



OLNEY TOWN COUNCIL
ALLOTMENTS ACT 1908 – 1950
TENANCY CONDITIONS

1) INTERPRETATION OF TERMS

Throughout these conditions, the expression “the Council” shall mean Olney Town Council.

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 Town of Olney.

No tenant will have the right to more than one 5 pole allotment. If a tenant is permitted to have more than one allotment, the Council may give 12 months’ notice if the allotment is required for a new tenant. This will be enforced when there is a waiting list.

The tenant must reside within one mile of the outer boundary of the allotment authority. If a tenant is permitted to reside outside this boundary, the Council may give 12 months’ notice if the allotment is required for a new tenant who lives within the boundary.

3) RENT

The rent for each plot shall become payable, in advance, from 1st October in any year, the sum to be notified in writing by the Council to the tenant. The rent for each plot shall be such sum as the Council shall fix on an annual basis.

With effect from 1st October 2025 any new plot will be charged a £50 deposit. This will be repaid after a final inspection when vacating the plot.

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 in a good state of cultivation and fertility and in good condition. Cultivation must cover a minimum of 60% of the growing area.
- (ii) Shall not cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of the occupiers of the allotment garden, or the paths which divide individual plots.
- (iii) Shall keep all paths adjacent to their allotment clean, mown and free from weeds and obstructions.
- (iv) Shall not place any carpet, artificial grass, or any synthetic materials on any allotment areas, with the exception of temporary plastic sheeting for the suppression of weeds.
- (v) Shall not sub-let or assign, to another person, any part of the allotment.
- (vi) Shall not keep bees, poultry or other livestock on the allotment holding.
- (vii) Shall not deposit, or allow other people to deposit, any rubbish in the hedges, ditches or access roads to the allotment field or on adjoining land.
- (viii) Shall not cause to be brought into the allotment field any dog unless the dog is held on a leash.
- (ix) Shall not drive motor vehicles on other than the main ridings. Shall not obstruct the riding by any motor vehicle or cart.
- (x) Shall preserve and maintain the paths and no rubbish shall be strewn or burnt on them.
- (xi) Shall not plant any trees with the exception of small fruit trees or cordons.
- (xii) Shall remove weeds before they go to seed and become a nuisance to other plot holders.
- (xiii) Environmental and sustainable practices to be employed on the allotment plots including minimised targeted use of weedkillers on pervasive weeds.
- (xiv) Shall not use electric water pumps.
- (xv) The use of ICBs (Internally Bunded Containers) and water butts is encouraged.

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.

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 28 days; or

(ii) If the tenant is not duly observing the Rules affecting the allotment garden or any other term or condition of his/her 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 period 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 by twelve months' notice in writing. 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.

The tenancy may also be terminated by the Tenant by one month's notice in writing.

6. SERVICE OF NOTICES

Any Notice may be served on a Tenant either by email or personally or by leaving it at his/her last known place of abode, or by registered letter addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden.

7. SPEED RESTRICTION

Tenants should observe the speed restriction of 5mph on the allotment field and the roads around them.

8. POWER TO INSPECT ALLOTMENT GARDENS

Any Member or Officer of the Council shall be entitled at any time to enter and inspect any allotment garden.

Inspection of all the allotments takes place three times a year. If an allotment does not appear to have been tended Olney Town Council will contact the Tenant twice, if deemed necessary to contact the Tenant a third time notice will be served to terminate occupancy of the allotment.

9. CHANGE OF ADDRESS

The Tenant shall give notice to the Council of any change in his/her postal and email address.

10. BONFIRES

Bonfires are no longer permitted.

As an alternative to bonfires, garden refuse can be taken to the Milton Keynes Council's Civic Amenity site situated at Crawley Road, Newport Pagnell.

11. SHEDS AND OTHER STRUCTURES

- (i) The tenant shall not, without the written consent of the Council, erect any building on the Allotment Garden. The recommended maximum sizes of buildings are as follows, Shed 4.32 square meters, Greenhouse 15sq meters, poly tunnel 30sq meters.
- (ii) The tenant shall ensure the building is kept in good order and shall be responsible for the removal of any building other than sheds and greenhouses. Any Tenant removing a building is to remove it completely from the site.
- (iii) Safety glass is recommended, although consider other substitutes such as polycarbonate, Perspex or other alternatives may be use in any permitted structures.