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INTRODUCTION

This Handbook contains the procedures and standard forms needed by Allotment Associations to carry out management functions on behalf of Birmingham City Council. It should be read in conjunction with the Management Agreement applying to the Association and the Allotment Rules.

By and large, the procedures described generally fall to the Association Secretary but where functions are delegated to (or shared with) other Committee members, they should be conversant with the instructions. Training is mandatory for all Committee Officers or members who will undertake any of the functions, and the Allotments Officer will arrange regular training. It is advisable for the Secretary to retain possession of the Handbook and to hand it on to any successors.

Amendments may be issued from time to time and should be replaced in the Handbook to maintain its accuracy.

ALLOTMENT SERVICE
Kings Heath Park House
Kings Heath Park
Vicarage Road
Birmingham
B14 7TQ

Phone: 0121 303 3182

2.1 MANAGEMENT AGREEMENT

Each Allotment Association should have a Management Agreement, with Birmingham City Council. This sets out the responsibilities of both parties and determines the functions that the Association agrees to carry out.

The Agreement sets the amount of renumeration received by the Association from the Council.

This will consist of:

A devolved budget (see Section 4.5)

A management fee based on 10% of all rents received

2.2 ALLOTMENT ASSOCIATION OFFICERS

These comprise the posts of Chairman, Secretary and Treasurer and are appointed by the membership in accordance with the Association Constitution. Some Associations may also appoint Assistants to those posts. In general, the Council's Officers will communicate all matters via the Secretary.

The Committee should also appoint a Management Committee to carry out functions under its Management Agreement. The principal roles are described below:

CHAIRMAN
To chair meetings of the Committee or Association members (AGMs and EGMs) and to direct other Officers and Committee members in the Association's business or its management responsibilities.

SECRETARY
The prime point of contact for Association matters (both internal and external) and the person responsible for delivery of the management responsibilities.

TREASURER
To maintain the Association's accounts and to carry out any financial tasks connected with rent collection, management of the devolved budget and presentation of an annual income and expenditure statement. (See Sections 4.5 and 4.6)

CONSTITUTIONS
The City Council does not write constitutions, however, the BDAC can offer model constitutions and guidance if needed.

2.3.1 BIRMINGHAM & DISTRICT ALLOTMENTS CONFEDERATION

The Birmingham & District Allotments Confederation (BDAC) is the principal representative body for Allotment Associations and Allotment tenants and is the primary consultee on allotment issues.

Members of the BDAC Executive attend quarterly meetings of the Allotments Consultative Committee which also comprises the Allotment Officer, and Senior Parks Officers. The Committee's main purpose is to discuss allotment policies and other key issues affecting the management of sites and tenants (see 2.5).

The BDAC regularly meet with the Allotments Officer to discuss ongoing issues. These meetings are usually every month.

The BDAC supports Allotment Associations in the performance of their management functions and can assist in arbitrating in disputes.

2.3.2 ADVISORS

A group of volunteer Advisors formed from within Allotment Associations will provide support and advice to enable Associations to carry out their management responsibilities. Two advisors will cover a specified area and will be supported by two members of the BDAC executive.

Advisors will provide day to day help with procedures, participate in mediation and assist Associations through complaints or disputes, considering any recommendations for penalties or eviction before referring these to the BDAC and the Council.

2.4 CITY COUNCIL OFFICERS

ALLOTMENT OFFICER

The Allotments Service is based at:
Kings Heath Park House, Kings Heath Park, Vicarage Road, Birmingham B14 7TQ
Telephone: 0121 303 3182
Email: allotments@birmingham.gov.uk

2.5 ALLOTMENTS CONSULTATIVE COMMITTEE

The Allotments Consultative Committee is the successor to the Allotments Working Party and the Allotments & Small Holdings Sub-Committee.

Its remit is to discuss any matters pertaining to allotment issues and to serve as a consultative forum to debate strategic or policy proposals. Where necessary, proposals are subject to approval by the appropriate Cabinet Member.

3.1 LETTING PROCEDURES

The letting of allotment plots is a legal contract and it is essential that the information supplied in the Tenancy Agreement is full and unambiguous.

Normally, the Secretary will act as the point of contact for plot enquiries and will take responsibility for lettings – on larger sites this may be delegated to another member of the Committee appointed as a Lettings Secretary (or similar).

Where a plot cannot be let immediately the enquirer's details should be kept on a waiting list in chronological sequence. No bias should be exercised in the assignment of plots. 'Helpers' have no right to a plot where the tenant surrenders the tenancy and are obliged to take their turn on the waiting list.

Every individual taking a plot must complete a Tenancy Agreement – this is the official, and legal, record of their tenancy and confirms their entitlement to cultivate a designated plot and also signifies their acceptance of the Allotment Rules governing allotment tenancies.

A form should be completed by new tenants, anyone transferring plots or where plots are split or conjoined i.e. a fresh Agreement is required for any change in the tenant or the plot category or designation.

There is a Tenancy Agreement pad. The form is completed in triplicate by the Secretary and tenant, the original (white copy) forwarded to the Allotments Officer, and the pink copy handed to the tenant. The green copy is retained for the Association's records. Forms should be completed at the time of letting – only in exceptional circumstance should tenants be given a blank copy to fill in and return (this practice leads to delays in recording tenancies and often results in loss of forms).

Both parts (A and B) of the Tenancy Agreement should be completed. It is essential that the FULL NAME is stated, the date of birth given and that the form is signed and witnessed (ideally by the Secretary).

Tenancies should not be let to anyone under the age of 16 (unless the parent/guardian acts as the named tenant) and, under the Allotment Acts, no plotholder should normally rent more than the equivalent of 0.25 acres (c.1200 sq yds or 4 standard plots).

Tenancy Agreements should make clear any rent concession given (see 4.1.2). Concessions may be given in the following circumstances:

- **Age**
- **Where plot condition is exceptionally poor or merits a concession**
- **Where reduced rent applies after 1 April**

Each new tenant should be given a copy of the Allotment Rules and a gate key for access (Associations may make their own arrangements for gate key deposits).

Where a tenant dies, the plot should be offered first to any immediate family member (i.e. spouse, mother, father, son, daughter) before being offered elsewhere.

Each allotment plot has a designated number and also a category according go its size. This governs the rent due. The range of categories is as follows:

Category M (A*) (Mini)	**up to 100 sq yards**	**84 sq m**
Category A (Small)	**101 – 200 sq yards**	**85 –167 sq m**
Category B or C (Standard)	**201 – 400 sq yards**	**168—334 sq m**
Category D or E (Large)	**401 – 600 sq yards**	**335—502 sq m**

3.2 SPLIT PLOTS

Whenever a plot is split, the resultant parts form new plots with a different category in line with the rent structure. This is explained below:

A Category E plot (large) splits into 2 Category C (standard)
A Category C plot (standard) splits into 2 Category A (small)
A Category A plot (small) splits into 2 Category A* (mini)

NUMBERING SPLIT PLOTS

The convention is to give the resulting split plots an a or b suffix to the root number of the plot (i.e. 097a, 097b) and this practice must be followed. The rent is then determined by the new Category of each plot – although divided standard plots are often called 'half plots', it is incorrect to halve the rent of the original plot.

In some cases, a Standard plot may become split into 4 mini plots. It is important to number the mini plots consistently within the site (commencing from the road if that is practicable) using the suffices a,b,c,d. Where two mini plots are subsequently joined, it is advisable to use the earliest suffix when re-numbering.

To avoid confusion, it may be beneficial to consider complete renumbering of plots, in which case the Allotment Officer should be consulted.

Where an existing tenant reduces their plot (for example where a standard plot is split into two small plots), a new Tenancy Agreement must be completed by the standing tenant as the plot definition (and rent) will alter.

3.3 MULTIPLE TENANCIES

With the continued demand for allotment plots, a temporary lettings policy was introduced in October 2009 to address waiting lists and preclude the acquisition of multiple tenancies.

Where sites are full and Associations have waiting lists, incoming tenants should be limited to one standard plot (or equivalent).

Existing tenants should not be permitted additional plots until the waiting list has been cleared.

Where no waiting list is in operation, incoming tenants should be limited to a maximum of two standard plots.

Existing tenants who already have multiple plots can of course retain the plots they occupy.

3.4 ORGANISATIONS/PROJECTS

There is a growing number of applications from organisations (or for specific projects) where the use of an allotment may potentially differ to standard, or generally accepted, practice.

In some cases, there have been unsatisfactory consequences which have resulted in conflict or unnecessary costs to the City Council.

Any request to let a plot to an organization, charity, or for a defined project, must have a signed Pre-Tenancy before the formal Tenancy Agreement is completed.

The Pre-tenancy Application assesses the likely implications of the project being on site and, where necessary, the Allotments Officer may consult with the Association and/or the Birmingham & District Allotments Confederation before agreeing to the tenancy. Supplementary conditions may also be imposed in order to manage the resulting tenancy and to minimise any clearance or reinstatement costs at the point of termination.

Forms are available from the Allotment Officer.

3.5 TENANCY CANCELLATIONS

In many instances plotholders relinquish their tenancy simply by absence from the plot. In such circumstances, effort should be made to contact the person to establish their intentions. This may coincide with the issue of Notice of Re-entry for lack of cultivation or Notice to Quit for non-payment of rent. In either case, where Notice has been served by the Council, that terminates the tenancy at a pre-determined date following which the plot may be re-let.

In other circumstances, a tenant may indicate verbally that they intend to give up their Tenancy. In this case, it is advisable to ask that they complete a cancellation form. This form should be forwarded to the Allotments Officer to amend the tenancy record.

If a tenant ends their tenancy via email, please forward the email to the Allotments Officer.

3.6 GDPR & DATA PROTECTION

The Data Protection Act and GDPR govern the use and storage of all personal information, including tenancy agreements, rent rolls, rent payments.
For security, it is necessary for all paper based information to be held securely in a lockable container) and for any computer held information to be password-protected. Personal information should ONLY be given to Committee Members on a strict 'need to know' basis.

THE SIX PRINCIPLES OF GDPR

The GDPR seeks to uphold six principles when an individual's personal data is 'processed' (the term 'processing' is a wide term which covers most things
which can be done with personal data, including collecting it, storing it and using it):

1. **Personal data must be processed fairly and lawfully and in a transparent manner.**
2. **Personal information must be collected for specified, explicit and legitimate purposes.**
3. **Personal data must be adequate, relevant and limited to what is necessary for the purpose**
4. **Personal data must be accurate and up to date.**
5. **Personal data must not be kept longer than is necessary.**
6. **Personal information must be processed in a manner which ensures security of the personal data against unlawful use.**

DATA PROTECTION POLICY AND GUIDANCE
ALLOTMENT ASSOCIATIONS

Is it relevant?

- ✓ Only collect personal information if there is a need to do so

Is it secure?

- ✓ All personal data must be kept secure – if the data is on a computer, the computer and the file with the data must be password protected. Memory sticks or other storage devices should be locked away when not in use.
- ✓ Tenancy agreements, rent rolls and other information should be stored securely in a lockable cabinet or other suitable storage (e.g. lockable metal boxes). You may use your devolved budget to buy a new lockable box if required.
- ✓ Paper records should only be left on site in a secure locked building.
  If the building isn't secure – the data should be stored at home.

Is it up to date?

- ✓ Only store information that is up to date – don't hold on to old tenancy agreements after a tenant has left the site. Once a tenant leaves the site, destroy the records. Shredding is the best option to destroy old records. You may use your devolved budget to buy a small paper shredder.
- ✓ Personal information (names, addresses etc) should only be required by Committee Officers – Chairman, Secretary, Treasurer. Some sites do have Lettings Officers – they will be permitted to obtain the personal data to complete the tenancy agreement.
- ✓ Personal information should not be left open to view by individuals who are not authorised to see it.
- ✓ Don't leave tenant details in a vehicle overnight.
- ✓ Once a tenancy agreement has been signed, it is unlikely that the record will be needed on a daily basis – only use the records needed at a given time i.e – only use the rent roll to collect the rent – other tenant data should be kept secure unless it is needed. If you need a tenant's address for a letter, or a phone number, only obtain the information required for that moment. Don't carry records around 'for just in case'.
- ✓ If you are using a computer to look at allotment records in a public place, ensure that the screen is not in view of people passing by. If the device is left on, make sure the lock screen is switched on if you are not working on the computer.
- ✓ If you are sending a general email to more than one tenant– i.e. information about rent collection, general site information, event information – ALWAYS add the email addresses in the BCC (Blind Carbon Copy) area of the email. This will prevent personal email addresses being revealed.
- ✓ The Rent Roll is classed as sensitive data – do not display the rent roll on Noticeboards.
- ✓ Do not offer contact details to tenants unless you have been given permission to do so.
- ✓ When a new tenant signs the tenancy agreement, ensure that they have the name and contact details of the Site Secretary or specific Committee Member who monitors/holds the data. You could also mention the role of the BDAC.

4.1.1 RENT COLLECTION

Rent relates primarily to the size of the plot (the category) and is banded thus:

Category M (A*) (mini)	**up to 100 sq yards**	**84 sq m**
Category A (small)	**101 - 200 sq yards**	**85—167 sq m**
Category B/C (standard)	**201 – 400 sq yards**	**168—334 sq m**
Category D/E (large)	**401 – 600 sq yards**	**335—502 sq m**

The splitting of plots is fully covered in Section 3.2. In simple terms, the appropriate rent is derived from the new category of plot formed by splitting.

Tool Lockers, Chalets and Greenhouses leased from the City have an additional fee of £1 p.a.

The full range of rents for 2016/17 - 2019/20 are shown later, and new rate tables are sent to Site Secretaries as part of the rent collection mail out.

4.1.2 DISCOUNTS

From 1 October 2014, the age discount will be applied to any tenant who is over 65.

Any tenant that has already reached the age of 60 (anyone born on or before 30 September 1954) will continue to receive the 50% discount.

Existing tenants that are 60 AFTER 1 October 2014 will have to wait until they are 65 before they receive the rebate.

Half rent applies automatically to new tenancies taken after 1 April. There after, the appropriate full rent will apply.

Associations have the discretion to allow a rent concession. If the plot is severely overgrown, the concession should only apply in the second year of tenancy, provided that the plot has been brought to an acceptable standard.

All tenants are required to pay when they sign their Tenancy Agreement and annually thereafter. For new tenants, the Agreement, rent receipt and income return should be forwarded simultaneously to the Allotments Officer.

4.1.3 ANNUAL RENT COLLECTION

The 'due date' for annual rent collection is 1 October. A rent roll and full collection instructions are sent out by the Allotment Officer, usually by mid September.

The key priorities are to:

- **inspect the Rent Roll immediately. Report any errors, or tenancy changes (or surrenders) and resolve any doubts or queries in advance of collection.**
- **determine which days will be designated 'rent days' and inform plotholders (either by letter or by a notice on site)**
- **decide on your method of submitting rent to the City (see section 4.2)**

The full calendar of processes is set out below:

Mid September	**-**	**Rent Roll Issued**
1 October	**-**	**Start of rent collection**
9 November	**-**	**Last day for settlement before Notices are issued**
c.12 November	**-**	**Notice to Quit issued. Preliminary reports to Associations of direct payments and Notices served (non payers)**
c.12 December	**-**	**Expiry of Notices – confirmation of eviction. Final reports to Associations of direct payments and evictions.**

4.1.4 RENT RECEIPTS - PROCEDURE

Those responsible for collecting rent should collect the amount due stated on the Rent Roll (any query about individual amounts should be resolved with the Allotments Officer before commencing collection). A rent receipt should be completed (ensure that all details are entered, particularly name, plot number and the value in both words and numbers). The original is given to the tenant, the middle 'Office Copy' copy is sent to the Allotments Officer and the third copy remains in the book.

Do not include in the rent any Association membership fees, key deposits, or any other payments that are not due to the City Council.

Most plotholders tend to pay in cash but should be encouraged to pay by cheque or postal order. When payment is offered by cheque or postal order, this should be made out to the Allotment Association to process through the Association Account.

Plotholders' personal cheques should NOT be sent to the Allotments Officer all cheques must be processed by the Association in one of the methods described in section 4.2.

Site Secretaries or other members of the Committee should not send in personal cheques on behalf of other tenants to the City Council, or to by-pass the rent going through the Association Account.

During the main rent collection period, it is recommended that batches of red receipts are forwarded weekly to the Allotment Officer.
These should be detached in strips (not singly) and sent with a summary Income Return form. Submissions of payment should ideally be done simultaneously (see later). Complete the Income Return in full so that the range of receipts expected and their value can be identified.

4.1.4 TIPS

- **Avoid hoarding receipts – send them in promptly (to avoid unnecessary NTQ)**
- **RENT RECEIPTS SHOULD ONLY BE SENT TO THE ALLOTMENTS OFFICER**
- **Do not overwrite or correct receipts, void them and complete a new receipt. Void receipts must be forwarded to the Allotments Officer.**
- **Ensure that card is inserted between sets of receipts to prevent details copying through to unused receipts. Where possible, receipts should be sent in the strips as they appear in the rent receipt book.**
- **Associations must ensure that any remainder of receipts are submitted within 2 working days of 9 November and similarly at the close of the rent period**
- **Ensure that the correct postage is paid – delivery has been refused by Royal Mail where postage is underpaid.**

4.1.6 COLLECTION AND BANKING OF RENT

This guidance page sets out recommended practice for the safe and secure collection of allotment rents. It should be read and adopted by all Allotment Association committee members with responsibility for these functions. Any new members carrying out these functions will be expected to attend a training workshop with the Allotment Officer.

The aim of these recommendations is to minimise the risk to individuals and to the security of rents. These are more specific to the main rent collection period but the principles also apply to cash handling at other times of the year.

Pre-collection

- **Notices advertising rent collection arrangements setting out dates and times should not be on public view (e.g. on site gates or fences).**

- **Collection days and times should be kept to the minimum considered necessary to provide a fair and reasonable timescale for tenants to pay.**
  Tenants should, wherever possible, pay by cheque or postal order as the preferred method and should receive clear guidance given on whether payment is to the Association or the City Council.

- **Site gates should be kept locked during collection times to prevent casual access to site.**

Collection

- **At least two people (one of whom must be a Committee Officer) should be present to administer collection. If other Association business is being conducted at the same time this should be assigned to other committee members and kept separate from the rent process.**

- **A record should be kept of cheque payments indicating name, sort code, cheque number and value. In the event of loss, this will help identify which cheques have been lost.**

- **Plotholders should be excluded when cash and cheques are being reconciled.**

Storage

- **Cash /cheques should NOT be left on site unless it is in a safe that meets the Council's audit specification.**

- **If rent has to be kept at home overnight, every precaution should be taken to ensure that it is secure (e.g. locked away and/or hidden from view).**
  Avoid keeping large amounts and bank monies as soon after collection as possible.

- **Keep receipt books separate to cash / cheques.**

4.1.6 COLLECTION AND BANKING OF RENT

Cash in transit

- **Where cash/cheques cannot be banked immediately they should be deposited on the next working day.**

- **When cash/ cheques are taken from site or taken to the bank (or Post Office) it should be taken by two people and, ideally, transported by vehicle rather than on foot or by public transport. Car doors should be kept locked and cash/ cheques kept out of sight.**

- **The routes used should be varied and, where possible, different branches or post offices used. Areas of known crime, quiet streets and alleyways should be avoided - keep to busy areas.**

- **Park close to Banks or Post Offices. Do not use bags that would obviously indicate the contents and carry a mobile phone that can be used to contact the Police in the event of attempted or actual robbery.**

- **If there is any suspicion that the vehicle is being followed, drive to the nearest police station or busy area and report the incident.**

Theft, loss

- **In the event of robbery, Association members are not expected to resist but should endeavour to note any details of the person that might help subsequent police enquiries.**

- **Report any incident to the police immediately and obtain a crime number. Notify the Allotments Officer with details of the incident, the crime number and details of the payments involved. Contact tenants whose cheques have been stolen.**

Training

- **Those committee members involved in rent collection and banking functions must attend a training workshop with the Allotment Officer.**

4.2 SUBMISSION OF RENT PAYMENTS

Once the rent receipts and rent have been balanced, send the red receipts and Income Return to the Allotment Service.

Plotholders' cheques must be made out to the Association, and all collected rent should be paid into the Association account.

A cheque should then be completed from the Association Account, made payable to 'Birmingham City Council' and forwarded to the Allotment Officer.

Associations now have two options in submitting cheques during the rent period.

OPTION ONE - to send a cheque with each yellow income return and receipt submission

OPTION TWO - send one cheque for all the rent submitted during the rent period (1 October - mid December).

If your Committee opt for OPTION TWO, you MUST still send in the receipts to the Allotments Officer each week during the rent collection. Do not delay submission of the rent receipts under any circumstances!

If your Committee does chose OPTION TWO, please write 'cheque to follow' on the yellow income return form.

ALLOTMENT RENT AND FEE CHARGES

Rates for all plots will increase annually in line with inflation (RPI as at 1st August).

Additional fee for tool lockers, chalets, greenhouses - £1.00

Late Payment Penalty - £10.00 (applies to annual rent not settled by 9th November.

4.3 FUNDING STREAMS

In addition to the revenue budget provided to the Allotments Service, there are other sources of funding that may be used towards service delivery. Some of these may be suspended as funds expire or for budgetary control.

THE FLO PICKERING MEMORIAL FUND

This is an account where income is gained from Capital Receipts generated by the disposal of surplus allotment land. The unpredictable value, frequency and timing of land sales means that, year on year, funding is not guaranteed. However, given the larger scale of resources ultimately produced, it is generally more suitable for major remedial or improvement works (e.g. pavilions, toilet blocks, drainage works, fencing). The Memorial Fund is managed under a formal Agreement between the City and the Birmingham & District Allotments Confederation (N.B. this is not a grant arrangement)

By convention, any site surrendering surplus land will benefit first from the resultant capital receipts, with any unused balance being returned to a central 'pot' for redistribution via annual programmes.

See Appendix for further information regarding the Flo Pickering Fund

THE ROBINS FUND

This fund reserve has been fully spent.

Footnote—*all Capital programmes and applications under the Robins Fund grant arrangements are agreed by the Council and the BDAC through the Allotments Consultative Committee.*

4.3 FUNDING STREAMS

SECTION 106 (PLANNING)

In cases where the disposal of allotment land is permitted to enable a developer (or capital) scheme to proceed, the legal Agreement generates a 'compensation value' commonly referred to as a 'Section 106'. This provides a capital sum (from the developer) which is used towards improving the remaining allotment site. It is site specific and cannot be diverted to other locations or assimilated with the Flo Pickering Memorial Fund.

OTHER SOURCES

The BDAC have a funding officer to help with submissions for grants, and identifying funding sources.

Birmingham Open Spaces Forum (BOSF) can also offer help and support, and identify funding streams. Please follow the link below for more information and guidance.

http://bosf.org.uk/birmingham-open-spaces-forum/funding/

If you would like to contact BOSF, please email info@bosf.org.uk

4.4 EXTERNAL GRANTS

Increasingly, Associations acquire funds (through external sources) to enable them to pay for site improvements – for example clubhouse repairs, fencing, steel units etc. It is worth drawing attention to some key factors that require consideration when applying for grants.

- **Any works for which funding is being sought MUST be agreed in principle by the Allotment Officer.**

- **Certain works may require Planning consent and/or Building Regulations. In some cases, this may by obtained by the contractor, but if not, advice must be sought from the Allotment Officer BEFORE work is ordered.**

- **If Associations decide to order work direct, they take full responsibility for the quality of the works and liaison with the contractors. VAT is also payable and this needs to be considered in the grant application.**

It is therefore recommended that ALL grant proposals are discussed with the Allotment Officer and a Notification of Grant form completed.

4.5 DEVOLVED BUDGET

Under their Management Agreement, Associations will be issued a devolved budget in April/May. This is to cover their liabilities for the following costs where they are incurred (refer to Schedule 3 and 7 of the Agreement)

Water and sewerage charges
Repairs and maintenance
Cess pit or portaloo servicing
Pest control
Toilet Cleaning Supplies

The sum due to each Association will be calculated based initially on budgets assumed for 2014/15 income), and increased annually in line with inflation provided that forecast income will support this.

Calculations for water and sewerage take into account 'fixed' costs such as standing charges, surface water drainage, bib tap charges and include a per capita usage allowance based on tenancy occupation.

The repairs budget will be assigned first to statutory works such as gas, electrical and fire extinguisher inspections before being distributed on a per capita basis. Cess pit and portaloo budgets will be closely based on existing charges and schedule.

Pest control budgets will be determined on a per capita basis.

The overall devolved budget may be used according to the Association's needs and any balance at the end of the financial year can be carried forward.

An emergency reserve will be held by the Council for essential major works (e.g underground bursts) and application for funding/execution should be made to the Council via the BDAC.

A separate record of income and expenditure must be maintained and an annual income and expenditure statement for the financial year submitted to the Allotments Officer by 31 March.

SCHEDULE 7

ALLOTMENTS DEVOLVED BUDGET

INCOME & EXPENDITURE ACCOUNT

NAME OF ASSOCIATION: _____

YEAR 20_____ /20_____

This statement should be completed each year and submitted to the Allotments Officer by 31 March. Only items relating to the devolved budget should be included (i.e. not management fee items).

Date	Income Details	Amount £	Expenditure Details	Amount £
TOTALS		£		£

INCOME LESS EXPENDITURE £

AMOUNT CARRIED FORWARD £

5.1 ALLOTMENT RULES

The Allotment Rules apply to all tenants and set out the main conditions of their tenancy. A copy must be given to all incoming tenants when they sign their Agreement and Secretaries should familiarise new plotholders with any particular arrangements specific to their site.

The Rules may be changed with 12 months notice.

5.2 NON-CULTIVATION

It is a condition of an allotment tenancy that a plot is well cultivated (i.e.) the majority of the plot is used to grow crops). A maximum of 25% of the plot may be used for other purposes (shed, greenhouse, polytunnel, water butts etc).

Plots must be well maintained and kept under control to minimise weed spread to adjoining plots. Assessment of the standard of cultivation can be subjective and advice is available from Advisors or the BDAC.

There is a formal process for dealing with non-cultivation set out overleaf. The review should ideally be carried out by a group of Committee Members, including one of the Officers (usually the Secretary).

A formal review is required by 30 April each year, but that does not preclude non-cultivation reviews that may be initiated at later points in the year.

However, the process must be capable of conclusion (i.e. any Notice must expire) before the commencement of the main rent procedures at 1 September.
This means that any Letters of Concern MUST be notified to the Allotments Officer by 1 JULY.

It is the Association's responsibility to inform the Allotment Officer of any letters of concern and to request the issue of a Notice of Re-entry and the withdrawal of a Notice or the confirmation of eviction on the final review.

When the Council issues Letters of Concern or Notices of Re-entry, a copy of the letter will be sent to the Association Secretary confirming the review dates and content of the letter.

Any disputes regarding the condition of a plot should initially be referred to the appointed Advisors or the BDAC.

Whilst Letters of Concern remain on file, they have to be renewed each year after 1 October if eviction hasn't taken place (except for hosepipe and bonfire warnings)

PROCEDURE NOTE FOR DEALING WITH NON-CULTIVATION OF PLOTS

- **First Stage**

  If a tenanted plot shows obvious signs of non-cultivation, the Association (through the Secretary) should make early contact with the plotholder to ascertain the cause. There may, of course, be very good reasons (illness, hospitalisation, family responsibilities, work commitments) why a plot is being neglected and it is important to establish the reasons ahead of more formal action under second and third stages. Ideally, enquiries should be made by speaking to the plotholder, but if this is not possible, a simple polite letter can be sent.

- **Second Stage**

  A formal site inspection should be carried out by **30 April** each year. Associations may then issue a **Letter of Concern** without the need for consultation with the Allotments Officer. A copy of the model text is overleaf and this seeks to obtain a written statement of the reason and an undertaking to improve cultivation within a given period. In practice, the time permitted should be no less than 14 days and no more that 28 days.

  A copy of this letter (or confirmation of the date issued) should be provided to the Allotments Officer for recording.

- **Third Stage**

  At the expiry of the period given (and in the absence of an adequate improvement), the Association may then request the issue of a formal Notice of Re-entry giving a final 28 days in which to improve the standard of cultivation. This request should be made to the Allotments Officer.

  Confirmation of the NoR will be sent to the Association.

- **Final Stage**

  On the expiry of the NoR, the Association should inspect the plot and make a final decision on whether or not to recommend the termination of the tenancy. In the event of termination, the Allotments Officer will write to the plotholder confirming the decision and giving 7 days in which to clear personal items from the plot. Notification will be sent to the Association.

MODEL LETTER OF CONCERN

Date: _____

Allotment Site:_____

To:

Dear Plotholder:

Re:_____Allotments, Plot No: _____

I am writing to you to express concern about the condition of your plot and to draw your attention to the lack of cultivation.

There may, of course, be genuine reasons of which the Association is not aware (illness, family or work commitments). Nevertheless, it would be helpful to know whether you expect to resume cultivation, whether you need help or advice or if, in fact, you no longer wish to rent the plot.

Please return the slip below (or contact me) within 28 days to clarify the situation.

The Allotment Rules do require plots to be well cultivated and I am obliged to point out that in the absence of any communication, or of an adequate improvement in your plot within this period, the City Council will serve a Notice of Re-entry which could result in the termination of your Tenancy .

I do hope that we can resolve this situation without the need of involving formal procedures.

Thank you for your co-operation.

Yours sincerely

Site Secretary

On behalf of: _____Allotments Association

Tick box as appropriate

To: Allotment Association Secretary, _____Allotments

RE: Plot No: _____

☐ I will improve cultivation within 28 days

☐ I am unable to improve my plot because: _____

_____

_____

☐ I wish to surrender my tenancy.

Signed:_____Name: _____

Date:_____

5.3 PLOT CONDITION – MODEL LETTER OF INTENT

Section 5.2 of the Allotments Management Handbook sets out the procedures for dealing with the non-cultivation of plots and refers to the Letter of Concern and Notice of Re-entry. It is essential that the completion of this process is achieved before the rent period begins.

There are often circumstances towards the end of the main growing season where plot condition provokes concern and a new process for dealing with this was agreed with the Birmingham & District Allotments Confederation at the Allotments Consultative Committee meeting on 28 September 2012.

Where, at the end of the season, there is justifiable concern about the condition of a plot - e.g. deteriorating cultivation, accumulation of rubbish – Associations may issue a 'Letter of Intent'.
This requires the tenant to deal with those issues during the winter period and effectively is an extended Letter of Concern. If the remedial measures required have not been carried out by the time of the site plot inspection the following Spring, the Association may ask the Council to issue a Notice of Re-entry. The Allotments Officer needs to be informed when a Letter of Intent has been issued.

[Tenant Address] *[SITE SEC CONTACT DETAILS]*

Date:

Dear

_____ALLOTMENTS—PLOT _____

The Association committee has noted that the condition of your plot has been deteriorating recently and that the scale of cultivation this season and condition of the plot are now falling short of the standard generally expected.

The Council's Allotment Rules 5.2 and 5.4 require the plot to be kept tidy and a good standard of cultivation to be maintained. I am therefore writing to advise you that your plot is giving concern and to ask that over the forthcoming winter period you take steps to prepare the ground ready for full cultivation next year.

[set out any specific issues – e.g. removal of rubbish, maintenance of pathways etc]

If, during the committee's inspection of plots in the spring, it is felt that you have not done sufficient to bring your plot to the required standard, the Association will be asking the Council to issue a Notice of Re-entry.

If there are any issues regarding the plot or your circumstances that you wish to bring to my attention then please contact me.

Yours sincerely

Secretary

_____Allotments Association

5.3.1 STRUCTURES – SHEDS & GREENHOUSES

A tenant may have one shed, one greenhouse and one polytunnel.

(a) The maximum dimensions for a shed (or greenhouse) are 10' x 8' (3m x 2.4m) and a maximum height of 8'6" (2.6m). These structures do not require prior approval but must not be erected on permanent bases or be within 2' of any neighbouring plot or property (i.e. resident's fence). They must also have guttering attached and be connected to a water butt or similar container.

(b) The shed may be a manufactured approved design of either metal or timber. Sheds constructed by plotholder should consist of new timber. The framework should be of clean sawn wood, clad with paned softwood or cedarwood, shiplap or weather boarding. The roof should consist of boards laid on purlins. Rigid corrugated plastic is permitted. The shed is to be sited, where possible, at the rear of the plot or as directed by the Association.

(c) The shed is to be painted mid-green (cedarwood sheds are to be treated with a suitable wood preservative when completed) and also at 3 yearly intervals. Sheds must be kept in good repair at all times.

(d) Felt covering on shed sides is not permitted. Water containers must also be painted mid-green and kept in good repair at all times.

(e) No permanent foundations are to be laid. The shed may be supported on temporary foundations not exceeding 9" (0.229 metres) in height laid dry.

(f) No addition or extensions are permitted without prior approval. The roof side and surrounding area must be clear and tidy at all times.

SPECIFICATIONS FOR GREENHOUSES

(a) The maximum permitted area is 105 sq ft (9.775 sq metres).
The maximum height is 8' 6" (2.591 metres)

(b) The framework should consist of planed softwood or cedarwood. Proper glazing bars must be used. Manufactured metal structures are also permitted.

(c) Glazing must be with glass or purpose designed PVC materials.
Thin polythene sheeting is NOT permitted.

(d) No permanent foundations are to be laid. The greenhouse may rest on temporary foundations not more than 9" (0.229 metres) in height laid dry. The greenhouse, where possible, is to be sited at the rear of the plot or as directed by the Association.

(e) All wood work is to be painted either white, mid-green or to be suitably treated with wood preservative when completed and also at 3 yearly intervals. Aluminium paint may also be used. The greenhouse must be kept in good repair at all times.

5.3.2 STRUCTURES – POLYTUNNELS

POLYTUNNELS
SPECIFICATIONS AND PROCEDURES

Definition :

A polytunnel is defined as a permanent walk-in structure.

Construction :

The tunnel should be of a commercial design, composed of rigid tubular steel (or plastic) with a polythene or similar covering.
Tunnels must be maintained in good order and should not be allowed to deteriorate or pose a risk to plotholders.
NO permanent foundations are to be laid—this includes concrete.

Dimensions :

The maximum dimension for a single structure is 20' (6m) x 10' (3m) x 8' 6" (2.5m) and only one tunnel of this size is permitted per plotholder. Smaller tunnels may be aggregated provided that the overall base area does not exceed 200 sq ft (c.22 sq m).

Location:

Tunnels should be sited towards the rear of plots and must not interfere with neighbouring plots or unduly restrict access to light.

Approval procedure

Plotholders must seek approval for tunnels through their Association Secretary.

The Allotment Officer will be the final arbiter and may require a tunnel to be modified, relocated or removed if it does not comply with the conditions above.

Exceptions:

Dispensation may be given by the Allotment Officer to exceed the specification in the case of group-use plots where there is a justifiable reason to do so.

5.3.3 OTHER STRUCTURES

TEMPORARY STRUCTURE - 1 JUNE—31 OCTOBER

Maximum Permitted Size		**600sq. ft (55.74 sq.metres)**
Maximum Permitted Height		**7' (2.13 metres)**
Construction	**1.**	**Framework of clean sawn timber, metal or approved manufactured design.**
	2.	**Covering of clean heavy gauge polythene sheeting.**

COMPOST CONTAINERS

Maximum Permitted Area	**4' x 6' x 2'6"**
Construction	**Wood or mesh or of an approved manufactured design.**
Siting	**Where possible at the rear of the plot or as directed by the Allotment Association**

5.4 BONFIRES

Bonfires are only permitted during the months of March and November and only for the disposal of diseased plant material (Allotment Rule 6.2)

Bonfires should not be allowed to cause a nuisance to neighbouring residents or smoke to drift across adjacent roads, and under no circumstances should they be left unattended. Plotholders should give consideration to the size of the fire and any prevailing weather conditions that might disperse smoke over a wide area.

Please remind tenants that if the sun is shining, local residents will have their windows open or washing on their washing lines—try to have fires early evening to minimise complaints, particularly in Spring.

Organic waste should be composted and all non compostable waste should be taken to local amenity sites for disposal.

Tenants who abuse the Rule or cause nuisance will receive a final warning any repetition will result in eviction.

5.5 WATER USAGE AND HOSEPIPES

The Council provides water to all allotment sites, however, budget limitations may make it necessary to impose constraints to reduce costs. Leakage also contributes to high costs and repairs of underground bursts, standpipes and other water service facilities are a priority and form a high proportion of maintenance works.

Changes in weather patterns impact upon the need for water for crops during prolonged dry periods and tenants are encouraged to harvest rainwater to ease pressure on mains water usage.

Hosepipes are only permitted to fill water containers and may not be used to water crops directly from a standpipe as this results in considerable wastage. Tenants who break the Rule will be warned and any repetition will result in eviction.

5.6 COMPLAINTS HANDLING

- **All complaints and disputes must be referred initially to the Allotment Association Secretary**

- **Where a serious complaint is made against another tenant (e.g. conduct, harassment etc), this must be done in writing and supported by independent witness statements.**

- **The Association will have responsibility for investigating complaints gathering and considering evidence, assessing the allegations and evidence, reconciling the dispute and, where appropriate, making any recommendations for the issue of a penalty or eviction.**

- **Guidance and mediation will be available from Local Advisors and the BDAC.**

- **Where a warning or eviction is considered appropriate, the Association must refer its recommendation (and evidence) to the Advisor for submission to the BDAC and the Council.**

- **Where complaints are made to the Council, these will be referred to the Association, or if it is considered appropriate, to the BDAC for investigation and resolution.**

- **Where there is no Association, the complaint will be referred to the BDAC**

BIRMINGHAM AND DISTRICT ALLOTMENTS CONFEDERATION

TO ALL TENANTS & ALLOTMENT COMMITTEES
PROCEDURES FOR ADVICE, QUESTIONS AND PROBLEMS

Stage One - FOR ASSOCIATIONS TO TAKE ACTION
Display contact details of ADVISORS please for all on site.

1] Association/tenant resolves issues on site where possible (many do so now)

2] If an association **or plot holder** needs some help then **contact advisors** (any written or photographic evidence, {dated}, should be made available)
Go to >>>>> **STAGE TWO**

Stage Two - FOR ADVISORS TO TAKE ACTION

3] Respond to contact from association or individual plot holder.

4] Either **offer advice**/or **refer to team executive member,** all **dated** evidence (written/ photographic) needs to be made available. >>>>> **STAGE THREE**

Stage Three—FOR EXECUTIVE MEMBERS TO TAKE ACTION

5] Respond to advisors and give advice/make arrangements to visit site. Evidence must be made available.

6] Refer to executive officers for advice or action**. >>> >> STAGE FOUR**

Stage Four - FOR EXECUTIVE OFFICERS TO TAKE ACTION

7] Aim to resolve issue directly or consult with allotment officers.

8] Refer to arbitration committee for resolution. Allotment Officer[s] will be kept advised.

Stage Five - *ARBITRATION PANEL MEETS AND DECISIONS WILL BE FINAL.*

***GOING THROUGH THE STAGES *WILL NOT BE* A LENGTHY PROCESS AND ASSOCIATIONS ARE ASSURED OF ACTION.**

*If you contact BDAC Secretary or Chairman, we may ask you to contact advisors or executive members, depending on nature of issue.

*It is important to work like this to enable smooth management of sites.

THIS PROCEDURE APPLIES TO BOTH COMMITTEE MEMBERS AND TENANTS

BIRMINGHAM & DISTRICT ALLOTMENTS CONFEDERATION
CLIVE BIRCH
354 1512
clivebirch@blueyonder.co.uk

BARBARA SMITH
bdac.allotments@gmail.com

5.6 COMPLAINTS HANDLING

Introduction

In applying the Allotment Rules, all Allotment Associations have a responsibility to ensure that tenants observe their conditions of tenancy. This includes dealing with complaints and, where it arises, harassment. Most Associations automatically deal with low-level everyday issues, but in more serious cases a formal approach will be required by both the complainant and the Association.

A formal complaint is one made in writing (or by email). Associations are required to investigate and either resolve the complaint or engage the assistance of Advisors who may advise or mediate in such matters. Any recommendation by the Association arising from the investigation should be submitted to Advisors for reference to the BDAC.

Advice can be sought from Advisors or the BDAC at any stage in the procedure. It is vital that any investigation is conducted fairly and thoroughly to avoid any inference of bias.

Assessment of the complaint

Most formal complaints typically relate to tenant conduct – unwelcome or abusive comments, offensive language, threatening behaviour etc. These incidents constitute harassment under Allotment Rules 15.1 – 15.3.

Once a formal written complaint has been received by the Association it needs to be acknowledged and assessed for completeness. Does the complainant's statement specify sufficient detail about the alleged incident(s); are dates and times indicated; are witnesses named or their statements attached ? Where more detail is required, the complainant should be asked to supply it.

5.6 COMPLAINTS HANDLING

Evidence

Any complaint alleging harassment must be corroborated by two independent witness statements. The complainant should either provide these or give the names of those witnessing the incident so that the Association can approach those individuals for written statements. It is inadvisable to proceed with an investigation where there is inadequate corroboration of the allegation; in such cases the complaint should be refused.

Investigation

Provided that the complaint and evidence support action by the Association, it is preferable for Committee Officers to agree an approach towards resolving the matter. The options are to write to the person accused of any misconduct or to invite a verbal response before a panel of nominated Committee members ideally chaired by the Association Chairman or Secretary.

Where a letter is sent, it should detail the complaint and mention any evidence that has been provided. It is not necessary to include copies of statements but where this is requested personal details such as addresses, phone numbers etc must be made unreadable. A time limit of no more than 14 days should be allowed for a response.

Where it is decided to deal with the matter verbally, the accused person should still be given a written outline of the complaint and asked to provide their account at a meeting with the Committee panel. The meeting needs to be recorded (i.e. minuted) to capture any representation made. It should not be necessary for the complainant to be present during this and any conflict in evidence can be resolved separately.

5.6 COMPLAINTS HANDLING

Outcome

Once both accounts have been received and considered, the Association may be able to reconcile both sides – in some cases an apology may be acceptable to the complainant. If this is achievable then the Association can arrange for a suitable conclusion and advise both sides of the agreed outcome to close the complaint.

If, after considering the evidence, the Association feels that a formal penalty should be issued by the Council, it should submit all of the evidence (including the record of any formal 'hearing') together with its recommendation written to the Advisors for reference to the BDAC. The BDAC may then make a final recommendation to the Allotments Officer who will consider what is appropriate and will issue any warnings or, if circumstances justify, a Notice of Re-entry terminating the tenancy.

Where the Council does not uphold the Association's recommendation an explanation will be provided.

Advisers

Advisers cover a number of sites in a defined area and can be asked to provide assistance towards the resolution of disputes. They will support and guide Associations and will receive any formal recommendation by a Committee referring this to the BDAC which will, if necessary, submit documentation to the Allotments Officer for a final decision.

Birmingham & District Allotments Confederation

Under its Management Agreement with the Council, the BDAC has a mediation role. Officers can provide advice and, if necessary, mediate in disputes or complaints or attend 'hearings' to offer independent guidance.

5.7.1 TREES ON PLOTS

Although the Allotment Rules do not currently deal with bushes and trees on plots, Allotment Officers have operated a practice over many years to limit planting. The reasons behind this were to ensure that, once vacated, the plot could be easily maintained (i.e. access was not restricted) and that trees did not inhibit re-letting the plot.

The only trees that are permitted on plots are dwarf fruit trees. A maximum of 6 are permitted for each plot.

This guidance will be incorporated into a later revision of the Allotment Rules but should be applied immediately.

It will not be enforced retrospectively.

5.7.2 REPORTING AN ISSUE WITH A TREE, OR SEEKING ADVICE REGARDING A TREE

Any issues with trees should be forwarded to the City Council's Tree Service, not the Allotments Officer.

Either log the enquiry online: www.birmingham.gov.uk/trees

Or phone 0121 464 8728

6.1 HEALTH & SAFETY TRAINING

Associations are required by the Management Agreement to monitor and manage safety issues and mitigate risks.

Where possible, a training workshop is organized at least annually and is open to anyone either appointed to manage Health & Safety or who wishes to have a better understanding of risk management.

6.2 INSURANCE

The Council's Public Liability insurance only covers circumstances where damage or injury due to negligence on the part of the Council or its employees.

The Council's insurance does not extend to activities undertaken by plotholders or Allotment Associations or injuries sustained by plotholders except where the Council is proven to be legally liable.

Plotholders are advised to acquire suitable personal accident insurance cover for the activities they undertake on site. Some Household insurance polices may extend to cover such areas of personal risk.

Buildings on site owned by the Council are only covered by fire insurance.

The Council has arranged for Public Liability insurance cover of up to £5m on behalf of all Allotment Associations through the BDAC.
This provides cover for Public Liability, member to member liability, Employers Liability, Events and indemnifies the Council or landowners against liability.

It will not cover Associations' own risks such as loss of equipment or money, and does not cover any activity in the pavilion.

ORGANISATION 'EVENTS' ON PLOTS
Increasingly, organisations or charities are using plots for events - this could be group use of a plot, growing 'schools' or other community use.

Whilst this is encouraged, the tenant responsible for the group use of the plot will need to confirm that they have Public Liability insurance, sign an indemnity waiver available from the Allotment Officer, and complete an Events application and Risk Assessment, to be submitted to the Allotments Officer within 4 weeks of the event/session.

SCHOOLS
Schools are permitted to visit sites. It is advisable that the School complete a risk assessment for their own records before pupils visit the site, to ensure that they are aware of any specific risks.

6.3 HAZARDOUS SUBSTANCES

Pesticides – only pesticides approved by DEFRA for horticultural use should be purchased for resale through Association trading shops.

Only minimum supplies should be kept in lockable containers and the contents should not be removed from their original packaging or transferred or decanted to unmarked containers.

Where the disposal of old stock is necessary, this should be discussed in advance with operatives at Council Waste Disposal sites so that arrangements can be made.

Routine inspections of stock will be made by Council Officers to ensure compliance.

Asbestos – asbestos should not be brought onto site. Where loose pieces are found, disposal will be arranged by the Council when it is possible to do so.

If loose asbestos needs to be stored before removal, the following practice should be followed :

- Anyone handling the material should wear gloves, disposable overalls and, if desirable, a face mask. All should be disposed of after use
- Before lifting, the asbestos should be thoroughly wet with water
- Do not break the material
- Place the material in heavy duty plastic bags and store in a safe location until collection

6.4 HIRE/LOAN OF MACHINERY BY ALLOTMENTS ASSOCIATIONS

Many sites now have cultivators/ rotovators and strimmers that are available for use by plotholders. In response to enquiries about the health and safety and insurance aspects of hiring or loaning rotovators, the accompanying advice has been provided by the Safety Advisor. Separate advice should be sought before any other machinery is made available to plotholders.

The following criteria should be met for cultivators, rotovators or strimmers:

- **That the public liability insurance company confirms that the loan or hire (for reward) of the tool by the Committee to bona fide plotholders of the allotment association is acceptable to the insurers insofar in that they indemnify the Committee or any nominated official against claims for injury or damage arising from the use of the tool on the site by a plotholder. This request and confirmation should be in writing from the Committee and the insurers.**

- **That each and every occasion the tool is loaned or hired it is to be recorded in a book for this purpose which indicates the name of the person to whom it is hired, the term of the hire, the name of the person authorised to hire the tool, confirmation by signature of the hirer that safety information regarding the safe use of the tool has been issued to the hirer and that any safety instructions within the manufacturers' operating procedures manual is understood.**
  Note: Where the tool is hired to non-English speaking plot holders these safety instructions must be translated to their native tongue.

- **At the time the tool is hired a competent person, (someone who has the experience and knowledge of machinery to instruct others on the requirements for safe operation), will give essential safety instructions to the hirer to cover in particular the danger of moving parts, the wearing of appropriate footwear and any precautions (when refuelling with petrol etc)**

- **Arrangements should be made on each occasion the tool is returned from hire for a competent person to check the tool and confirm in the hire book that it has been returned in a good serviceable condition. A label confirming that it has been checked signed and dated by the checker (CHECKED AND IN GOOD CONDITION) will be affixed to the tool. Likewise if the machine is found to be defective a label "DO NOT USE DEFECTIVE EQUIPMENT" must be attached if defects are identified. It is suggested green labels are used for satisfactory and red for defective.**

The Department can assist in the provision of copies of manufacturers safety instructions for issue to the hirer. These recommendations are designed to protect the Committee from possible claims for damages including personal injury or loss arising from use of such tool by a hirer. It also meets the duty under the Health and Safety at work Act to take all reasonable steps to prevent injury to a person arising from their activities.

If Associations have any doubts about the use of machinery, please consult your Allotment Officer.

6.5 UTILITIES

ELECTRICITY

Each Association must meet the cost of electricity used on its allotment site(s). The Council is responsible for arranging 5 yearly 17th Edition Safety checks of the lighting, mains and sockets (but not any appliances)

GAS

Similarly, the Association is responsible for meeting the cost of gas. The Council will arrange an annual inspection of the supply.

PORTABLE ELECTRICAL EQUIPMENT

Association members should visually inspect and record all electrical appliances or tools etc before use for signs of damage/wear and should arrange for them to be tested annually by a competent electrician (PAT testing). Suitable trade registered contractors are available through various sources or by contacting Safety Services. All appliances should carry a record of inspection. A Residual Current Device (RCD) must be in place when using hand tools or portable appliances with extension leads.

HEATING APPLIANCES

Liquid Propane Gas (LPG) cylinders should be stored, used and disposed of in accordance with the manufacturers instructions.

FIRE EXTINGUISHERS

The Council arranges for all fire extinguishers to be inspected annually.

CESS PITS, PORTALOOS

Associations are responsible for arranging the servicing of cess pits and portaloos.

6.6 REPORTING ARSON, THEFT, VANDALISM

The scale of incidents continues to rise and tends to increase during the winter and school holidays. It is not advisable to keep items of any value (e.g. cultivators) in sheds as these do not provide adequate security.

It is recommended that all incidents are reported to the Police and a Crime Number or Incident Number obtained. Where, for instance, several plotholders are affected, each individual should have to report details to the Police.

Association Secretaries are asked to complete and submit a report after each incident. If there are multiple Crime Numbers relating to a single incident (for instance, if a number of sheds are targeted), it would be helpful to have details. Where necessary (if pavilions, locks, fencing is damaged), the Allotment Officer should be contacted if major repairs are required.

6.7 EVENTS

EVENTS ON ALLOTMENT SITES
MEDIA VIP VISITORS

It is a traditional part of allotment life that Associations will want to hold events from time to time. These will normally take the form of Annual Shows, but may occasionally be Open Days, Presentations/Lectures, Charity fundraising events or TV/radio broadcasts.

Whilst the City Council fully supports the work of Associations in engaging with local residents and promoting allotment gardening, it is imperative that such events are properly and safely managed so as to avoid injury to those attending the events. Thus, it is particularly important that Associations consider the safety of visitors when organising events, whether they are primarily for plotholders or involve the general public. Associations that do not adopt the appropriate measures, may be liable for any claim arising from damage or injury - this may also effect individuals.

In order that the City Council can monitor the suitability of events being staged, Associations are required to notify the Allotments Officer at least 4 weeks in advance by submission of the attached form and relevant supporting documentation.
The City Council may alter or cancel an event if it is not satisfied with the organisation.

Whilst the City Council is insured, it is only liable where the authority is proven to be negligent. It does not cover events staged by Allotment Associations. The key factors to consider are:

1. **Risk assessment of the event. Identify risks and determine how they will be minimised or removed.**
2. **Inform the local Police.**

Once the documentation is passed to the Allotments Officer, a decision will be made either confirming or denying the request, and offering comments or advice to ensure the safety of plotholders and members of the public. When this is complete, the Allotments Officer will notify the Insurers of the date, time and nature of the event to ensure that it is covered by Public Liability insurance (see 6.2—Insurance)

MEDIA

ANY approaches by the media for filming, broadcast, blogs, photography, newspaper articles must be notified to the Allotments Officer as soon as received, and the filming company must complete the following form:
www.filmbirmingham.co.uk/contact/filming-request-online-form/
DO NOT AGREE TO ANY MEDIA INVOLVEMENT UNTIL YOU HAVE NOTIFIED THE ALLOMENTS OFFICER

In the majority of cases, the Allotments Officer will be supportive of any positive media regarding events or other aspects of allotment life being highlighted, however, sites should be aware of the pitfalls of media exposure—including the risk to identifying the site to individuals who may enter the site to cause damage or to steal items of value.

VIPS

Any planned visits by elected members, the Lord Mayor or other dignitaries must also be notified to the Allotment Officer at least 4 weeks in advance of the visit.

6.8 FIREWORKS / BONFIRE POLICY

Some Associations may not be aware of the City Council's policy on staging communal bonfire/ firework events.

Current Health & Safety policy does not permit the staging of any communal bonfire and/or firework displays on allotment sites.

Fireworks are NOT allowed on site under any circumstances.

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

Associations with pavilions may hire these out for private use provided that the official booking form is completed and that all the Conditions of Hire are met.

A copy of the Conditions must be given to potential hirers.

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

Associations with pavilions may hire these out for private use provided that the official booking form is completed and that all the Conditions of Hire are met.

GENERAL DEFINITIONS

- **The Allotments Associations ("The Association") means the organisation who use the site with the permission of Birmingham City Council.**
- **The Association Secretary ("The Secretary") means the person duly elected to serve as Secretary by the Allotments Association or their nominated representative.**

BOOKINGS

- **All bookings are to be made by the hirer in person who must be over the age of 18.**
- **All outstanding monies must be paid 28 days before the event.**
- **All licences, licence extensions and catering details must be produced 28 days before the event.**
- **If the event is booked less than 28 days before it is dues to take place, payment must be made in cash and in full.**

DEPOSITS/GUARANTEE

- **A deposit is required to secure the booking. This is non-returnable except where the booking is cancelled by the Association.**
- **A returnable guarantee fee to cover breakages, damages, losses, extra cleaning etc is payable with the final payment.**
- **The guarantee fee will be returned no later than 14 days after the event unless any damages or additional costs have been incurred (including if the event goes over the agreed time) by the Association, in which case an appropriate amount, as determined by the Secretary, will be retained.**

CHARGES

- **The hire charge will be determined by the Association.**
- **The Association reserves the right to alter charges without notice. All prices agreed will be honoured.**
- **Hire charges will be reviewed on an annual basis.**

CANCELLATION BY THE HIRER

- **Any cancellation must be in writing and must be made by the person named on the booking form.**
- **The deposit will be retained by the Association in the event of a cancellation unless an alternative booking is made.**

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

CANCELLATION BY THE ASSOCIATION

- **The Association reserves the right at any time to refuse or cancel the booking of any premises.**
- **The Association shall not be liable for any payments whatsoever, either to the hirer or to any person in respect of a claim for compensation or damage arising in any manner from the cancellation.**
- **In the event of a cancellation by the Association, every effort will be made to offer an alternative date or venue.**

RESTRICTIONS OF USE

- **The hired premises must be vacated by the time stated on the booking form.**
- **The use of the premises shall be restricted to those areas and times agreed on the booking form.**
- **The number of people attending must be restricted to that on the booking form.**
- **Arrangements for deliveries/collections outside of the times on the booking form must be made in agreement with the Association Secretary or their nominated representative.**
- **The accommodation shall not be used for any purpose other than that agreed on the booking form.**
- **The Association endorses the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises by an organisation where there is cause for apprehension that there might be a breach of the above policy.**
- **The Association will not hire premises to the Unification Church or that organisation operating under any other name.**
- **The Association has the right to request guests to leave if their behaviour is unacceptable.**
- **Exclusive use (no-one else can use the accommodation/facility) is not permitted unless a formal Tenancy or Licence Agreement has been drawn up with the City Council.**
- **These premises cannot be hired for commercial 'late-night' public music events.**
- **Access to allotment plots is not permitted without the permission of the plotholder.**

ALCOHOL

- **No alcohol is allowed on site.**

SECURITY

- **The responsible person, named on the booking form, must be available throughout the event and must make themselves known to the Secretary as soon as they arrive. Failure to do so could result in the event being cancelled.**
- **If by agreement with the Association, stewards are provided by the hirer, then there will be an agreed number of people who must be easily recognisable throughout the event.**
- **If during the event any person connected with the function is concerned about the safety of those present, or the building, they should inform the Secretary immediately.**

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

HEALTH AND SAFETY

- **All necessary licences, insurances and certificates (including Portable Appliance Testing), must be shown to the Secretary before the event.**
- **Emergency access routes and fire exits from the facilities must be kept clear at all times.**
- **The hirer must comply with all directions of the Secretary with regard to Health and Safety.**
- **All accidents and damage must be reported to the Secretary immediately.**
- **L.P.G. (Liquid Propane Gas) cannot be used.**
- **Non-flammable pressurised gases:**

  Helium for balloons – if helium is to be used, cylinders must be stored in a bottle cage or chained to a secure object. The hirer is responsible for ensuring that the person using the gas cylinder has been trained for its use.

- **The Association will not allow the building to be used unless it is safe for the purpose**

PROHIBITIONS

- **Inflammable materials are not allowed on the site unless by agreement with the Secretary.**
- **Any pyrotechnic, laser displays or articles of an explosive nature are not allowed on site.**
- **The only animals allowed on site are guide dogs, which must be kept on a lead.**
- **If decorations are to be used in any area, permission must be obtained beforehand from the Secretary.**

MEDIA/SPECIAL GUESTS

- **The Secretary must be made aware in advance of any contact with the media which may identify or impact upon the Site or the City Council and its employees.**
- **The Secretary must be made aware of any special guests invited to the event (e.g. Lord Mayor, M.P. etc)**

NOISE

- **If in the view of the Secretary, the noise level is deemed to be excessive, steps will be taken to reduce the level.**

SMOKING

- **No smoking is allowed on Council premises.**

DAMAGES

- **The Association cannot accept responsibility for personal injury or loss of/damage to personal belongings brought onto the Site. Adequate Public Liability Insurance is advised.**
- **Cars are left in the car park at the owners' risk.**
- **Any damages/losses caused to the Pavilion or the allotment site as a result of the hire, will be the responsibility of the hirer and costs will be recovered in full.**

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

RIGHT OF ENTRY

- **The Secretary and appropriate Council Officers have the right of entry to the hired premises at all times.**

CLEANING

- **A surcharge will be made for any extra cleaning necessary not covered by the normal booking fee. This surcharge will be deducted from the returnable guarantee.**
- **With the exception of tables and chairs, equipment and furnishings are excluded from the hire.**
- **It is the hirer's responsibility to provide black bags and remove all rubbish, packaging etc. at the end of the hire period.**
- **The tables and chairs must be left according to the agreement made at the time of the booking.**

CHILDREN & YOUNG PERSONS ACT 1963, SECTION 12 reprinted

- **Where there is provided in any building an entertainment for children, or an entertainment which the majority of the persons attending are children, then if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the persons providing the entertainment to station and keep stationed whenever necessary a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons to be admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children. It is advised that all children are properly supervised at all times.**

CATERING

- **All arrangement for catering must be agreed in advance with the Secretary.**
- **Only the area of the kitchen and equipment identified in the booking form shall be available during the period of hire.**
- **Hirers are responsible for providing all necessary equipment for handling food and for washing up.**
- **Only the specified number of adults are allowed in the kitchen at any one time.**
- **No children under 16 will be allowed in the kitchen at any time.**
- **Any use of kitchen areas will require an appropriate level of cleaning following a booking as agreed by the City Council and the Advisory Committee. Any additional costs incurred for additional cleaning will be the responsibility of the hirer and will be taken out of the returnable guarantee.**

(It is recommended that if hot food is provided that a 'registered' caterer is used).

6.9 HIRE OF PAVILIONS—CONDITIONS OF HIRE

LICENCES

- **The Secretary must be informed, at the time of booking, if any of the following will take place during the period of hire:**

  Members of the public are to be admitted
  Dance/drama/music – where members of the general public are admitted.
  Exhibitions/sporting events/shows – where members of the public are admitted
  Craft fayre/ antique fayre/ table top sale
  Gaming/betting or lotteries
  The showing of films/videos
- **It is the responsibility of the hirer to obtain the relevant licence(s) before the event and show it/them to the Secretary.**
- **If the appropriate licence(s) is/are not obtained the Secretary will have no alternative than to cancel the booking, or prevent any part of the event which requires a licence from taking place.**

PUBLIC LIABILITY INSURANCE

- **All hirers of the premises are responsible for any acts of their own negligence and are therefore required to take out their own Public Liability Insurance cover. It is recommended that the minimum cover should be £2m.**
- **(Private hirers may already be indemnified through their own house contents insurance policy, it is therefore advisable to check with your broker before additional cover is purchased)**
- **All hirers/caterers using the kitchen for cooking or reheating food must provide proof of Public Liability Insurance to the minimum level of £2m.**

THE ASSOCIATION WILL REQUIRE TO SEE ALL DOCUMENTATION PRIOR TO ACCEPTANCE

6.10 FENCING POLICY

INTRODUCTION

Fences are used to identify and maintain property boundaries, to provide an effective barrier against trespass and to improve site security. A duty of care exists within the Occupiers Liability Acts 1957 and 1984 requiring site managers to ensure that personal injuries do not occur as a result of anyone who may come into contact with hazards on sites.

ALL BARBED/ RAZOR WIRE THAT HAS BEEN INSTALLED WITHOUT THE COUNCIL'S CONSENT MUST BE REMOVED.

SPIKED FENCING

The minimum installation height to the pointed head of spiked fences is 2.1 metres from ground level (on both sides).

Planning permission may be required together with a risk assessment of the hazards presented.

BARBED

Before considering the installation of barbed wire a risk assessment must be undertaken to ensure the measures do not present any significant risk to legitimate users of the facilities.

It is also illegal to set out concealed system of entrapment which may cause harm (Occupiers Liability Act).

RAZOR WIRE—is not permitted

INSTALLATION GUIDELINES FOR BARBED OR RAZOR WIRE

- **The recommended minimum installation height for barbed is 2.8 metres from ground level.**
- **Fixed brackets must be used to support the barbed. The brackets must be installed at an angle of 35° angled in towards the owner's property.**
- **Barbed wire must be installed out of reach of normal pedestrian traffic.**
- **Barbed wire must not be hidden behind or through hedges and should be clearly visible.**
- **Warning signs declaring the use of barbed must be permanently displayed in prominent positions at 30 metre intervals.**

6.11 FENCING POLICY

ANTI VANDAL PAINT

With the prior approval of the Allotment Officer, anti-vandal (anti-climb) paint may be applied to fencing.

The following conditions apply:

- **Application should only be above 2m**
- **Paint should only applied to internal surfaces**
- **Warning signs must be posted at regular intervals and must be maintained to ensure that they are in good condition and that warnings are legible. It is recommended that signs are obtained from a reputable manufacturer or supplier of Health & Safety signage.**

6.12 CHICKENS

CONDITIONS AND GUIDELINES APPLICABLE TO THE KEEPING OF POULTRY ON ALLOTMENT SITES

GENERAL

The term "poultry" includes hens, table poultry (chickens), turkeys, geese, ducks and quail.

Birmingham City Council Allotment Rules only permit hens to be kept on allotments
For the purpose of these Guidelines, poultry specifically means hens.

Poultry may be kept in a wide variety of conditions ranging from "free-range" to environmentally controlled systems accommodating 5,000 birds or more.

Whatever the system, the most important factor is the welfare of the animals themselves;

- **comfort and shelter;**
- **readily accessible fresh water and a diet to maintain full heath and vigour;**
- **freedom of movement;**
- **the opportunity to exercise normal behavioural patterns;**
- **light during the hours of daylight and a means of inspecting the birds at any other time.**
- **the prevention, diagnosis and treatment of vice, injury, parasitic infection and disease; and**
- **emergency arrangements in the event of fire, flood, electrical failure.**

ALLOTMENT SITES

The following conditions will apply:

1. **The Stockperson**

   This person will be experienced in the overall keeping and management of poultry. The larger the flock of birds the greater the skills required, particularly in respect of recognising distress or disease and taking appropriate remedial action. The stockperson will have obtained a copy of the Code of Recommendation for the Welfare of Domestic Fowls from the Department of Environment, Food and Rural Affairs (Defra).

2. **Accommodation**

   This should provide proper shelter from the elements and, as appropriate, a means of exercise which may be extended by the provision of wire fenced runs. A means of access to the shelter must be available to the poultry at all times, except where cleaning and disinfection etc., is being carried out. Any shelter should permit the stockperson to stand and inspect the birds therein. The accommodation will require cleansing and disinfection and all litter etc., needs to be disposed of in secure containers or located well away from any shelter or run. Nest boxes, roosting areas and perches must be properly located. Floors shall be provided of wooden construction. All exercise runs shall be escape and predator proof.

6.12 CHICKENS

3. **Ventilation**

Sufficient fresh air should be provided by means of doors or other apertures. Birds should be protected from draughts and it is recommended that the accommodation/shelter entry points due south. During hot weather, particularly warm humid conditions, all birds must have access to an exercise area. In certain cases shading may be required.

4. **Lighting**

A means of artificial lighting must be provided, which is adequate to inspect all birds on the site. Poultry must have access to a minimum of 8 hours daylight during any day.

5. **Feeding and Watering**

Water must be available at all times and all equipment kept clean and in good order. Feed should be kept in vermin proof containers. Any diet must be properly balanced for the type of bird and given in sufficient amounts to ensure the proper well being of the animals. The risk of drinking water freezing during winter months must be considered.

6. **Stocking Rates**

All poultry must be able to stand, turn round and stretch their wings, and have sufficient space to perch or sit down without interference from other birds. The stocking rate will not only be dependent upon the ability of the stock person, but also the type of poultry kept.
It is recommended that the following rates apply:-

HENS – not more than 7 birds/m^2

All poultry must have access to an exercise area.

7. **Fire Precautions**

Plans for dealing with fire should be made. All inflammable materials i.e. straw, waste litter and empty bags, must be stored well away from poultry accommodation and exercise areas. A means of controlling any small fire should be available and the stockperson's (or deputy) emergency telephone number and contact address known to the site operator and/or landowner.

8. **Frequency of Inspection**

All birds must be inspected at least twice daily. The stockperson/site operator must allow the Council's animal welfare representative to inspect the poultry at any time.

9. **Contact**

The name and telephone number of the stockperson or his/her contact details must be displayed at the entrance to the tenant's plot.

6.12 CHICKENS

10. Disease Control

Any sick or injured birds must be removed immediately and treatment provided. The name and address of the Veterinary Surgeon must be known to the site operator.

The cause of any disease or injury will be identified and remedial action taken.

Any national disease prevention and/or control programmes must be adhered to.

11. Cleansing and Disinfection

The accommodation and associated equipment should be regularly cleaned and disinfected. It is advisable to de-stock sites and allow a minimum 7 days rest period. Only good quality litter originating from premises where poultry are not kept should be used.

12. Transport

Any container used to transport poultry should be clean, in good repair and of a type suitable for the type of bird to be moved. All birds must be handled with due care. The Welfare of Animals (Transport) (England) Order 2006 lays down provisions with regard to the loading, transport and unloading of poultry.

13. Improvement Notice

Where it is deemed necessary, in the interest of the welfare of any bird kept, to effect improvements to the accommodation or overall management of a site, Notice will be served accordingly. In certain circumstances immediate rectification may be directed.

14. Other General Points

Land on which birds are kept may become 'fowl-sick'. The time this may take will depend upon stocking rates, soil type and drainage. Muddy conditions lead to ill -health and discomfort.

In addition;

- **precautions to protect against foxes, dogs, cats, rodents and other predators must be taken.**
- **no poultry may be kept for the purpose of fighting;**
- **no poultry may be kept within 50m of a dwelling;**
- **no poultry shall be a nuisance to residents and others who seek enjoyment from the environment in which they live or work;**
- **dead birds must be disposed of in accordance with the Animal By-Products Regulations 2005.**

Advice on the construction of buildings and general management is available from the Council's Animal Welfare Team (tel: 0121 303 9917).

6.12 CHICKENS

SUPPLEMENTARY NOTE TO ALLOTMENT RULE 7.2 & 7.3

General

This Note should be read in conjunction with the main conditions set out by the Council's Animal Welfare Team.

The Allotment Rules only permits the keeping of hens/bantams;
strictly NO cockerels.

No more than 12 birds are permitted per plotholder.

The City Council reserves the right not to allow fowl on any allotment plot.

Accommodation

The minimum internal floor space per bird is 4sq ft to a maximum floor space of 48 sq ft (i.e. an 8' x 6' shed will house 12 hens.

The minimum external floor space per bird is 2 sq ft to a maximum floor area of 24 sq ft (i.e. shed and external run will not cover more than 72 sq ft).

Hens must have continuous daytime access to open air runs, which must be moved regularly to avoid 'fowl sick' or muddy conditions that could lead to ill health or discomfort.

Health

Important indications of health are alertness, clear bright eyes, good posture, vigorous movements if unduly disturbed, active feeding and drinking and clean, healthy skin, shanks and feet. Attention should be paid to any departure from normal.

The early signs of ill health may include changes in food and water intake, in preening, in 'chatter' and in activity. There may also be a drop in egg production and changes in egg quality such as shell defects.

6.13 USE OF WOODCHIP ON ALLOTMENT SITES

Most allotment sites use woodchip for creating or maintaining pathways, providing access around raise beds or as a weed suppressant mulch. Supplies are generally obtained from commercial timber operators such as tree surgeons, landscape contractors etc. There are, however, control measures jointly overseen by the Environment Agency and WRAP (Wastes & Resources Action Programme) which need to be observed when utilising timber products on allotments.

Woodchip generated from virgin timber (i.e. whole trees, branches, bark from tree surgery, woodland management etc) may be used provided that there is only a minimal amount of foliage contained in the product. Offcuts, shavings or sawdust from sawmills (or manufacture dealing in virgin timber) is also permitted.

Non-virgin timber (i.e. processed wood) is classed as a waste product and is subject to regulatory control. However, woodchip made from such sources may be used for pathways and mulch provided it is untreated.

Any product formed from treated wood should not be used on allotments.

Allotment Associations and plotholders should therefore check that the type of woodchip they are obtaining meets these criteria.

More information is available at :

www.environment-agency.gov.uk/exemptions

www.environment-agency.gov.uk/business/topics/waste/32140.aspx

6.14 REVISED POLICY FOR LOCKS AND KEYS

In the past, the Council has always provided locks and keys for site gates from a limited range. Supplies of '99' keys are no longer available, except in uneconomic quantities, and this is creating a problem where Associations run out of supplies.

There is also a longstanding problem where the same key is common to several sites. An alternative arrangement has therefore been discussed with Birmingham & District Allotments Confederation which should give sites more flexibility.

Plotholders are normally charged a deposit for keys which will cover the initial outlay and where these are not returned by outgoing tenants, the Association retains the deposit as income towards costs. Once locks have been changed, all old stocks of keys – '7' '9' '99' – should be returned to the Allotments Officer for redistribution.

Where the supply for a site is replaced, the Council will buy 3 keys from the Association to enable access by Officers, service providers and contractors.

Associations may also wish to investigate the possibility of combination locks for the site. This allows a site the ability to change the combination regularly. The Allotments Officer would be happy to write to tenants if the combination lock is changed.

6.15 LEGIONELLA GUIDANCE

To reduce any possible instances of Legionella occurring on allotment sites please note the following guidance.

1. **At the end of each growing season the water supply to the standpipes must be switched off, at this time the entire water system and standpipes must be completely drained down to leave the system empty.**

2. **When re-commissioning the system in the spring, the system must be fully charged and each standpipe run without hosepipes being connected to flush any residual water left in the system over the winter is completely flushed out of the mains pipework.**

Any hosepipes that are connected to the standpipes for filling water butts, must be completely drained down after use to ensure no water is left in them. This may be considered as a high risk area, as water in the pipe may be heated by the sun and if left for a lengthy period, could react to the critical temperature levels.

As is already stated within the Allotment Rules, no water spray or sprinkler devices are to be attached to any hoses to irrigate plots at any time.

Items 1 and 2 should be recorded on the sheet provided. This should be signed and dated to provide a record to confirm that these actions are being carried out.

6.16 CHILDREN ON ALLOTMENT SITES

Children (under the age of 16) must be supervised at all times by the tenant or a responsible adult.

No play equipment may be installed on plots or the allotment site.

6.17 BEES

Tenants must have:

- **consent from the Allotments Committee**
- **valid Public Liability Insurance Cover**
- **be a member of the British Bee Keeping Association or an affiliated organisation**
- **Have a 'bee buddy' available to look after the bees if they are unable to (i.e ill health, work commitments or holidays)**
- **Provide and update emergency contact details**

The location of hives must be agreed with the Allotment Association, who should consult with plotholders to ensure that there are no objections to the proposals.

Where possible, the flight path to the hive should be modified to ensure that the bees will fly above tenants on their plots. This can be done with screening around the hive.

If approval is offered to the tenant to have bees on site, the tenant must give the Committee a copy of their Pubic Liability Insurance each year, and ensure that their contact details and that of their 'bee buddy' is up to date.

7.1 GROUNDS MAINTENANCE

All grounds maintenance is carried out by Service Providers contracted to the Council.

Work is executed to a maintenance programme (performed across 13, 4-week periods) and specific tasks allocated a given frequency and period. This is set out in a Bill of Quantities (BofQ) which describes the task (grass mowing, spraying etc) and the frequency within each period.

Maps indicating the areas of work (e.g. spraying, hedge maintenance) accompany the BofQ.

Overall responsibility for monitoring performance rests with the Horticultural Performance Officer.

A Horticultural Monitoring Report should be sent each period end indicating whether the work has been carried out and the standard of performance (either via email or via green form)
These are then used to highlight omissions where rectification is required and may ultimately lead to penalty points and the withholding of payments to the contractor responsible.

Associations may, with prior consent, undertake basic grounds maintenance. Any savings will be shared with the Association.

7.1 GROUNDS MAINTENANCE

- **Contract Work Periods—this gives the dates of the work periods (1-13) to which works are assigned.**

- **Bill of Quantities—This lists the range of works (e.g. cut hedge, spray out), together with an indication of the frequency per period (00 = nil, 01 = once etc). The period numbers (1-13) are given in the heading. From this, the timing of specific works can be determined.**

- **Site plans—these indicate the locations on site where specific works are to be undertaken and are designated either spraying, gardening or grass cutting.**

FORMS GLOSSARY

Section 3

TENANCY CANCELLATION
PRE TENANCY
GDPR NOTICE - to be shown to new tenants and displayed on Noticeboards

Section 4

NOTIFICATION OF GRANT
FLO PICKERING FUND
SCHEDULE 7

Section 6

VANDALISM REPORT
EVENTS APPLICATION - Risk Assessments
LEGIONELLA—MONITORING FORM

AG4

TENANCY CANCELLATION

NAME……

SITE……PLOT No……

I wish to terminate my allotment tenancy with effect from……..

I undertake to remove any personal property, crops and rubbish from the plot within 7 days and to leave the allotment in a suitable condition for re-letting.

My reason for cancelling my tenancy is:

Ill-health ☐ Moving Away ☐ Insufficient Time ☐

Vandalism ☐ Transferring to another plot ☐

Other reason (please state)……

(N.B. Gate keys should be returned to your Association Secretary)

Signed:…… Date:……

This form should be forwarded to: Allotments , Kings Heath Park House, Kings Heath Park, Vicarage Road, Birmingham B14 7TQ

For Office Use

LGS record annotated ☐

Tenancy Agreement cancelled ☐

APPLICATION FOR A NON-STANDARD ALLOTMENT TENANCY

This form is for completion by groups, projects or organisations wishing to rent allotments. A Tenancy will only be granted when the City Council is satisfied with the suitability of the proposals and may be subject to confirmation by the Birmingham & District Allotments Confederation.

PART A DETAILS

Project/ Organisation title _____

Principal Contact_____

Address_____

_____

Phone No._____ Fax_____

Email_____

Allotment Site_____Quantity of plots_____

PART B PROJECT OUTLINE

Purpose of the project/organisation

How will the project/ organisation use the allotment(s)

Specify any special requirements (e.g. wheelchair access, raised beds, proximity of water standpipe)

PLEASE RETURN TO:
Allotments
Rangers Lodge
115 Reservoir Road
Ladywood
Birmingham
B16 9EE

Specify any additional structures proposed for the plot (e.g. portacabin, raised beds). Dimensions must be stated and, if appropriate a plan and specification provided.

State the arrangements that you will follow to clear the plot(s) of all structures, property and other items on the termination of the tenancy
(n.b. a refundable deposit may be required)

Signed_____

On behalf of_____

Date_____

FOR OFFICIAL USE

Recommendation (or comments)

Signed.....ALLOTMENT OFFICER Date / /

Approved/ Not Approved

Decision (attach)

Birmingham City Council

The Place Directorate

GDPR NOTICE

The Allotment Association holds the following data about each of its members, as noted on your tenancy agreement:-

1. Name.
2. Postal address.
3. Contact details, one or more of landline phone number, mobile phone number, email address.
4. Plot number.

- This data is physically and/or electronically securely stored by the Site Secretary only, and is available **only** to identified serving Committee Officers for a specific reason – i.e. rent collection; cultivation issues etc Your Site Secretary will confirm the specific Officers for your site and the reasons why the Officer may need your details.

- The data is passed to the Allotments Officer at Birmingham City Council for use in the administration of your tenancy. Birmingham City Council may contact you regarding your tenancy or the site in general, but your details are will never be passed to a Third Party.

- On occasion, the Birmingham and District Allotments Confederation (BDAC) may need your details to contact you about your plot. The BDAC or its notified advisors may need your details for advisory or mediation purposes.

- Each member is entitled to see his or her stored record on request to the Site Secretary.

- The Association itself uses the data to contact you to inform you of its activities over the year, including administration of rents and general meetings.

- Your data will not be passed on to any other third party without your prior permission.

- The data will be deleted as and when you leave the Allotment site.

As you have signed your Tenancy Agreement, this acts as consent to use the data outlined above.

If you have any questions regarding the use of your data, please contact either your Site Secretary or the Allotments Officer.
For the City Council's Privacy policy, please go to www.birmingham.gov.uk/privacy

Allotments
Kings Heath Park House
Vicarage Road
Birmingham
B14 7TQ EMAIL: allotments@birmingham.gov.uk

NOTIFICATION OF GRANT APPLICATION

TO: ALLOTMENT OFFICER

NAME OF ALLOTMENT SITE:_____

NAME OF FUNDING BODY:_____

WHAT DO YOU INTEND TO DO ON THE SITE:

Insert details of your plans here

HOW MUCH MONEY IS REQUIRED FOR THE WORKS? £

HAS YOUR ASSOCIATION HAD CONSULTATION WITH THE ALLOTMENT OFFICER?
YES / NO

DOES THE WORK REQUIRE PLANNING CONSENT? YES / NO / DON'T KNOW

HAVE YOU OBTAINED QUOTES FROM ANY CONTRACTORS? YES / NO
(Please send copies when submitting this form – this should include specification)

IMPORTANT
If Birmingham City Council consents to the Allotment Association engaging a contractor to do the work as specified, the Allotment Association will take **FULL** responsibility for **ALL** contractual arrangements. This includes: Appointment of contractor
Confirmation of contractor's Public Liability Insurance
Inspection of work when completed
Resolution of any faults with contractors
Settlement of Invoices.

Signed on behalf of the Allotment Association: _____
Name:_____ Date:_____

ALLOTMENT OFFICER USE ONLY
RECEIVED / /
OFFICER APPROVED:_____
CONFIRMATION SENT TO ASSOCIATION / /
NOTES

FLO PICKERING MEMORIAL FUND

WHAT IS THE FLO PICKERING MEMORIAL FUND?

- The Flo Pickering Memorial Fund is a centrally held funding gained from Capital Receipts from the disposal of allotment land.
- The current funding has only been available since Summer 2017.
- The funding is to be used on large scale remedial or improvement works – such as drainage works, fencing, asbestos removal etc

HOW IS THE FUND MANAGED?

- The Memorial Fund is managed under a formal Agreement between the City Council and the BDAC

CAN ASSOCIATIONS BID FOR FUNDING FROM THE FLO PICKERING MEMORIAL FUND?

- No. The Fund is not a grant arrangement like the devolved budget or Robins Fund.

HOW IS THE FLO PICKERING MEMORIAL FUND MANAGED?

- Sites that have surrendered surplus land in the past, by convention, will benefit from works funded by the Flo Pickering Memorial Fund first. For instance, Wychbury Road Allotments.
- A list of priorities, gathered by the Allotments Officer, has been passed to the BDAC for ratification and investigation.
  You may have already been approached by a BDAC Executive Member to discuss the needs of the site.
- Once the priorities have been confirmed, the Allotments Officer will pass the works on to the Landscape Practice Group (LPG). LPG will commission the works and write the official reports to release the funds. LPG already have a list of potential urgent works.
- Neither the Allotments Officer or the BDAC can commission the works – it must go via LPG.
- A recognised City Council term contractor must be used for all works commissioned via the Flo Pickering Memorial Fund.

WE THINK WE HAVE WORKS THAT NEED TO BE CONSIDERED, WHAT DO WE DO?

- Contact the Allotments Officer and the BDAC

DO's AND DON'T's

- Do consider external funding sources and grants for works on site. This may speed up work that is required, and sites can commission the works themselves.
- Do not send quotes to the Allotments Officer or the BDAC for consideration.
- This is not a pot of money that Associations can bid into – the works have to be completed by a term contractor and have to go through the process outlined above.
- Do always tell the BDAC and the Allotments Officer if you intend to bid for funding.
  You must outline the works that you wish to undertake before bidding for money or commissioning tradesmen.

SCHEDULE 7

ALLOTMENTS DEVOLVED BUDGET

INCOME & EXPENDITURE ACCOUNT

NAME OF ASSOCIATION: _____

YEAR 20_____ /20_____

This statement should be completed and submitted to the Allotments Officer.

Only items relating to the devolved budget should be included (i.e. not management fee items).

Date	Income Details	Amount £	Expenditure Details	Amount £
	Carry Forward			
TOTALS		£		£

INCOME LESS EXPENDITURE £

AMOUNT CARRIED FORWARD £

REPORT OF ARSON, THEFT OR VANDALISM

SITE..... DATE OF INCIDENT.....

DETAILS (INDICATE DAMAGE, ITEMS STOLEN)

HAVE ANY BCC DOCUMENTS* BEEN TAKEN? YES ☐ NO ☐
(*TENANCY AGREEMENTS, RECEIPT BOOKS).....
.....

HAVE ANY CASH/CHEQUES DUE TO BCC BEEN STOLEN? YES ☐ NO ☐
If yes, provide details.....
.....

(You should notify any relevant plotholders so that cheques can be cancelled)

REPORTED TO POLICE..... STATION.....
INVESTIGATING OFFICER.....COLLAR NUMBER.....
CRIME/ INCIDENT NUMBER.....

RECOMMENDATIONS/ACTION (if any)

SIGNED.....

ASSOCIATION.....DATE.....

ALLOTMENTS EVENT APPLICATION

Complete and submit this form to the Allotments Service at least 4 weeks before the intended event.

DATA PROTECTION STATEMENT

The information you provide on this form will only be processed for the purpose for which it has been given and will not be used for additional purposes without your consent.
All personal data collected and processed in compliance with the eight data protection principles of the Data Protection Act 1998 and you have certain rights in respect of this information.

Name of Allotment Association: _____

Proposed location of event: _____

Date(s) of event: _____

Contact details: Name: _____

Telephone: _____ Mobile: _____

TYPE OF EVENT

Which part(s) of the site will be used: _____

Start time: _____ Finish time: _____

Give a brief description of the event:

N.B. Attach a risk assessment for the proposed event.

ATTENDANCE

Please tick the appropriate box to indicate your anticipated attendance figure (maximum number of people at **any one time**)

Up to 50	50-100	100-200	200-300	300-400	400-500
☐	☐	☐	☐	☐	☐

FUNDRAISING FOR CHARITY

If the event includes fundraising for charity, please supply the registration number of the charity and send written confirmation from the charity's local office to confirm proceeds from the event will be donated to them.
Approval for the event will not be granted unless this information is supplied.

Charity Registration Number	Information Attached		% of proceeds to charity
_____	Yes ☐	No ☐	_____

ADMISSION CHARGES

Give details of any admission charges (i.e purchase of a ticket/programme etc) and state the charge for the following:

Adult	☐	Not Applicable	☐	Free	☐	Cost £_____
Child	☐	Not Applicable	☐	Free	☐	Cost £_____
OAP	☐	Not Applicable	☐	Free	☐	Cost £_____
Group	☐	Not Applicable	☐	Free	☐	Cost £_____
Concession	☐	Not Applicable	☐	Free	☐	Cost £_____

CATERING

If hot/cold food or drink is to be supplied, please give details (i.e. is it through a commercial supplier or Association members)

CAR PARKING

Please give details of car parking arrangements

ELECTRICITY

It is recommended that where electricity is required, this is provided by the use of generators.

Please indicate total number of generators to be used: _____

Please indicate the generator size(s) in KVA: _____

OTHER PERMISSION

Please add any items for which permission is sought, which may have not been mentioned previously (i.e. erection of temporary structures such as marquees and gazebos)

PUBLIC LIABILITY INSURANCE

Public Liability Insurance cover of up to £5million is provided within the Policy in place for all Allotment Association events providing that a risk assessment has been completed and the Event approved by the Council.

POLICE, FIRE SERVICE

Have the emergency services been advised of the event? Yes ☐ No ☐

State the recommendations they have made:

How will you meet these recommendations?

FILMING/RADIO

All requests for filming or radio broadcast must be referred immediately to the Allotments Team.

If the event is being staged for TV filming or radio broadcast, please specify:

Company name/ Address_____

Contact _____

Phone_____ Mobile _____

VIP VISITORS

Indicate whether the event will be attended by any celebrity, senior Birmingham City Council Officer, Ward Councillors, Cabinet Members or dignitaries (e.g. Lord Mayor etc)

Name: _____ Position: _____

DECLARATION

I have read, understand, and accept the Conditions relation to the use of land under the control of Birmingham City Council's Department of Environment & Culture. I hereby apply for the use of the site on the date(s) indicated, and agree to comply with the directions of the Department of Environment & Culture or its representatives.

Print Name_____Position_____

Signature _____

Date_____

EVENTS RISK ASSESSMENT

Allotment Site: _____ **Date of Event:** _____

Assessment of risks to plotholders and visitors to the site in readiness for an event e.g. Open Day

WHERE IS THE HAZARD LIKELY TO BE ENCOUNTERED	WHO IS AT RISK	WHAT IS THE RISK	WHAT IS THE RISK RATING	WHAT PRECAUTIONS ARE REQUIRED

WHERE IS THE HAZARD LIKELY TO BE ENCOUNTERED	WHO IS AT RISK	WHAT IS THE RISK	WHAT IS THE RISK RATING	WHAT PRECAUTIONS ARE REQUIRED

WHAT IS THE OVERALL RISK WHEN PRECAUTIONS ARE FOLLOWED?

RISK RATING SCALE

L = possible occurrence, but rarely reported cause of injury/accident
M = Occasional occurrence, not unknown as a reported cause of injury/accident
H = Frequent occurrence, most frequently reported as a cause of injury/accident

WHEN SHOULD THE RISK ASSESSMENT BE REVIEWED?

- **Prior to any future event**
- **If an accident or injury occurs and investigation establishes precautions were followed but were inadequate**

REVIEWED/AMENDMENT DATES

Signed: _____ **Name:** _____ **Date:**_____

Signed: _____ **Name:** _____ **Date:**_____

PLEASE SEND A COPY OF THE RISK ASSESSMENT AND CHECKLIST WITH YOUR EVENTS APPLICATION FORM TO THE ALLOTMENTS TEAM

INSPECTING PUBLIC AREAS CHECKLIST

	YES	NO	N/A
Are the public prevented from accessing staff only areas or using staff only equipment, e.g. locks on doors, keys removed from machinery?			
Are items with blades kept out of reach of children, e.g knives, saws, gardening equipment?			
Are potentially hazardous tools or machinery kept out of reach or other action taken to prevent danger, e.g. maintenance tools, strimmers etc?			
Are the public, including children, protected from moving vehicles?			
Are hazardous substances kept out of reach of children?			
Are hazards which could damage eyes suitably controlled, e.g. plant support sticks with caps, eye level shelves with round edges or protected by other means – consider child height and adult height			
Are any places where a person could fall suitably guarded, e.g. handrails, or area cordoned off?			
Are slipping and tripping hazards prevented as far as is reasonably practicable? Consider wet weather			
Are the public (especially children) protected from contact with very hot surfaces and hot liquids?			
Are children properly protected from ponds and other drowning hazards?			
Are finger trapping points avoided or protected, particularly where children are present?			
Are children protected from naked flames if present?			

COMMENTS/ FURTHER INFORMATION/ ACTION TO BE TAKEN

Assessor Name: _____ Date of Assessment: _____

Signature: _____ Date of Review: _____

ALLOTMENTS WATER SYSTEMS

Flushing of Low Use Outlets

Allotment Site:	

Date	Location	Outlet Flushed e.g. shower / tap etc	Comments	Name of Committee Member completing check	Signature

Notes : This form once completed must be kept in the Management Handbook File