

DATED «GeneratedDate»

# BCP COUNCIL

- and -

«Tenant»

# AGREEMENT

for the tenancy of Plot No «PlotID»  
«SiteName» Allotments. Poole

Environment  
BCP Council  
Hatchpond Road Depot  
Poole  
Dorset  
BH17 7LQ

**THIS AGREEMENT** is made the «DateLet»

**BETWEEN BCP COUNCIL** of Town Hall Bourne Avenue Bournemouth BH2 6EB ("the Council") (acting by LARRY AUSTIN its Director of Environment duly authorised in that behalf) of the one part and «Tenant» of «Address1», «Address2», «Address3», «Town», «County» «PostCode» ("the Tenant") of the other part

**AS WITNESS** the hand of Michael Parkinson for and on behalf of the Council and the hand of the Tenant the day and year first before written

**SIGNED** by the said **MICHAEL JOHN PARKINSON**, Environment, BCP Council

\_\_\_\_\_

I have read and understood the attached Allotment Agreement terms and conditions.

**SIGNED** by the said \_\_\_\_\_

**in the presence of:**

**Witness:**

Signature.....

Full name.....

Address.....

.....

.....

.....

Occupation.....

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# Allotment Plot Agreement Terms & Conditions

## WHEREAS:

A) The Council provides a number of allotments throughout Poole pursuant to the provisions of the Allotment Acts 1908 to 1950

B) Pursuant to section 23(1) of the Smallholdings and Allotment Act 1908 the said allotments are provided for persons permanently resident within the Poole area

## Definitions

1 In this Agreement:

1.1 **"The Allotment Manager"** means the officer authorised by the Head of Environment Services for the time being to oversee the provision of allotments within the Borough of Poole

1.2 **"The Plot"** means the allotment garden numbered «PlotID» on a map in the possession of the Allotment Manager for the time being of the Council marked "Map of «SiteName» Allotments" and containing «Area»m<sup>2</sup> or thereabouts

1.3 **"the Rent"** means the annual sum of «YearRent» or such annual sum as shall be notified to the Tenant by service of not less than twelve calendar months previous notice in writing expiring on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year

## NOW IT IS AGREED as follows:

2 THE Council agree to let and the Tenant agrees to take on the plot on a yearly tenancy from the «DateLet» «DateLet» subject to the payment of the Rent in advance and at a proportionate rent for any part of a year over which the tenancy may extend the first of such payments to be made on or before the execution of this agreement

3 THE Tenancy may be brought to an end:

a) By either party giving to the other twelve calendar months previous notice in writing to expire on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year.

b) Immediately if a signed copy of this agreement is not returned to the Allotment Manager within fourteen days of the intended commencement of this tenancy.

c) On the day of the expiration of the tenancy of any deceased plot holder. The tenancy will not automatically transfer to a next of kin; a request for such a transfer will have to be made in writing to the Allotment Manager.

d) If at any time the Tenant shall cease to be resident in the Borough of Poole.

- e) By re-entry by the Council at any time after giving three calendar months previous notice in writing to the Tenant on account of the plot being required
  - (i) For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
  - (ii) For building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes
- f) By re-entry by the Council at any time
  - (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not
  - (ii) If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions affecting the cultivation of the plot at least three months have elapsed since the commencement of the tenancy or
  - (iii) If the Tenant shall become bankrupt or compound with his creditors

4 DURING the tenancy the Tenant shall:

- (a) Cultivate the plot to the satisfaction of the Allotment Manager for the production of vegetables or fruit crops which continue productive for not more than one year for consumption by the Tenant or his/her family and not for commercial purposes.

To aid in the understanding of what is meant by satisfactory cultivation the following percentage of the total plot area should be cultivated as follows;

- i. 25% of the plot cultivated within the first three months of the commencement of the tenancy.
- ii. 75% of the plot cultivated within the year of the commencement of the tenancy.
- iii. 95% thereafter.

Failure to achieve these standards initially or if the plot becomes overgrown in excess of the standards above will result in a non-cultivation notice being served on the tenant.

This notice will allow a four week period for the tenant to correct the state of the plot and bring it back into cultivation according to the appropriate standards as set out above. If the plot does not meet these standards when re-inspected then a termination notice will be issued. This notice will bring the allotment agreement to an end and allow the tenant two weeks to clear the crops and belongings from the plot before the plot is re-let.

- (b) Keep the plot in a proper state of cultivation free from weeds and well manured (Weed suppression by the use of old floor coverings such as carpets is not acceptable).
- (c) Not cause or permit any nuisance or annoyance to the tenants of other plots or obstruct any path or road set out by the Council for the use of the public or their tenants
- (d) Not breed or keep pigeons or any livestock nor keep bees unless the provisions of Clause 8 are complied with
- (e) Not cut or prune any timber or other trees nor remove or permit to be removed any mineral gravel sand clay or soil from the plot
- (f) Not to use a mechanical pump or other mechanical device to draw water from any water trough or other means of providing water for the use of tenants without the consent in writing of the Council (which consent may be withdrawn at any time) and not to use any such trough or other means in such a way as to breach Regulation 5 of the Water Supply (Water Fittings) Regulations 1999.
- (g) Not alter the character or size of the plot in any manner and keep every hedge (if any) that forms part of the bounds thereof properly cut and trimmed and all ditches (if any) properly cleansed and keep in repair any fences and gates on or bounding the plot to the entire satisfaction of the Council and at the end or sooner determination of the tenancy yield up the same to the Council
- (h) Not erect on the plot any hoarding advertisement board structure or building of any description except a wooden tool shed painted in green or wood stained with a maximum size of 1.8 metres by 1.8 metres (6ft x 6ft) to the design and in the position approved of by the Council and forthwith to remove the same if and when called upon so to do by the Council
- (i) Not erect any form of boundary fence to the plot without the written consent of the Council
- (j) Leave 225mm (9 inches) clear on all sides within the boundary of the plot to form common paths
- (k) Not assign the benefit of this agreement nor sublet the plot or any part thereof
- (l) Observe and perform any other special conditions which the Council may make to preserve the plot from deterioration and of which notice will be given to the Tenant
- (m) Permit any duly authorised member or officer of the Council at any time to enter and inspect the plot
- (n) Discharge any outgoings payable in respect of the plot

(o) Within 7 days of any demand by a proper officer of the Council or its agents from time to time to produce to the Council or its agent evidence (in the form of a Council Tax demand or utility bill in the name of the Tenant) that the Tenant resides within the Borough of Poole.

(p) Immediately to notify the Council or its agent in writing of any change in the place of residence of the Tenant

(q) Have regard to the wildlife and biodiversity of the site in respect of protected flora and fauna and also with regard to notifiable pest and diseases.

(r) Be expected wherever possible to collect and recycle rainwater through water butts.

(s) Recycle green waste produced on site by composting

(t) Tenants are advised that no human or animal ashes should be scattered on the allotment plot or site.

5 ANY notice under this agreement shall be deemed to be duly served on the Tenant if it is given under the hand of the Allotment Manager for the time being of the Council and delivered to the Tenant at his last known place of abode or sent to him there by post and any notice to the Council shall be deemed to be sufficiently served if delivered to the Allotment Manager for the time being of the Council at the Civic Centre Poole or sent to him there by post

6 THE Tenant shall on termination of the tenancy be entitled to compensation only in the events and to the extent prescribed by Section 2 sub-sections (2) and (3) of the Allotments Act 1950 but not further or otherwise

7 THE Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility.

8 The Council will encourage Bee Keeping on allotment sites where appropriate. All bee keepers must provide evidence of being a member of the British Bee Association and sign up to the Borough of Poole Bee Keeping Agreement prior to the installation of any hives on the Plot.  
A copy of the Bee Keeping Agreement along with guidance notes is available from the Allotment Dept on request.

#### **Note**

**Further information on allotments can be found on our web pages at <https://www.poole.gov.uk/sports-and-leisure/allotments/>**