

BIRMINGHAM CITY COUNCIL ALLOTMENT RULES

Definition of Terms

"The Council" means Birmingham City Council and includes any committee of the Council or any Officer appointed by the Council under the Allotments Acts 1908 – 1950.

"Allotment Officer" means the duly authorised employee of the Council whose role is to manage the allotment sites.

"Rules" means these rules.

"Allotment Garden" or "Plot" means the area of land used primarily for the cultivation of fruit and vegetables which is let to the tenant.

"Tenant" means a person who holds a tenancy of an Allotment Garden.

"Tenancy" means the letting of an Allotment Garden to a Tenant.

"Site" means the entire area of land owned or leased by the Council comprising allotment gardens, roadways and buildings.

"Association" means an Allotments Association (Society or other such group) which manages a Site on behalf of the Council.

"Tenancy Agreement" means the document in the form approved by the Council, confirming the letting of an Allotment Garden to a Tenant.

"Rent" means the annual rent payable for the Tenancy of an Allotment Garden and all amenities provided with it.

1. Application

- 1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment Gardens including any let before these rules came into force. They come into force on the date they are sealed.

2. Tenancies and Vacant Allotments

- 2.1 All Tenants must complete and sign a Tenancy Agreement. Each Plot will be in the name of one Tenant. Groups or organisations must submit a pre-tenancy application for approval by the Council; such Tenancies will be in the name of one person known as the principal Tenant.
- 2.2 Joint or shared Tenancies are not permitted.
- 2.3 Vacant Allotment Gardens on a Site must be offered by the Council or the Association to applicants on the waiting list for that Site kept by the Council or Association except where the Plot falls vacant because of the Tenant's death where they must be offered to any member of the Tenant's immediate family who wishes to take over the Allotment Garden (and if more than one, the one the Council selects).

3. Assignment

- 3.1 The Tenancy of an Allotment Garden is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their Allotment Gardens (including the chalet or tool locker/or greenhouse).

4. Rent

- .1 Rent is due at the commencement of the Tenancy and annually on 1 October thereafter (unless otherwise stated in the Tenancy Agreement). The Council may offer or require discounts to be made on whatever basis the Council decides.
- 4.2 Rent may be increased at any time provided the Council takes reasonable steps to give all Tenants 12 months notice. An accidental failure to give notice to an individual Tenant will not invalidate that Tenant's Rent increase.
- 4.3 The Council may increase the Rent without notice where additional amenities are provided on a Site.

5. Cultivation and Use of Allotment Gardens

- 5.1 Tenants must use Allotment Gardens for their own personal use and must not carry out any business or sell produce from Allotment Gardens.
- 5.2 Allotment Gardens must be kept clean, free from weeds, well manured and maintained in a good state of cultivation and fertility.
- 5.3 Where a Tenant fails to maintain a good standard of cultivation, the City Council or Association will serve a "Letter of Concern" giving a specific

period for improvement. Failure to improve the Plot may lead to termination of the Tenancy.

- 5.4 If the Plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish, then the vacating Tenant may be required to re-imburse the City Council for reasonable costs.
- 5.5 Allotment Gardens must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 5.6 Tenants must not cut or prune any trees adjoining the Allotment Garden. This does not affect the routine pruning of the Tenant's own trees and hedges on the Allotment Garden.
- 5.7 Tenants must also observe any other rules or regulations which the Council makes at any time in the future.
- 5.8 Tenants must comply with all directions given by an Officer of the Council or any directions properly given by or on behalf of an Association.
- 5.9 Tenants must leave a minimum gap of 2' (0.6m) between the rear of their Plot and any adjoining boundary fence to allow access for maintenance.
- 5.10 From 1 July 2007 smoking is prohibited in any communal building on the Site.
- 5.11 The sale of alcohol is not permitted in any Council building unless it is licensed for such use.
- 5.12 Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc.
- 5.13 The Tenant must not deposit any matter in the hedges, ditches or brookcourses situated within the Site. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry, or taken to an approved disposal facility.

6. Hoses, Bonfires and Other Restrictions

- 6.1 Hoses or sprinklers are not allowed except where required to fill water containers. Hosepipes or siphoning devices are not to be used to remove water from any water trough. Tenants must take every precaution to prevent contamination of water supplies. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence.
- 6.2 Bonfires are only permitted during the months of March and November for the burning of diseased plant material. Fires should not be allowed to cause a nuisance to neighbouring residents and under no circumstances should be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time.
- 6.3 Tenants must not bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire on the Allotment Garden.
- 6.4 Carpet and underlay may not be used on the Site.
- 6.5 Rubbish refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on the Allotment Garden by the Tenant or by anyone else with the Tenant's permission.
- 6.6 Tenants must not remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.
- 6.7 Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden and must comply with Rules 15.1 – 15.3
- 6.8 The Allotment Garden may not be used for any illegal or immoral purpose and the Tenants must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden.
- 6.9 Where the Council's title to a Site requires certain conditions to be observed, all Tenants on that Site must observe those conditions.
- 6.10 Any manure on the Site that has not been dug into or spread on to the Allotment Garden must be covered.
- 6.11 The Tenant shall not park a vehicle anywhere on the Site other than within defined parking areas. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight.
- 6.12 The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss of or damage to such items nor does the Council accept any responsibility for any injury caused by such items.
- 6.13 No weapons (e.g. air rifles) are permitted on the Site.
- 6.14 When using any sprays or fertilizers, the Tenant of an Allotment Garden must;
 - a) take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
 - b) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - c) comply at all times with current regulations.

7. Dogs, Animals and Bees

- 7.1 Any dog (including Guide Dogs) brought onto the Site must be kept on a lead at all times.
- 7.2 Animals or livestock (except hens or rabbits) must not be kept on Allotment Gardens.
- 7.3 Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must obtain prior permission from the Allotment Officer and must comply with any husbandry conditions laid down by (and obtainable from) the Council.
- 7.4 Any part of the Allotment Garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Allotment Officer. Structures must comply with the Council's specifications.
- 7.5 Beehives are not allowed on the Allotment Garden except with the prior permission of the appropriate Officer of the Council. Tenants must have valid insurance cover preferably through membership or affiliation of the British Bee Keeping Association

8. Unauthorised Persons

- 8.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the Site. Access is not permitted to any Plot(s) other than that let to the Tenant.
- 8.2 The Council may order any person wrongly allowed onto the Site in breach of these rules to leave immediately.
- 8.3 The Council may take action for breach of their Tenancy Agreement against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.

9. Paths

- 9.1 Paths provided by Tenants must be within the boundaries of their own Allotment Gardens and kept reasonably free from weeds.
- 9.2 Paths between two Allotment Gardens must be a minimum of 600mm (2') in width where possible and must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.
- 9.3 Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Allotment Garden.
- 9.4 The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

10. Sheds, Buildings and Structures

- 10.1 No buildings, walls or permanent structures may be put up on the Allotment Garden by Tenants. Sheds, greenhouses or polytunnels must comply with the Council's specifications and conditions.
- 10.2 Any shed, greenhouses or polytunnel which the Council allows on the Allotment Garden must be maintained in a good state of repair and condition to the satisfaction of the Council and if the Council is not satisfied with the state of repair it may order the Tenant to remove the structure
- 10.3 A Tenant may only have one shed and either a greenhouse or polytunnel. The maximum dimensions of a shed (or greenhouse) are 10' x 8' (3m x 2.4m) and a height of 8'6" (2.6m). Sheds and greenhouses may be erected without the need for prior consent from the Council. Such structures must have guttering connected to a water container (e.g. butt, barrel)
- 10.4 A polytunnel may not be erected without the prior permission of the Council and may not exceed 20' x 10' (6m x 3m).
- 10.5 Structures should be sited at the rear of the Plot or as directed by the Allotment Officer. No permanent footings or bases may be constructed.
- 10.6 Tenants may not plant hedges or erect fencing or other barriers on or around their Plot. Tenants whose Allotment Garden contains, or is bounded by, an existing hedge, fence or gate permitted by the Council are responsible for maintenance. Ditches within the boundary of the Allotment Garden must be properly cleared and maintained
- 10.7 Temporary structures and compost containers must also conform to the Council's approved specifications.
- 10.8 Barbed wire or other similar materials must not be used on the Allotment Garden.
- 10.9 No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g. glass for clothes) and must not be allowed to become a hazard or nuisance to others.

11. Council Chalets, Greenhouses and Tool Lockers

- 11.1 Where such structures are rented from the Council, Tenants must not move, demolish or alter the chalet or greenhouse but must keep them in good repair at all times and in particular must make good any defect or repair within one month of the Council giving the Tenant a notice specifying the repair required. Tenants are also responsible for the repair of tool lockers.
- 11.2 In the third year after the Allotment Garden is let to a Tenant and every third year thereafter, the Tenant must apply a coat of wood preservative to the chalet.
- 11.3 The chalet, greenhouse or tool locker must not be used except in connection with the proper cultivation of the Allotment Garden and in particular no trade or business may be carried out from the chalet or greenhouse.
- 11.4 Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in the chalet, greenhouse or tool locker.
- 11.5 The Council is not to be liable for loss by accident, fire, theft or damage of any tools or contents in the chalet, greenhouse or tool locker and need not replace any chalet or greenhouse which is destroyed or damaged.

12. Notice Board and Advertisements

- 12.1 All Tenants must display a notice showing clearly the number of the Allotment Garden and maintain it in good condition.
- 12.2 Only notices issued by the Council or approved by the Association may be posted on the Site. Tenants may not display any personal or commercial advertising except on notice boards as approved by the Association.

13. Inspection

- 13.1 The Allotment Garden (and any structure on it) may be entered and inspected by an Officer or member of the Council (including members of the Allotments Working Party) or an Officer of the relevant Association at any time and the Tenants must give whatever access they require.

14. Disputes

- 14.1 Disputes between Tenants are to be referred first to the Allotment Association (subject to a right of appeal to the Council). Where necessary the Association may also make its recommendations to the Council. The written decision of the Council will be binding on all the Tenants involved in the dispute. The Council or the relevant Association will inform the Birmingham and District Allotments Council of disputes between Tenants.

15. Harassment

- 15.1 Birmingham City Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment Tenants (see Allotment Rule 6.7).
- 15.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 15.3 Complaints about harassment are, in the first instance, to be referred to the Site Allotment Association which will investigate the matter and refer its recommendation to the Council. Tenants may seek support from the Birmingham and District Allotments Council or may refer complaints directly to the Council if they prefer. Complaints will be handled sensitively and the Council will endeavour to protect Tenants against victimisation for making or being involved in a

complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

16. Termination

- .1 The Council may terminate Allotment Garden Tenancies in any of the following ways:-
- a) twelve months written Notice To Quit expiring at any time between 29 September to 6 April inclusive; or
 - b) three months written Notice To Quit:-
 - i) if the Council requires the Allotment Garden for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or
 - ii) where the Council acquired the Allotment Gardens for a purpose other than letting as allotments or has appropriated them to another purpose, or
 - c) one months written Notice To Quit if:-
 - i) Rent is in arrears for 40 days or more (whether formally demanded or not); or
 - ii) the Tenant is in breach of these rules, or
 - iii) the Tenant has become bankrupt or compounded with his or her creditors, or
 - d) automatically on 30 September following the death of the Tenant.
- 16.2 Tenants may terminate Allotment Garden Tenancies by giving the Council one month's written notice.

17. Change of Address and Notices

- 17.1 Tenants must immediately inform both the Council and any relevant Association in writing of changes of address.
- 17.2 Notices to be served by the Council on the Tenant may be:
- a) Left on the Allotment Garden, or
 - b) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered, or
 - c) Served on the Tenant personally.
- 17.3 Notices served under sub-paragraph 2 above will be treated as properly served even if not received.
- 17.4 Notices to be given to the Council should be sent to the Allotments Officer, 115 Reservoir Road, Ladywood, Birmingham, B16 9EE or such other address as the Council notifies in writing to the Tenant.

18. Interpretation and Repeal

- 18.1 The headings of these rules are not to affect their interpretation.
- 18.2 The Allotment Rules made on 12 February 1926 and 1994 (as amended) are repealed.

The Common Seal of
BIRMINGHAM CITY COUNCIL

was hereunto affixed to these Allotment Rules in 2010.