



Meeting: Amenities	Date: 11 November 2025
Agenda Item No 7: To receive and approve proposals from ULMAA to make amendments to the Allotment Tenancy Agreement.	Ref: MAAMMNOV25Doc2
Does the Committee have delegated authority to approve the decision?	Yes

ULMAA wishes to make small changes to the Tenancy Agreement with allotment holders. The proposals are as follows:

On behalf of the ULMAA, we would like to put forward a proposal for a revised Tenancy Agreement, which we aim to introduce at our next AGM in February 2026.

The main updates to the current agreement are as follows:

1. Addition of Rule W17 – Livestock on Site
As you're aware, we now permit livestock on site, limited to chickens only, and strictly subject to prior approval from the Committee.
2. Amendment to Rule W1 – Ban on Carpet Use
We propose a total ban on the use of carpets on allotment plots. Carpets are now widely recognised as environmental pollutants, and their use for covering compost or suppressing weeds is no longer acceptable.

We appreciate that this will represent a significant change for some existing plot holders who have used carpets for many years. However, to protect the long-term environmental health of the site we believe this step is necessary.

The proposed wording for Rule W1 is as follows:

"In line with Council guidelines, carpet has been identified as a contaminant and is no longer permitted on site."

As a point of reference, Swanage Tenancy Agreement includes a similar clause:

"The tenant must strictly adhere to all aspects of Health and Safety, and must not introduce any foreign material onto the allotment garden e.g. carpets, rugs, non-biodegradable plastic etc. Only biodegradable materials are permitted."

We would greatly appreciate the Council's support in enforcing this new rule, particularly if any plot holders appeal against the ban. It would be helpful for both the ULMAA Committee and the Council to present a unified position on this matter to ensure clarity and consistency.

The full Tenancy Agreement can be found at Appendix 1.

RECOMMENDATION:

To consider and support the amendments to the Allotment Tenancy Agreement for 2025.

APPENDIX 1

ULMAA Tenancy Agreement 2026

An agreement made on the date at the end of this agreement, between Upton and Lytchett Minster Allotment

Association (on behalf of Lytchett Minster and Upton Town Council) by the hand of its Chair and the Tenant named on this agreement.

Tenants must be a resident of Lytchett Minster and Upton. Should an existing tenant move outside of the parish boundary then they will be required to relinquish their allotment.

Definitions in this agreement:

- a) ULMAA – The Upton and Lytchett Minster Allotment Association
- b) The Council – Lytchett Minster and Upton Town Council
- c) The Committee – The officers of ULMAA managing the site on behalf of the Council
- d) The rent – means the annual sum payable for the use of the plot
- e) The site – the Upton and Lytchett Minster allotments site
- f) The plot – the allotment rented by the Tenant Now it is agreed as follows:

ULMAA agrees to let, and the Tenant agrees to take on, a yearly tenancy from 1 February, relating to the allotment plot number on this agreement, at the Council's allotment site in Slough Lane, Upton, subject to the payment of the rent in advance and at a proportionate rate 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. A deposit is payable by all new plot holders when taking over a Tenancy. This is repayable when relinquishing the tenancy if the plot is in good condition and no reinstatement costs are incurred. This sum shall be held by ULMAA in an interest-bearing account and any interest earned shall be utilised on site management.

Any Notice required to be given by the Committee may be signed on behalf of them by an ULMAA Officer (Chair, Vice Chair or Treasurer) and may be served on the Tenant either personally or by leaving it at the last known place of abode.

Should the Tenant wish to give notice, they must contact the Committee in writing giving 28 days' notice of Termination of Tenancy.

If you break any of the following 6 rules, it will lead to immediate termination of your agreement:

Rule	Rule	Action Taken
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Number		
T1	Rent is due annually on 1st February. Payment must be made within 30 days of the due date. The preferred method of payment is BACs, however, cash and cheques are also accepted. When paying by BACs, you must include your plot number as the payment reference	Immediate termination of Agreement
T2	You are not allowed to remove anything from a vacant plot, including sheds, greenhouses, plants, crops etc unless given permission by the Committee	Immediate termination of Agreement
T3	Drug use and being under the influence of alcohol are not permitted on site	Immediate Termination of Agreement
T4	You must not fly tip materials or rubbish from your allotment plot, or from offsite, anywhere else on the allotment site	Immediate termination of Agreement
T5	You must not take anyone else's produce or property from their plot without their permission	Immediate termination of Agreement
T6	If a plot holder or any individual present on their plot breaches the tenancy rules, a formal warning will be issued to the plot holder. If three warnings are issued in respect of a single plot within any rolling 12-month period (i.e., not reset at the start of the calendar year), further action may be taken in accordance with the termination clause of this agreement.	Immediate termination of Agreement

Rule Number	Warnings	Action
W1	In line with Council guidelines, carpet has been identified as a contaminant and is no longer permitted on site—including as a covering for compost bins or for any other use. Acceptable alternatives include weed-suppressing membrane, straw, hay, leaves, or woodchips. Plot holders who currently have carpet on their plots will be required	Warning – asked to remove Further warning notices will continue to be issued until the carpet is removed or until three warnings are recorded, at which point Clause T6 will be triggered.

	to remove it at their own expense, following notification by the Inspection Team.	
W2	You must not cause a nuisance to other plot holders – this could include bad or racist language, playing loud music, inappropriate posts of social media etc.	Warning
W3	You can bring your dog on site, provided it is always kept strictly under control, is on a lead and is on your plot. Please make sure to clear up any mess left by your dog and dispose of it off site	Warning
W4	You are not allowed to go onto other plots unless you have been given permission to do so by the plot holder or a committee member.	Warning
W5	If you have children on site, they should be supervised at all times and should not be allowed to stray or play on other plots	Warning
W6	Children are not allowed to cycle around the allotment site. Bikes can be ridden to and from the plot only	Warning
W7	Subletting your plot is not permitted. Subletting is defined as allowing the plot to be wholly worked by someone other than the named plot holder. The named plot holder must be personally present on site for at least 50% of the time the plot is being worked.	Warning
W8	You must not exceed the 5mph speed limit	One warning only – termination of agreement for second offence
W9	You are not allowed to plant any trees directly into the ground. Instead, you are permitted to plant them into pots	Warning, asked to remove the tree at own cost
W10	You are not allowed to use your plot for any trade or business	Warning
W11	You are not allowed to bring in or use tyres on site, including for decorative purposes	Warning – asked to remove the tyres at your own cost

W12	You must not bring in items to burn or store rubbish on site	Warning – asked to remove rubbish at own cost
W13	Paths between plots must be a minimum of 450mm (18 inches) wide and there must be no more than 750mm (30 inches) between cultivated areas within a plot. Non-cultivated areas, including paths, sheds, seating areas, and any other structures, must not exceed 25% of the total plot area. At least 75% of each plot must be actively cultivated	Warning – required, at their own expense, to restore the plot to meet the minimum 75% cultivation standard, within 4 weeks. If no action is taken within this period, a non-cultivation letter will be issued
W14	You must close the entrance gate immediately after entering or exiting	Warning
W15	You must not alter the character or size of the plot in any manner	Warning – reinstate the plot to its original state / size
W16	You must not cut or prune any timber on the site, or take, sell or carry away any mineral gravel, sand earth or clay	Warning
W17	Livestock is permitted on the allotments (hens only). Tenants wishing to keep hens must complete a registration form. For registration or further information, please contact: ulmaachickens@gmail.com .	Warning and asked to immediately remove livestock / hens kept without prior permission
W18	You must not wash any produce or equipment in the water tanks	Warning
W19	You are not permitted to use hosepipes on site	Warning
W20	You are not permitted to erect any boundary fence to the plot without written consent of the Committee	Warning – asked to remove at own expense
	Structures – these rules only apply from 1 February 2026. Any structures built prior to this date are exempt.	
S1	Any structure, regardless of size or use, must have prior permission from the Committee before erection	Warning – asked to remove the item at own cost

S2	Structures and items stored are the responsibility of the individual tenant and should be for use on the plot	-
S3	One tool shed per plot is permitted, provided it does not exceed 1.8m x 1.2m (6ft x 4ft) in size, with a maximum height of 2.4m (8ft). Prior approval under Clause S1 must be obtained before installation.	Warning – asked to remove at own cost
S4	Polycarbonate/Perspex greenhouses and polytunnels (no glass) with a maximum size of 2.4m x 1.8m (8ft x 6ft) and a maximum height of 2.4m (8ft) are permissible, provided that Clause S1 has been complied with	Warning – asked to remove at own cost
S6	No barbed wire fences are permitted	Warning – asked to remove at own cost
	Guidance	
G1	You can plant herbs, flowers, fruit and vegetables – any trees to be in pots only. Please do not grow areas of grass and allow them to self-seed, including paths.	
G2	Wherever possible, collect and recycle rainwater through water butts, use the minimum water necessary for crop cultivation	
G3	You are permitted to deposit or allow another to deposit manure and compost in such quantities as may reasonably be required for use in cultivation	
G4	Fires must be contained within an incinerator and never left unattended. Only dry materials from the plot may be burned, and incineration may only take place when the smoke does not cause a nuisance to other plot holders or neighbouring residents. During periods of very dry weather, and in line with fire risk warnings issued by local authorities, the Committee may temporarily ban all fires on health and safety grounds and will notify plot holders accordingly.	
G5	You can build a small pond, provided it is built in a way that is not dangerous to people and animals. For advice, please contact the committee.	
G6	Paths either side of your plot must be maintained. If unsure which path is yours, please ask a committee member	
G7	You are actively encouraged to compost green waste on your plot i.e., by use of a compost bin	

G8	Please report any damage seen on site to the committee, for example to the boundary fence, water tanks or the lanes
G9	Always inform the Committee if you change address, phone number or email address
G10	In cases of theft or vandalism, please report to the Police on 101 and let the Committee know
G11	Seasonal temporary structures for the protection / growth of crops are permitted
G12	Additional plots can be granted to existing plot holders; however, their current plot must be fully cultivated, and they must have received no non-cultivation letters in the past 6 months. If an additional plot is requested, the plot holder must go onto the waiting list.
G13	Plot holders are advised to notify ULMAA of any health-related or personal issues that may prevent them from attending to or cultivating their plot. This ensures that the Committee and Inspection Team are informed of any genuine difficulties before any action or termination notice is considered.
	Vehicles
V1	Vehicles must be parked in the carpark or other designated areas
V2	You are permitted to drive up the lanes to load/unload items, but must not park in the lane
V3	The Committee will not be held liable for any damage to vehicles or loss from vehicles using the site.
V4	Disabled badges must be displayed in any vehicles parked in the designated disabled area at the top of Lane 1. Please note, due to very limited space, only one vehicle per plot may use the disabled parking area at any one time.

You must permit Committee and/or Council representatives to inspect your plot and any structures on it as and when required. The Committee conducts monthly inspections from March to November. An end-of-year inspection is also carried out to help identify and address any potential issues over the winter period. Additionally, a start-of-year inspection may be conducted to highlight early concerns and to establish a baseline for the first official inspection of the season.

	Non-Cultivation Procedure	Action
NC1	If your plot needs improvement, has suspicious growth or fails to meet the tenancy requirements.	Warning – a non-cultivation letter will be sent detailing issues and asked to

		address. The tenant will have four (4) weeks to address any issues.
NC2	If, on the following inspection, issues are still present as per NC1.	Warning - a non-cultivation letter will be issued detailing what work needs to be carried out. The tenant will have four (4) weeks to address any issues.
NC3	If on the following inspection work has not been carried out as per the inspection requirements.	Termination of tenancy will be applied and the tenant will have two (2) weeks to clear plot of all personal items and any wanted produce. Deposits will only be returned upon suitable condition of the plot. Pictures will be used for before and after comparison.

	New Tenants	Action
NT1	New tenants must have cultivated at least 50% of their plot within two (2) months of the start of the tenancy. This means preparation of the ground, planting, growing and harvesting of crops. Any remaining area must be clear of weeds and grass. It should also be covered with suitable covering to prevent further unwanted growth.	A friendly note from the Inspection Team will be sent highlighting potential issues and offering advice to help avoid a non-cultivation notice.
NT2	New tenants have a further four (4) months, six (6) from tenancy start date, to have fully cultivated the plot.	Warning – a non-cultivation letter will be sent.
NT3	New tenants should not alter the size of plots, and where instructed, should increase cultivation area in line with tenancy agreement.	Warning – a non-cultivation letter will be sent.
NT4	After six (6) months from start of tenancy, all plots are subject to monthly inspection in line with the tenancy agreement.	Standard inspection practices
NT5	If the new plot has any coverings used to suppress growth, these are the property of ULMAA and must not be damaged. They	Warning – asked to reimburse the cost of any damaged/lost coverings

	must be returned to the Committee as soon as possible.	
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Deposits Required			Yearly Rent		
Small Plot	Medium Plot	Whole Plot	Small Plot	Medium Plot	Whole Plot
£50	£75	£200	£35	£40	£70

If over the age of 60, each plot is subject to £5 discount (rent only).

Please complete details below and return one copy of this page with your rent, and retain the other for your information, thank you.

I agree to take the Tenancy of the plot numbered below under these Terms and Conditions (ULMAA tenancy agreement issue February 2026) and accept that I may be evicted from my plot, 30 days after receiving a termination notice, subject to the above conditions. I agree to ULMAA holding the contact details below to enable them to communicate with me regarding matters pertaining to ULMAA and the allotment site. I understand that these details will not be communicated to any third party (excepting The Council) and that I have the right to see the details held about me and can request changes or removal of information by contacting ULMAA, details below.

Plot number:

Deposit paid: £

Name(s):

Rent paid: £

Address:

Telephone:

Mobile:

Email:

Tenants Signature(s):

Date:

ULMAA Lettings
Chair

ULMAA

Denise Read

Dominika Fiodorow

Tel: 07792 277720
07720882232

Tel:

Email: ulmaa99@gmail.com

ULMAA Authorised Signature (either person listed)

Date:

NB. We kindly request that where possible, payments are made directly into our bank account:

Lloyds Bank - ULMAA

Account Number - 00052715

Sort Code - 30-96-73

Please clearly state your plot number as the reference.