

**Directorate of Culture  
Leisure & Regulatory Services**

«Applicant»  
«ApplicantAddress1»  
«ApplicantAddress2»  
«ApplicantAddress3»  
«ApplicantTown»  
«ApplicantCounty»  
«ApplicantPostCode»

Floor 5, Core 3-4  
Civic Offices, Guildhall Square  
Portsmouth  
PO1 2AL

Tel: 023 9268 8070

Email: [allotments@portsmouthcc.gov.uk](mailto:allotments@portsmouthcc.gov.uk)

Date: 03 November 2020

Dear «ApplicantShortName»

**ALLOTMENT OFFER LETTER - PLEASE RESPOND WITHIN  
14 DAYS OF THE ABOVE DATE**

**Plot «PlotOffered» : «SiteOffered»**

I am pleased to be able to offer you the above plot. It is        m<sup>2</sup> in size and if you wish to accept my offer, the amount due for the period from now until 31 October 2020 will be £        . **Please respond within 14 days of the date at the top of this letter.**

**If you decide not to accept this plot, you still need to inform us, your application will be suspended for 1 year, and you will not be offered another plot until the year has elapsed.**

**1. Agreement**

Enclosed are two allotment agreement forms. **One copy should be signed and returned to us** and the other copy should be signed and retained by you for your records. We must stress that this agreement forms the basis of you renting a plot from the City Council and must be returned with your payment. We are unable to allocate the plot to you without a signed agreement.

**2. Site Inventory and access to allotment site**

Enclosed is the site inventory detailing information about the site and **where gate keys can be purchased**. Proof of payment is required to purchase a key.

On production of this offer letter you should be able to gain access to the site to view the offered plot. Please ring the above number if you experience any difficulty accessing the site.

### 3. Allotment Rules

Enclosed are the allotment rules. These are for the benefit of all allotment holders. Failure to abide by the rules may result in loss of your allotment plot. I would specifically like to draw your attention to the section on cultivation which outlines what is expected of all tenants and the procedures if plots are not cultivated.

### 4. Payment methods

- Online at [www.portsmouthcc.gov.uk](http://www.portsmouthcc.gov.uk) then: pay/miscellaneous/park/allotments  
Put the allotment you have been offered in the invoice no. box.
- Phone 023 9268 8070 between 9.30am - 4pm Monday - Friday
- in person at Cashiers, Ground Floor, Civic Offices, Guildhall Square
- By cheque made payable to Portsmouth City Council. Our address can be found at the top of this letter

Leisure Card holders must pay in person and present their valid Leisure Card at Cashiers, Civic Offices.

**Whichever method of payment you choose, you must return a signed copy of the agreement form.**

If I do not receive payment, and your signed agreement, within 14 days from the date of this letter, I will assume that you no longer require an allotment and your name will be removed from all waiting lists.

Please do not attempt to pay after 14 days has passed as we will have offered the plot we offered you to the next person on the waiting list.

Yours sincerely

**Angela Gregg**  
**Technical Administrator (Parks and Playgrounds)**

Portsmouth City Council is the data controller for any personal information you provide. Your information will only be used so we can deal with your enquiry and may be shared across departments within the council or with other authorities or companies if it is necessary to do so. The legal basis allowing us to process your data will vary depending upon your specific enquiry, but will predominantly be that the processing is necessary for the council to carry out its public task or official functions. For more information on your data protection rights or on how to contact our data protection officer please visit the data protection privacy notice on our website at <https://www.portsmouth.gov.uk/ext/the-council/data-protection-privacy-notice>

**AN AGREEMENT** made on 03 November 2020 between the PORTSMOUTH CITY COUNCIL of the Civic Offices Portsmouth PO1 2NE ('the Council') of the one part and «ApplicantShortName» of «ApplicantAddress1» «ApplicantAddress2» «ApplicantTown» «ApplicantPostCode» ('the Tenant') of the other part

WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly tenancy from 03 November 2020 the allotment garden numbered «PlotOffered» at «SiteOffered» in the Register of Allotment Gardens kept by the Council and containing in the whole m<sup>2</sup> or thereabouts at the current yearly rent of £ or such increased yearly rent as the Council may set as provided below payable on the first day of November in each year and at a proportionate rent for any part of the year over which the tenancy may extend

1. The Tenant hereby agrees with the Council as follows:
  - (1) To pay the rent hereby reserved
  - (2) To comply with the Allotments and Leisure Gardens Rules attached hereto
  
2. This tenancy shall determine in the following circumstances:
  - (1) On the death of the Tenant
  - (2) By either party giving to the other at least twelve months' notice in writing expiring between 29 September and 6 April (inclusive) at the Council's absolute discretion it may accept a shorter period of notice from the Tenant
  - (3) By re-entry by the Council at any time after giving three months' notice in writing to the Tenant on account of the allotment garden 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 other industrial purpose or for roads or sewers necessary in connection with any of those purposes
  - (4) By re-entry by the Council at any time after giving one month's notice in writing to the Tenant:
    - (i) if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not
    - (ii) if it appears to the Council there has been a breach of any of the terms of this agreement by the Tenant and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment garden at least three months have elapsed since the commence of the tenancy or
    - (iii) if the Tenant shall become bankrupt or compound with his creditors
  
3. The rent may be altered at any time by the Council giving to the Tenant not less than twelve months' notice in writing expiring between 29 September and 6 April (inclusive)
  
4. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by either the Head of Legal Services or by the Parks and Recreation Officer for the time being of the Council and may be served on the Tenant either personally or by sending it by post to his last known place of abode or by fixing the same in some conspicuous manner on the allotment to which this agreement refers

Any notice required to be given by the Tenant to the Council may be sent to the Council by post addressed to either the Head of Legal Services or the Head of Cultural Services for the time being

IN WITNESS whereof the parties have hereunto set their hands

..... Tenant

..... on behalf of Portsmouth City Council