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# ALLOTMENT RULES

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Birmingham City Council

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## Definitions

"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.

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

"these rules" means these rules.

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

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

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

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

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

"the document" means the document

- 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.
- 1.2 Tenants must also observe any other rules or regulations which the Council makes at any time in the future.
- 1.3 Tenants must comply with all directions given by an appropriate Officer of the Council or any directions properly given by or on behalf of an Association.

- 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).
- 2.4 The Tenancy year commences on 1 October and ends on 30 September.

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### 3.1 The Tenancy of



- 5.9 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.
- 5.10 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 during permitted periods (Rule 6.3), or taken to an approved disposal facility.

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- 6.1 Hoses or sprinklers are not allowed except where required to fill water butts. In filling a container tenants must have consideration for others who wish to use water. 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 Where 1200l water containers are used, they can only be used for water harvesting, and must not be filled via hosepipes.
  - 6.3 Bonfires are only permitted during the months of March and November for the burning of diseased plant material. Fires must 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.
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- 6.4 bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire (or similar material) on the Allotment Garden.
  - 6.5 use any carpet and underlay on the Site.
  - 6.6 deposit rubbish refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on the Allotment Garden or instruct anyone else to do so.
  - 6.7 remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.

- 6.8 cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden (see also Rules 15.1)



- 6.16 when using any sprays or fertilizers,
- 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 as notified by the Council to Allotment Associations.
- 6.17 No toxic or hazardous substances or contaminated waste or tyres should be stored or brought onto the Site.
- 6.18 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 cloches) and must not be allowed to become a hazard or nuisance to others.



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- 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.
- 8.4 Tenants are responsible for the safety and conduct of any visitors that they allow onto the Site.
- 8.5 Children (under age 16) must be supervised at all times by the tenant or a responsible adult.

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- 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.

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- 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. No more than 25% of the plot should be assigned for structures.
  - 10.2 Any shed, greenhouse or polytunnel erected on the Allotment Garden must be maintained in a good state of repair and condition to the s. It en by 4 (% ye %' shed) c

10.7 Tenants



**12. Allotment Gardens**

- 12.1 All Tenants must clearly display 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. Access**

- 13.1 The Allotment Garden (and any structure on it) may be entered and inspected by an appropriate Officer of the Council, including members of the Allotments Consultative Committee, or a named Officer of the relevant Association, at any time, when the required access must be given.

**14. Disputes**

- 14.1 Any disputes are to be referred in accordance with the procedure displayed on site.

All disputes are subject to right of appeal with the Council. The decision of the Council will be made in writing and will be binding on all the Tenants involved in the dispute.





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- 16.1 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.
- 16.3 To yield up the Allotment Garden at the termination of the Tenancy in such a condition that complies with these Allotment Rules and the Association may dispose of any building structure or other item(s) left by the Tenant on the Allotment Garden after 28 days from the date of termination.

- 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't

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