the rent day next after the death of the Tenant, and shall also terminate whenever the Tenancy or right of occupation of the Council terminates.

It may also be terminated by the Council by re-entry after one month's notice:-

- (i) If the rent is in arrears for not less than 40 days or
- (ii) If the Tenant is not duly observing the conditions affecting the Allotment plot, or any other term or condition of their Tenancy.
- (iii) The Tenancy may also be terminated by the Council or Tenant by twelve months' notice in writing expiring on either the thirty-first day of May or Twenty-ninth day of November, to accord with growing seasons.

All communications and enquiries regarding allotments should be addressed to Marlow Town Council, Council Offices, Court Garden, Marlow, Bucks SL7 2AG