



Terms and Conditions

1 Rent

The council will advise the tenant as to the annual amount to be paid for each individual plot no later than 30 days prior to the rent due date. The rent is specific to each plot and is calculated in line with our charging policy (£0.30 per square metre).

Payment of the allotment rent shall be made within 30 days of the date of the rent renewal notice and payment shall be made in accordance with the instructions detailed within the renewal pack. Failure to pay within the specified time limits may result in termination or a refusal to renew the tenancy. **Any relevant change in tenant circumstances (e.g. change of address) must be communicated immediately to the Town Council.**

Rent may periodically come under review, in which case the tenant will be notified no later than the 1st of July in any year. The tenant then has the option of terminating the tenancy.

2 Plot Markers and Plot Borders

Plot markers must be displayed on the marker posts supplied by the Council and staked firmly in the left hand corner of the plot and must remain visible at all times.

Neighbouring plot holders will have a shared responsibility for keeping any path between their plots clear and well maintained. Where plots run parallel to each other and where there is a grass path between plots, the plot holder to the right side of the path shall be responsible for the mowing of this path.

3 Cultivation

The Tenant will keep the allotment garden clean and tidy and in a good state of cultivation and condition. They shall not cause nuisance by non-cultivation and neglect. Non-compliance with this will result in Tenant receiving a written warning, if after four weeks from the date of the written warning no improvement is found this will result in the Tenant/s eviction from the site.

The Tenant must start to cultivate the plot within a month of accepting the tenancy. The Tenant shall have 1/4 of the plot under cultivation within 3 months and at least 3/4 after 12 months and thereafter.

The Tenant shall not trespass onto occupied plots, cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any ridings/paths.

Shrubs including fruit bushes must be kept under control and not cover more than 25% of the area of an allotment. They must not overshadow adjoining allotment plots, or overhang boundaries or encroach on pathways.

4 Prohibited Activities

The tenant shall not:

- i Use concrete, asbestos, carpet or underlay on the allotment garden
- ii Attach hosepipes to the water points on the allotment or use hosepipes for irrigation of crops or extract water from the public waterway.
- iii Drive on grass ridings when the ground is wet. The ridings will be closed from 1st November to 31 March and must not be driven on during this period. If grass is damaged by such driving the Council will recover the cost of any repairs from tenants. (The ridings may only be used by vehicles for the delivery and collection of materials and produce)
- iv Park vehicles on the allotment site except in designated parking areas if available
- v Make use of chainsaws on the allotment site
- vi Erect any new structures including fences, buildings and glass houses on the allotment plots. Sheds and poly tunnels may only be erected if the Council has granted permission. All requests must be sent to the Council in writing.
- vii Bring building materials or other bulky items to their plot that cannot be easily removed should the tenancy be cancelled.
- viii Sub-let allotment gardens
- ix Bring any waste products onto the allotment site, only items grown on the allotment plots can be placed in your compost bin.

5 Safety

The tenant is responsible for his/her own safety and shall take proper precautions when on the allotment field to maintain a safe environment for all tenants. Proper precautions shall be taken when using chemicals, insecticides or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops or the environment.

The tenant is responsible for the safety of his/her possessions. The Council shall have no liability for the loss or damage of items brought on to the site.

Dogs must not be brought onto any part of an allotment site unless kept on a lead and under proper control at all times. Dogs may only be in common areas on their way to or from the owner's plot, otherwise they should be confined to the owner's plot.

Any faeces deposited while on the allotment site shall be removed by the dog's owner.

From time to time wild bees and wasps build nests on allotments. The council does not provide a service to dispose of these for plot holders, removal will be the responsibility of the tenant. Such nests found on the communal areas of the allotment site will be removed by the council's contractor.

Bonfires are prohibited except on weekday afternoons from the hours of 16.30 onwards and some Saturday mornings during the year between 10 am and 12 noon (weather permitting). Dates for Saturday bonfires will be provided by the Council and displayed on the Notice Board. All fires must be supervised at all times by the tenant and fully extinguished before the tenant leaves the site.

The tenant **must** lock the gate/s to the allotment field on entry and exit and keep the gate locked at all times including when working on their plot. The code to the gate must not be shared with anyone.

Parents and guardians must ensure that children remain on their plot and are accompanied by an adult at all times.

The tenant is responsible for the behaviour of all those people they invite onto their allotment garden throughout their visit.

The tenant shall ensure that no materials which could attract rats, mice or other vermin are left on the allotment plot or in the shed and shall notify the Council immediately if vermin are sighted. The Council has a programme in place to deal with rats, please do not touch any traps you see around the allotment site.

6 Sub-letting and Tenancy Sharing

Subletting and tenancy sharing is not permitted. If the tenant is incapable of cultivating due to illness, holiday or other reasons the tenant must notify the Council in writing. All other changes in circumstances must also be reported in writing to the Council.

7 Cancellation/Termination

If you wish to cancel your tenancy, please let the council know as soon as possible so we are able to re-let the plot should we have others waiting. Allowing plots to become overgrown means additional cost to the council to put right and prepare to re-let.

On cancellation or termination, all items on the allotment plot should be removed by the leaving tenant within two weeks. All structures should be removed unless permission has been granted to leave on the plot by a Bletchley and Fenny Stratford Town Council officer. The plot should be left free of anything but vegetation.

The swapping of plots will only be considered where the plot holder has requested a plot of a significantly different size i.e. downsizing or upsizing.

Failure to comply with these conditions and the conditions in the Tenancy Agreement will result in termination of your tenancy and notice to quit.