



MARLOWTOWNCOUNCIL

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

TENANCY CONDITIONS: FOXES PIECE AND HANGING HILL ALLOTMENT SITES

Draft – March 2016

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 1st November each year. Information concerning present rents of allotments can be obtained from the Town Clerk at the above address.
2. Rent is payable on the 1st November each year. **If rent has not been received by the Town Council by the 30th November 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 September or October in which case no rent will be payable until 1st November.
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 October of the year of renewal.
5. A key to the Allotment gates will be supplied at the commencement of Tenancy at a charge of £7.00. A replacement key may be supplied on similar terms. The Town Council reserve the right to change the locks and keys as required and to vary the amount of deposit in relation to the increased costs.
6. The Tenant shall be responsible for the conduct of any people, children or animals entering the Allotment site with the Tenant's consent.
7. Dogs or any other animals accompanying their owners to the Allotment site must be kept on leads and under their owners' control at all times.
8. 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.
9. Tenants shall not underlet, assign or part with the possession of the Allotment plot
10. 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.
11. **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 in order to preserve the Allotment plot from deterioration, and of which notice to applicants for Allotment Tenancies is given.

12. **Special Conditions**

- a. All Tenants must carefully note that each Allotment plot must be wholly or mainly cultivated for the production of vegetables, fruit, flowers or herbs for consumption or use by the Tenant or their family and friends, and must not be used for trade or business purposes.
- 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 also 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 or small animals will require the written consent of the Council. Plans and details etc. must accompany any request to the Council for such consent.
- d. Maintenance of boundary paths. All Tenants must properly and jointly with their neighbours mow the grass of paths adjoining their plots. Paths must be kept free of debris at all times, and are to be maintained at or restored to 1 metre in width.
- e. Lighting of bonfires must be confined to the Tenants plot only, and to the type of materials which will burn readily in one day. Bonfires must always be under the control of the Tenant, who must not leave the site whilst the fire is still live. Between 15th May and 15th September, bonfires are restricted to weekdays only between 6pm and 8pm. Tenants must not cause a nuisance through smells or drifting smoke to other Tenants, to adjacent householders or to pupils and staff at the nearby school. Tenants who cause a nuisance by lighting bonfires are not only in breach of these Tenancy Conditions, but are also contravening external legislation which is enforceable by Wycombe District Council.
- 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.
13. 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.

14. **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 six months' notice in writing expiring on either the thirty-first day of May or Twenty-ninth day of November, to accord with growing seasons.

15. **The Triangle Project**

The Triangle Allotment Tenancies are subject to the following additions to the Tenancy Agreement:

- (i) Only approved organisations that serve persons with disabilities and health problems are eligible for tenancy at the Triangle.
- (ii) A supervisor or representative of the organisation must accompany all persons on site at all times, and are responsible for their safety when on site.
- (iii) The maximum number of persons allowed on site per group at any time is 8; including any supervision
- (iv) Valid proof of Employers Liability must be supplied to Marlow Town Council by each organisation
- (v) Communal shed – The shed and its contents are for the shared use of all Triangle tenants
- (v) The annual fee for each tenant is £5.00; renewals reminders will be issued in October of each year.

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