

**ALLOTMENT TENANCY TERMS AND CONDITIONS**  
**ALLOTMENTS ACT 1908 – 1950**

1. **INTERPRETATION OF TERMS AND CONDITIONS**

Throughout these terms and conditions the expression “the Council” shall mean Bletchley and Fenny Stratford Town Council and includes any Committee of the Council or any allotment managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972.

2. **DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF ALLOTMENT GARDENS**

Allotments may be let at the discretion of the Council to any suitable applicant residing in the Borough of Milton Keynes.

3. **RENT**

The rent payable for each plot during the first year of the tenancy shall be such sum as may be notified in writing by the Council to the tenant before the commencement of the tenancy. Thereafter, the rent for each plot shall be such a sum, as the Council shall fix from time to time. Any varied rent shall become payable from 1<sup>st</sup> October in any year, provided that notice of such varied rent shall be given by the Council not later than the 1<sup>st</sup> day of July in any year and provided further that if the tenant shall be unwilling to accept such varied rent he may serve a counter notice on the Council not later than one month from the date of service of the Council's notice which the said counter notice shall have the effect of terminating the tenancy of the allotment with effect from the 1<sup>st</sup> day of October immediately following. Rent is initially calculated pro-rata from the start date of the tenancy until the end of the season. The minimum pro-rata rate is £5.00. No discount is allowable on the pro-rata rate. The annual allotment rent bill shall be paid within 30 days of receipt. If a tenant does not pay on time, the tenancy may not be renewed or discount ceased. No discount shall be allowed on overdue accounts. Tenants experiencing difficulties should contact the Town Council. Any change in tenant circumstances, that may affect rental, must be communicated immediately to the Town Council.

4. **GENERAL CONDITIONS UNDER WHICH ALLOTMENT GARDENS ARE TO BE CULTIVATED**

**The tenant of an allotment garden shall comply with the following conditions:**

- (i) Shall keep the allotment garden clean and tidy and in a good state of cultivation and fertility and good condition. Hessian backed carpet may be used temporarily to suppress weeds but it must be disposed of once it has served the purpose. Shall not cause nuisance by non-cultivation and neglect. Charges may be levied.
- (ii) Shall start to cultivate the plot within two months of accepting the tenancy.
- (iii) Shall not trespass onto occupied plots, cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any headways or ridings set out by the Council for the use of the occupiers of the allotment garden.
- (iv) SHALL NOT, LET OUT, ASSIGN, OR PART WITH POSSESSION OF THE ALLOTMENT GARDEN, OR ANY PART OF IT, WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
- (v) Shall not, cut or prune any timber including Council planted trees, or take, sell or carry away any mineral, gravel, sand or clay without the written consent of the Council.

- (vi) Shall not excavate soil for a pond or erect any building on the allotment garden without the written consent of the Council. Permission for a greenhouse, polytunnel or henhouse is granted on the understanding that the structure be completely removed from site by the applicant on termination of the tenancy. Sheds may be left on the plot for the next tenant. Maximum permitted size for a shed is 6' x 7'. The maximum permitted size for a greenhouse or a polytunnel is 10' x 8'. The Council are not responsible for such buildings. Use of concrete is not permitted on the allotment garden.
- (vii) Shall not use barbed wire for a fence adjoining any path set out by the Council for use of the occupiers of the allotment garden.
- (viii) Shall, as regard the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land. Use of allotment land for 'trade' or 'business' is prohibited. Allotment gardens should be used mainly for the production of vegetable or fruit crops. A proportion of the plot may be used to grow cut flowers.
- (ix) Shall observe and perform any other special conditions, which the Council consider necessary to preserve the allotment garden from deterioration and of which, notice to applicants for the allotment garden is given in accordance with these rules.
- (x) Shall not plant fruit trees, bushes or canes, likely to be detrimental to the allotment garden. Planting within five feet of the boundaries of the allotment garden in the case of soft fruit and within ten feet of such boundaries in the case of cane fruits. Permission for more than two fruit trees must be applied for in writing and all fruit trees should be of dwarf rootstocks (M.27, M.9, M.26 or M106) and preferably trained as espaliers or cordons. Plan thoughtfully before planting a tree.
- (xi) Shall not deposit or allow other persons to deposit any refuse/garden waste or place any such matter in the hedges, ditches or dykes situated in the allotment field of which the allotment forms part, or on adjoining land.
- (xii) Shall not place any refuse/garden waste on any vacant or tenanted plot or allotment car park or ridings, unless prior permission has been given.
- (xiii) Shall take proper precautions when using chemical sprays or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops or the environment.
- (xiv) Shall not bring vehicle tyres onto the allotment garden for use in cultivation or any other purposes.
- (xv) Shall not cause to be brought into the allotment field any dog, unless the dog is held on a leash and confined to tenant's own plot for the duration of stay and not allowed to stray off. The owner is liable for any damage or nuisance caused by the dog.
- (xvi) Shall not keep chickens or any other livestock or honeybees, on the allotment without the written consent of the Council. Cockerels are not permitted.
- (xvii) Shall not drive motor vehicles on other than the main ridings and then only for delivery of manure, compost or other fertilisers and collection of produce. Do not obstruct the ridings by any motor vehicle or cart. Do not drive on grass ridings when the ground is wet to avoid causing ruts. Such damage must be repaired by the tenant/s responsible.
- (xviii) Shall not siphon water from any adjoining canal.
- (xix) Shall not attach a hosepipe to the water points on the allotment. Hosepipe use is not permitted. Use mains water sparingly. Water butts, fitted with a lid, are encouraged for collection of rainwater.
- (xx) Shall not use water from any of the water points on the allotment for car washing or for any other purpose other than for irrigation of the allotment garden.

- (xxi) Shall upkeep the paths and boundaries between plots. The minimum width for headways (pathways between plots) is 24 inches. Plot numbers must be displayed on the marker posts supplied and staked firmly in the left hand corner of the plot.
- (xxii) Shall not snare, trap or poison any vermin, bird or wild animal. Contact the Town Council to arrange for professional advice or the services of Milton Keynes Council's Pest Control Department.
- (xxiii) Shall not use chainsaws without written consent from the Council.
- (xxiv) Shall not remove or take any crops or possessions from any plot, without the permission from the Town Council or the paying tenant. To do so without permission is theft and a criminal offence. All incidents of theft must be reported to the Police on telephone: 0845 8505 505 and the Town Council on telephone: 01908 649469

5. **TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN**

The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the annual rent day next after the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. The Council may also terminate it 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 rules affecting the allotment garden or any other term or condition of the tenancy, or if the tenant shall be convicted of theft from an allotment site, or after one month's notice on account of the allotment being required for any purpose other than agriculture for which it was acquired by the Council or for any building or engineering works in connection with such purpose and upon such termination, the tenant shall not be entitled to any refund or rent paid in advance but shall remain liable for rent to the date of re-possession by the Council.

The tenancy may also be terminated by the Council or tenant either by twelve month's notice in writing expiring on or before the 6<sup>th</sup> day of April or on or after the 30<sup>th</sup> day of September in any year or in accordance with Clause 3. In the event of a tenancy being terminated upon a conviction as mentioned above, the tenant so convicted, shall not hold a further tenancy of an allotment at any time thereafter. Upon termination of a tenancy by either the tenant or by the Council, plots must be cleared of personal belongings including any greenhouse or polytunnel, henhouse or beehive, broken glass, metal or plastic and litter, in readiness for the next tenant. If necessary, the Council are entitled to levy a clearance charge of upwards of £50.00. Allotment keys must be returned to the Town Council.

6. **DISPUTES**

Should any dispute arise between allotment holders or outgoing and incoming tenants, the same to be referred to the Council's Finance and General Purposes Committee whose decision shall be final.

7. **SERVICE OF NOTICES**

Any notice may be served on a tenant either personally or by leaving it at the last known place of abode, or delivered by registered letter addressed to him there or by fixing the same in some conspicuous manner on the allotment garden.

8. **NOTICES TO BE GIVEN FOR LETTING OF ALLOTMENT GARDENS**

The Council shall give public notice by whatever means they shall consider most expedient, setting forth particulars as to any allotment gardens they propose to let. Such notice shall specify the allotment gardens to be let, the rent to be paid for the same, the address to where applications for letting are to be made and the last day for receiving applications. If the tenant is to pay for tenant right or compensation for improvements this fact and the amount shall be stated in the notice, if ascertained at the date of giving notice.

9. **CONDITIONS AS TO LETTING OF THE ALLOTMENT GARDENS**

In letting an allotment garden for which there are two or more applicants who are in the opinion of the Council eligible to become tenants and able to keep the allotments in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment garden.

10. **AGREEMENTS FOR LETTING**

An agreement for letting an allotment garden may be signed by the Council's Finance and General Purposes Committee or any other Officer of the Council duly authorised

11. **POWER TO INSPECT ALLOTMENT GARDENS**

Any Member or Officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the state and nature of cultivation of the plot.

12. **CHANGE OF ADDRESS**

The tenant shall give notice in writing to the Town Clerk or the Council's Finance and General Purposes Committee of any change of address within 28 days of such change.

13. **BONFIRES**

The guidance notes below may be of assistance particularly in respect of fire hazards and smoke nuisance caused by bonfires:

Composting or use of Milton Keynes Council's Green Waste Service is preferable to burning. If burning is the only option then woody cuttings etc., unsuitable for composting, should be thoroughly dried before burning to produce a quick, hot fire with minimum smoke. Do not leave a bonfire to smoulder unattended. Douse embers with soil or water. Do not use dangerous, toxic or combustible liquids such as petrol or diesel. Avoid lighting a bonfire in unsuitable weather conditions – smoke hangs in the air on damp, still days. If it is windy, smoke may be blown into gardens or onto public highways. An alternative to burning is to take the garden waste/refuse to one of the Milton Keynes Council's Civic Amenity sites, free of charge, situated throughout the Borough at the following venues:-

Crawley Road, Newport Pagnell  
Newport Road, New Bradwell  
Chesney Wold, Bleak Hall

Under Section 16 of the Clean Air Act 1956, a smoky bonfire could be actionable. If the Local Authority is satisfied that a nuisance has occurred and, even though it has temporarily ceased, it is likely to recur; the Authority may apply to the Magistrate's Court for a Nuisance Order. The penalty for contravention of Section 16 of the Clean Air Act could result in a fine up to £2,000 and a daily penalty up to £50 if the offence is repeated following an earlier conviction. An actual Byelaw does not exist in this Borough that permits bonfires between certain hours. However, to avoid the nuisance of continual burning from allotments and to provide a respite period for both local residents and allotment tenants, the Council advocate that bonfires be limited to weekday afternoons only, from 16:30 hours (4:30pm). No bonfires please on weekends or public holidays. A free bonfire information leaflet is available on request.

#### 14. **SAFETY**

All tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the allotment garden are responsible for their safety and must ensure that they observe the rules contained in the Allotment Terms and Conditions. Parents/guardians must ensure that children remain on your plot for the duration of the stay and unaccompanied by an adult at all times.

Please be aware of the following potential hazards to children:

- Water butts
- Ponds
- Stinging insects (wasps, bees)
- Power tools and gardening implements
- Risk of infection from organic manure and livestock
- Storage and use of toxic or flammable chemicals (pesticides/ herbicides etc)
- Broken glass
- Specific local hazards from rats (Weil's Disease / Leptospirosis)
- Stinging/poisonous plants (nettles, deadly nightshade, toadstools)
- Bonfires

#### 15. **TENANCY SHARING**

Permission to share a plot with a group of people must firstly be discussed with the Town Council. The principal tenant of the group will sign two copies of the Acceptance letter agreeing responsibility for the plot and the group. Each member of the group will also be required to provide their details and sign to agree to work the plot according to the Allotment Tenancy Terms and Conditions. Should the principal tenant move away or wish to appoint another member of the group to take over, they should contact the office immediately. Should any one person in the group break the Tenancy Terms, the whole group will be held responsible and termination rules will apply. The group will be responsible for clearance of the plot and the principal tenant will be responsible for the return of the allotment key/s.

#### 16. **PUBLIC LIABILITY INSURANCE**

Once an allotment plot has been accepted by a tenant, the tenant becomes responsible for the public liability insurance for that plot. Tenants are recommended to seek professional advice to the level of insurance cover necessary and thereafter to review the level of insurance cover on a regular basis.

### **USEFUL INFORMATION**

Plots are measured and priced in poles  
1 pole = 4.95 metres    1 sq pole = 25.3 sq meters  
1 pole = 5.50 yards    1 sq pole = 25 sq yards

#### Site Categories:

Pinewood Drive            = C  
Larch Grove                = C  
Manor Farm                 = B