

2026/2027

Allotment Regulations



MARLOW
TOWN COUNCIL

Allotment Regulations 2026/2027

Adopted: September 2026

A Tenancy Agreement is made between

1. Marlow Town Council, Court Garden, Pound Lane, Marlow, SL7 2AG
2. The Tenant (a single named individual)

By taking the Allotment Plot, the Tenant agrees to rent it and follow the terms and conditions set out below.

The following terms will have the following meanings:

The Allotment Plot	Means an Allotment Plot at the Allotment Site as identified by the Plot number provided by The Council
The Allotment Site	Means the Allotment Site provided by The Council and refers to both Foxes Piece and Hanging Hill sites.
The Cultivated Area	Means a minimum of 75% in area of the Allotment Plot which is cultivated for the production of the allowable crops and the Allotment Plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
The Rent	Means the Rent per year being an initial sum of £8.50 per pole for year 2026/2027. Allotment plots measure between 3 – 8 poles. The Council will review rent annually which is subject to change on the 1st April of each year and The Council will give notice to Tenants of the increase in Rent a year in advance. Rent is paid annually in advance, no full or part refunds given. For year 2027/2028 the rent has been set at £8.75 per pole. If a tenancy commences in January or February, a Tenant will receive a £10 discount of the annual rent. New tenancies commencing in March will be charged a £10 holding fee.

The Council is solely responsible for managing the Allotment Site, and the Tenant is bound by the terms and conditions of this agreement and any Council decisions.

1. Tenancy Provisions

1.1 On accepting the Allotment Plot, the Tenant must complete and return the Tenancy Agreement and pay the rent for the plot to The Council promptly. The rental period will only commence once the Tenant has completed both actions.

1.2 If the Rent has not be paid within 10 days of the agreement being sent, The Council will contact the Tenant, requesting immediate payment. If The Council receives no reply to this communication after 5 days, the Allotment Plot will be deemed vacant, and The Council will re-let the Allotment Plot without further notice.

1.3 The Tenant must reside within the Marlow Town Council boundary or the Marlow Bottom Parish boundary and provide proof of address. If the Tenant moves out of these areas, they must advise The Council immediately and The Council reserves the right to terminate the tenancy forthwith or on the 31st day of March of the day of renewal. Up to three allotment tenants aged 18 or over per household are permitted.

1.4 The Tenant must not sublet, assign or part with possession of the whole or any part of the Allotment Plot tenancy.

1.5 The Tenant must inform The Council immediately of any change of address and or contact details. Failure to do so may result in The Council not being able to make contact resulting in non-payment and ultimately loss of the Allotment Plot.

1.6 The Tenant agrees that any officer of The Council may enter and inspect the Allotment Plot at any time.

1.7 The Tenant must observe and perform any special condition The Council considers necessary to preserve the Allotment Plot from deterioration.

2. Allotment Use

2.1 The Tenant must use the Allotment Plot only for the cultivation of vegetables, herbs, fruit crops or flowers in accordance with Allotments Acts 1908 to 1950 and for personal use by the Tenant and their family or household and no other purpose.

2.2 Where the Allotment Plot backs onto the Tenant's private property the Allotment Plot must only be used as stated in the clause above and must not be laid to lawn or used as an extension to their garden or used to dump any garden waste or other refuse.

2.3 A Tenant must not use the Allotment Plot to grow any produce for commercial purposes or any retail opportunity. Any Tenant found to be growing any plants or produce for resale will be deemed to be operating a business and their tenancy will be terminated immediately.

2.4 The Tenant must not erect any notice or advertisement on their Allotment Plot or within the general Allotment Site.

2.5 Provided the Tenant's 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.

2.6 The Tenant must not keep bees and bee hives on their Allotment Plot for the cultivation of honey. Small bee hotels for the support of solitary bees are permitted.

3.Cultivation

3.1 A Tenant must keep the Allotment Plot tidy and maintained in a good overall state.

3.2 Subject to clause 3.6, the Tenant must keep the cultivated area in full cultivation and fertility throughout the complete growing season and no fallow periods will be permitted. The Tenant must keep the cultivated area in good productive order by the maintenance and improvement of the soil, the growing of crops and the control and prevention of weeds.

3.3 Those parts of the Allotment Plot that are not used for crop production are considered uncultivated areas and should be kept to a minimum. The Tenant must not allow these uncultivated areas to be left to grow wild and such areas must be managed. Boundary and internal plot paths are included within this.

3.4 If the Tenant leaves the Allotment Plot cleared of weeds, yet it remains uncropped or unplanted during any one year, then The Council will consider the Allotment Plot to be uncultivated.

3.5 The Council understands that taking on an Allotment Plot is a big commitment. The Council recognises every Tenant has their own personal circumstances that impact on and can influence their ability to attain full cultivation. If the Tenant cannot commit the time necessary and is finding it difficult to maintain their plot, they must inform The Council at the earliest opportunity.

3.6 A new Tenant must commence cultivation of the cultivated area as soon as possible following acceptance of a new plot. The new Tenant is expected to have 25% of the cultivated area fully cultivated and planted or ready for planting within one month of the date of this agreement. The Council will expect the Tenant to achieve full cultivation of the cultivated area after three months following the date of this agreement. (The Council has discretion to extend

this period depending on the condition of the plot taken over). During this period the Tenant must demonstrate continuous progress towards full cultivation of the cultivated area.

4. Boundaries, Gates, Paths and Car Parks

4.1 The Tenant must keep the Allotment Plot clearly defined. The Tenant is strictly prohibited to extend the size of their allotment plot into the existing boundary paths. The Tenant must display the plot marker in the position it has been placed by The Council to allow for easy identification of the Allotment Plot.

4.2 The Tenant will keep an allotment plot boundary free of any obstruction including refuse, metal, glass, stones, overhanging trees, hedges and or crops. All Tenants must jointly, with their neighbours, mow boundary paths and keep them fully accessible.

4.3 The Tenant must not erect fences on the boundary of their Allotment Plot that exceed 4 feet in height and fences must not comprise of razor wire or barbed wire or corrugated metal.

4.4 The Tenant is advised that any vehicles parked on the Allotment Site, where parking is available, are left at the owners' risk. The Council will not accept any responsibility for theft from or accident to or damage caused by or to a vehicle parked on an Allotment Site. Vehicles must not be parked where they obstruct other vehicle users and must allow pedestrians to pass.

4.5 A maximum speed of 5MPH is permitted on Allotment Sites.

5. Sheds and Other Structures

5.1 The Tenant must not erect buildings or structures of any kind, other than detailed below. Where pre-existing older structures exist on an Allotment Plot then their replacement must be in accordance with the clauses below.

5.2 A Tenant can erect a small shed measuring a maximum of 12m² for the sole use of storage connected to the cultivation of an Allotment Plot. The shed must be new or in good condition and be placed on a removable base such as timber bearers or concrete slabs. Installation of gutters to collect rainwater from shed roofs is encouraged and at least one water butt should be included for rainwater harvesting.

5.3 A Tenant can either erect a greenhouse at a maximum size of 15m² or a polytunnel at a maximum size of 30m² but not both. It must be new or in good condition, contain no glass.

5.4 The Tenant must maintain and secure any structure in a satisfactory and safe manner. The Council will not accept any responsibility for such structures, or their contents.

5.5 Structures remain the property of the Tenant and can be removed when the tenancy is ended. The Council may agree to leave a structure in situ assuming it is in good general condition and has a reasonable lifespan, otherwise it will be the responsibility of the Tenant to remove it. Failure to remove a dilapidated structure (unless proven to pre-exist tenancy) may result in The Council seeking costs to remove.

6. Trees

6.1 The Tenant may only plant fruit trees and bushes and other crops requiring 12 months or more to mature, that do not exceed a height of 2.4 metres (10ft) when fully grown and must not overhang footpaths or shade any other plot. The Tenant agrees that The Council can request the removal of any such planting that it considers in contravention of this clause.

6.2 Large trees such as walnut, conifers or other large varieties of ornamental trees are strictly prohibited. The Tenant agrees that The Council can request the removal of any such planting that it considers in contravention of this clause.

7. Water

7.1 Water is supplied at Allotment Sites by The Council and the Tenant may use water for irrigating their crops only. Water must be used sparingly. A Tenant is encouraged to install water butts to collect rainwater.

7.2 Hosepipes may be used (subject to hosepipe bans). Hoses must be held in the hand at all times and must not be left unattended. The use of sprinklers is not permitted. No permanent connection attached to a tap is permitted. The Council has a right to restrict water supplies as it deems necessary.

7.3 Any watering point provided at Hanging Hill and Foxes Piece Allotment Sites is **not** considered suitable for drinking.

8. Bonfires

8.1 Bonfires are **not** permitted at any time on Hanging Hill or Foxes Piece Allotment Sites by Marlow Town Council unless agreed for a specified period of time with the Allotment Association and for which burnt material is only permitted within a suitable incinerator to contain the fire. The Tenant must ensure that:

- The fire is in a clear area at least 10 metres from any property.
- Only organic material generated from the plot may be burnt and only when it is completely dry.
- Any smoke does not cause nuisance to surrounding neighbours or other Tenants (being mindful of wind direction and not lighting fires if smoke is blown over adjacent property).
- The fire is attended to at all times.
- There is suitable means of extinguishing the fire at hand for immediate use.

- The fire is extinguished at least one hour prior to leaving the site.
- The fire is extinguished immediately if asked to do so by any member of Marlow Town Council staff or an Allotment Association Committee member.

8.2 In the event that complaints are received regarding nuisance from bonfires and/or resulting smoke from the site, then The Council reserves the right to prohibit all burning on both Hanging Hill and Foxes Piece Allotment Sites.

8.3 The Tenant shall be liable for any legal action arising from any nuisance caused and the Tenant will be held responsible for any financial outcome.

9. Dogs

9.1 A Tenant bringing a dog(s) to Allotment Sites must keep it/them on a lead and under control at all times. Only well behaved and quiet dogs should be brought to an Allotment Site. The Tenant must remove all dog excrement from an Allotment Site.

9.2 In the event that Tenants don't follow the rules, The Council reserves the right to prohibit dogs from the Allotment Sites.

9.3 The Tenant will be responsible for any damage caused by their dog or any claims arising.

10. Waste Material and Pollutants

10.1 Organic waste should be composted in properly constructed compost heaps.

10.2 There are no facilities on Allotment Sites for the disposal of non-organic waste and it is to be removed by the Tenant.

10.3 The Tenant must not fly tip or dump illegally any material on an Allotment Plot or other part of an Allotment Site. A Tenant found to be doing this will have their tenancy terminated immediately and enforcement action for fly tipping may be taken.

10.4 Tenants must not bring onto Allotment Sites any polluting materials such as foam backed carpet or underlay, tyres and asbestos (or other such items that may be considered contamination). This will be treated as illegal disposal of waste. A Tenant finding asbestos on any Allotment Plot or on the Allotment Site should notify Marlow Town Council immediately.

11. Theft, Security, Safety

11.1 The Tenant must lock the allotment gate on entering and leaving the Allotment Site, re-securing the combination lock and the code scrambled and must not leave it unlocked on the gate. The Council reserves the right to change the code and will inform Tenants by email or phone call. The code may not be given to any external contractors or visitors to the sites.

11.2 The Council has the power to expel, without notice and without compensation, a Tenant proven to have stolen any item from an Allotment Site or to have caused wilful damage to any plot or structure on an Allotment Site. The Tenant will immediately, when aware, report to the Police any incident of theft or criminal damage on an Allotment Site and notify The Council.

11.3 The Tenant must ensure that potentially dangerous materials such as broken glass and sharp metal does not present a hazard or cause injury to anyone entering the Allotment Site or their Allotment Plot. Such items must be removed from the Allotment Site immediately.

11.4 The Tenant must keep in a safe condition any structure (shed, fruit cage, compost bin Etc) on their Allotment Plot and in particular remove and dispose of any wood with protruding nails.

11.5 If the Tenant brings children to an Allotment Site, the Tenant must supervise them at all times to ensure that they are safe and do not cause a nuisance to other plot holders. Children are not permitted onto other Allotment Plots without the prior permission of that Tenant.

11.6 The Tenant has a duty of care to themselves, visitors and any person that may be on the Allotment Site whether officially or not.

11.7 A Tenant must not enter another Allotment Plot unless having been invited to do so by its Tenant.

11.8 Firearms are not permitted on an Allotment Site (including shotguns, airguns and catapults). Any Tenant found with a firearm or using a firearm will have their tenancy immediately revoked and the Police will be notified.

12. Tools and Machinery

12.1 Tools must not be left out on Allotment Plots. The Tenant must place all gardening tools within their shed when not in use or remove them from an Allotment Site.

12.2 Tenants using machinery on an Allotment Site must comply with manufacturer recommendations for its use and consider the safety of other plot holders. Use of such machinery is at the Tenants own risk. Use of specialist equipment such as chainsaws that require certified training for their use are not permitted.

12.3 No petrol, diesel fuel or compressed gas canisters are to be stored on an Allotment Plot or on an Allotment Site

13. Manure and wood chippings

13.1 The Tenant uses any manure or wood chippings at the Allotment Site at their own risk. It is recommended that gloves are used when handling manure and wood chippings. The Council will not accept liability for any injury or other problems arising from the use of manure or chippings.

14. Chemicals

14.1 Tenants may only use products available from garden and horticultural suppliers for the purposes of controlling pests, diseases and vegetation on their Allotment Plot and must be applied as per the official instructions/guidelines of the manufacturer.

14.2 Only horticultural chemicals are permitted to be stored at Allotment Sites and should be stored securely.

14.3 Marlow Town Council strongly advise Tenants against the chemical control of weeds and request that such use is kept to a minimum.

15. Allotment Inspections

15.1 An Officer of The Council may at any time enter an Allotment Plot and will be responsible for determining breaches of the Allotment terms and conditions.

15.2 Plots will be inspected regularly, and correspondence will be sent to any Tenant who is not complying with these terms and conditions.

If an outcome of an inspection determines, the Allotment Plot is not being cultivated, a Notice of Non-Cultivation will be issued by email, giving the Tenant 21 days to act. A further inspection will take place after 21 days and if no improvement is found, a Notice of Termination will be issued giving the Tenant 28 days to remove all personal possessions and rubbish and any structures deemed unsafe by The Council and will subsequently be re-let.

15.3 A Tenant who refuses to comply with any of these terms and conditions, will have their tenancy reviewed by The Council and the tenancy may be terminated.

16. Termination of Tenancy

16.1 On the death of a Tenant, the tenancy will terminate automatically. The Council may at its absolute discretion enter into a new tenancy with any heir or successor of the Tenant.

16.2 The tenancy may be terminated by either party by giving notice in writing.

16.3 The tenancy may be terminated by The Council in writing giving at least 12 months' notice in writing expiring on the 31st March or 31st October to accord with growing seasons. This overrides any different contractual provisions, in line with the Allotments Acts.

16.4 The tenancy may be terminated by The Council if:

- The Tenant is in rent arrears of not less than 40 days.
- The Tenant has not remedied a breach of the terms of this agreement within 28 days of written notice to do so.
- A breach of the terms in this agreement cannot be remedied.

17. Notification to Tenants

17.1 Any notification by The Council to Tenants will be issued

- By email to their last known email address
- If a Tenant doesn't have an email address, the notice will be posted out by 2nd class post to the last known address.

18. Behaviour

18.1 The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other Allotment Plot or behave in a bullying or harassing, threatening or racist manner. Such behaviour will not be tolerated. Complaints of adverse behaviour are to be reported to The Council in writing. The Police should be advised of any incident that is considered racist.

18.2 The Tenant agrees that any disputes between plot holders at an Allotment Site, which cannot be resolved by mutual agreement, should be referred to The Council for a decision, which is final.

18.3 A Tenant using physical or verbal abuse or threatening behaviour in response to a lawful action by a member of The Council will be evicted from an Allotment Site with immediate effect and their tenancy agreement terminated.

19. Other Restrictions

- A Tenant must not enter an Allotment Site before 6am and must leave by dark.
- A Tenant must not use the Allotment Plot or Allotment Site for residential purposes or sleeping overnight
- A Tenant must not cut, prune or trim any mature trees outside of their own Allotment Plot at an Allotment Site without the written permission of The Council or sell or take away mineral, gravel, clay or sand
- A Tenant must notify The Council of any large vehicle arriving on site. The wheels of a truck visiting an allotment site should sit within the road tracks at all times.
- A Tenant must not interfere with, trap, harm or intentionally remove wildlife on an Allotment Site. This includes birds, mammals, amphibians, reptiles, insects and other wild species present.
- The growing and use of illegal substances on the Allotment Sites is strictly prohibited.