Birmingham City Council

ALLOTMENT RULES

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Definition of Terms

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

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

"Rules" means these rules.

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

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

"Tenancy" means the letting of an Allotment Garden to aTenant.

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

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

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

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

"Birmingham & District Allotments Confederation" (BDAC) means the unincorporated association representing Allotment

Associations and Tenants.

1. Application

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

1.2 Tenants must also observe any other rules or regulations which the Council makes at any time in the future.

1.3 Tenants must comply with all directions given by an appropriate Officer of the Council or any directions properly given by or on behalf of an Association.

2. Tenancies and Vacant Allotments

2.1 All Tenants must complete and sign a Tenancy Agreement. Each Plot will be in the name of one Tenant. Groups or organisations must submit a pre-tenancy application for approval by the Council; such Tenancies will be in the name of one person known as the principal Tenant.

2.2 Joint or shared Tenancies are not permitted.

2.3 Vacant Allotment Gardens on a Site must be offered by the Council or the Association to applicants on the waiting list for that Site kept by the Council or Association except where the Plot falls vacant because of the Tenant's death where they must be offered to any member of the Tenant's immediate family who wishes to take over the Allotment Garden (and if more than one, the one the Council selects).

2.4 The Tenancy year commences on 1 October andends on 30 September.

3. Assignment

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

4. Rent

4.1 Rent is due at the commencement of the Tenancy and annually on 1 October thereafter (unless otherwise stated in the Tenancy Agreement). The Council may offer or require discounts to be made on whatever basis the Council decides, e.g. if signing a tenancy agreement between 1st April and 30th September a 50% discount is offered.

4.2 Rent may be increased at any time provided the Council takes reasonable steps to give all Tenants 12 months notice. An accidental failure to give notice to an individual Tenant will not invalidate that Tenant's Rent increase.

5. Cultivation and Use of Allotment Gardens

5.1 Tenants must use Allotment Gardens for their own personal use and must not carry out any business, sell produce from Allotment Gardens either at the Site or privately.

5.2 Allotment Gardens must be kept clean, free from weeds, well manured and maintained in a good state of cultivation and fertility.

5.3 Where a Tenant fails to maintain a good standard ofcultivation, the Council or Association will serve a "Letter of Concern" giving a specific period for improvement. Failure to improve the Plot may lead to termination of the Tenancy following a Notice of Re-Entry being issued by the Council.

5.4 If the Plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish, then the vacating Tenant may be required to re-imburse the Council for reasonable costs.

5.5 Allotment Gardens must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.

5.6 Tenants must not cut or prune any trees adjoining the Allotment Garden. This does not affect the routine pruning of the Tenant's own trees and hedges on the Allotment Garden.

5.7 A maximum number of dwarf fruit trees are allowed and must be kept in good condition. No other trees may be planted.
Large plot – 8 dwarf fruit trees
Standard plot – 6 dwarf fruit trees
Small plot – 4 dwarf fruit trees
Mini plot – 2 dwarf fruit trees

5.8 Tenants must leave a minimum gap of 2' (0.6m) between the rear of their Plot and any adjoining boundary fence to allow access for maintenance.

5.9 Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc.

5.10 The Tenant must not deposit any matter in the hedges, ditches or brook courses or other areas unless in a designated area (if there is one) situated within the Site. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry during the permitted period or November (Rule 6.3), or taken to an approved disposal facility.

6 Hoses, Bonfires and Other Restrictions

6.1 Hoses or sprinklers are not allowed except where required to fill water butts. In filling a container tenants must have consideration for others who wish to use water. Hosepipes or siphoning devices are not to be used to remove water from any water trough.Tenants must take every precaution to prevent contamination of water supplies. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence.

6.2 Where water containers of more than 220 litres (45 gallons) are used: they can only be used for water harvesting and **must not** be filled via hose pipes (i.e. tap water). No water containers can be raised above 600mm (2') above ground level. Water containers must be connected to guttering (Rule 10.3).

6.3 Bonfires are only permitted during the month of **November** for the burning of diseased plant material. Fires must not be allowed to cause a nuisance to neighbouring residents and under no circumstances should be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time. If a person has a bonfire and the smoke blows into their neighbour's property then this may constitute a statutory nuisance. Birmingham City Council may serve notice on people who cause a nuisance and take the offending person to court, where fines up to the amount of £5,000 may be levied.

6.4 New rule: Personal fires, barbecues or fire pits are not permitted. Associations may apply to have a barbecue as part of a planned, approved event. If a person has a bonfire and the smoke blows into their neighbour's property then this may constitute a statutory nuisance.

Birmingham City Council may serve notice on people who cause a nuisance and take the offending person to court, where fines up to the amount of £5,000 may be levied.

Tenants must not

6.5 bring or use corrugated or sheeted iron (or similar metal objects), barbed wire or razor wire (or similar material) on to the Allotment Garden.

6.6 use any carpet and underlay on the Site.

6.7 deposit rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on the Allotment Garden or instruct anyone else to do so.

6.8 remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.

6.9 cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden (see also Rules 15.1 – 15.3), or to local residents.

6.10 use the Allotment for any illegal or immoral purpose and must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden, not limited to but including cockfighting, modern day slavery etc.

6.11 park a vehicle anywhere on the Site other than within defined parking areas. No vehicle, trailer, caravan, tractor, digger, escooters/ebikes or similar vehicles/equipment is to be left on the Site overnight.

6.12 bring Escooters/Ebikes onto the site.

6.13bring or use any weapons (e.g. air rifles, weed burners/flame weeders)

on to the Site.

6.14 access any other plot than their own unless invited to do so by the tenant of that plot.

New rule:

6.15 Remain on or sleep overnight on the allotment site, either in a shed, greenhouse, polytunnel, tent or otherwise.

Tenants must ensure that

6.16 any manure on the Site that has not been dug in or spread on to the Allotment Garden is covered.

6.17 tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss of or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

6.18 where the Council's title to a Site requires certain conditions to be observed, that these are followed.

6.19 when using any sprays or fertilizers,

a. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

b. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, birds and other wildlife, other than vermin or pests, and

c. comply at all times with current regulations as notified by the Council to Allotment Associations.

6.20 No toxic or hazardous substances or contaminated waste or tyres should be stored or brought onto the Site, e.g. gas of any description, oils, used tyres, illegal pesticides, asbestos.

6.21 Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe and secure manner (e.g. glass for cloches) and must not be allowed to become a hazard or nuisance to others.

7 Dogs, Animals and Bees

7.1 Any dog (including Guide Dogs) brought onto the Site must be kept on a lead at all times.

7.2 Animals or livestock, except chickens(including hens) or rabbits, must not be kept on Allotment Gardens. **Cockerels and turkeys** are **not** permitted.

7.3 Chickens (including hens) or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must obtain prior permission from the Allotment Association and must comply with any husbandry conditions laid down by (and obtainable from) the Council. A current contact phone number must be displayed on the plot.

New rule

7.4 By law from 1st October 2024 anyone keeping chickens (including hens), regardless of the number, must register them with the Animal and Plant Health Agency (APHA). This must be done within one month of starting to keep poultry.

7.5 Any part of the Allotment Garden used for keeping chickens (including hens) or rabbits must be securely and adequately fenced to the satisfaction of the Allotment Association. Structures must comply with the Council's specifications. A copy of specificiations can be obtained from the Association.

7.6 Beehives are not allowed on the Allotment Garden except with the prior agreement of the Association and permission of the appropriate Officer of the Council. Tenants must have valid insurance cover preferably through membership or affiliation of the British Bee Keeping Association. A copy must be filed with the Council. Any recommendations made by an

appropriate Council Officer must be implemented by the tenant.

8 Non-tenants, including Children

8.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the Site. Access is not permitted to any Plot(s) other than that let to the Tenant.

8.2 The Council may order any person wrongly allowed onto the Site in breach of these rules to leave immediately.

8.3 The Council may take action for breach of their Tenancy Agreement against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.

8.4 Tenants are responsible for the safety and conduct of any visitors that they allow onto the Site.

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

New rule:

8.6 Site keys and lock codes must not be given to non-tenants.

9 Paths

9.1 Paths provided by Tenants must be within the boundaries of their own Allotment plot and kept reasonably free from weeds.

9.2 Paths between two Allotment plots must be a minimum of 600mm (2') in width where possible and must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.

9.3 Paths must be kept clear of obstructions at all times, except for paths provided by Tenants for use on their own Allotment plot.

9.4 The Tenant must not leave any permitted tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others. Tools must be kept in safe, secure location when not in use.

10 Sheds, Buildings and Structures

10.1 No buildings, walls or permanent structures may be put up on the Allotment Garden by Tenants. Sheds, greenhouses or polytunnels must comply with the Council's specifications and conditions. No more than 25% of the plot should be assigned for structures.

10.2 Any shed, greenhouse or polytunnel erected on the Allotment Garden must be maintained in a good state of repair and condition to the satisfaction of the Association and if the Association is not satisfied with the state of repair it may order the Tenant to remove the structure.

10.3 A Tenant may have one shed, one greenhouse and one polytunnel. The maximum dimensions of a shed (or greenhouse) are 10' x 8' (3m x 2.4m) and a height of 8'6" (2.6m). Sheds and greenhouses may be erected without the need for prior consent from the Council. **Such structures must have guttering connected to a water container (e.g. butt, barrel).**

10.4 In the absence of any other suitable structure, a leanto structure not exceeding 8ft x 6ft may be erected to harvest rainwater.

10.5 A polytunnel may not be erected without the prior permission of the Association and may not exceed 20' x 10' (6m x 3m). Guttering must be attached for harvesting water.

10.6 Structures should be sited at the rear of the Plot or as directed by the Association. No

permanent footings or bases may be constructed.

10.7 Temporary structures and compost containers must also conform to the Council's approved specifications, available online or with Allotment Associations.

New rule

10.8 Non-compliant structures may be removed by the Association, the BDAC or BCC upon notification.

10.9 Tenants may not plant hedges or erect fencing or other barriers on or around their Plot. Tenants whose Allotment Garden contains, or is bounded by, an existing hedge, fence or gate permitted by the Council are responsible for maintenance. Ditches within the boundary of the Allotment Garden must be properly cleared and maintained

10.10 No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g. glass for cloches) and must not be allowed to become a hazard or nuisance to others.

10.11 No play equipment (fixed or non-fixed) may be installed anywhere on a Plot or on the Site, other than for a permitted and approved event held by the Association.

10.12 smoking is not permitted in anycommunal building on the Site.

10.13 The sale of alcohol is not permitted in any Council building unless it is licensed for such use.

11 Council Chalets, Greenhouses and Tool Lockers

11.1 Where such structures are rented from the Council, Tenants must keep them in good repair at all times and in particular must make good any defect or repair within one month of the Council giving the Tenant a notice specifying the repair required. Tenants are also responsible for the repair of tool lockers.

11.1 In the third year after the Allotment Garden is let to a Tenant and every third year thereafter, the Tenant must apply a coat of wood preservative to the chalet.

11.2 The chalet, greenhouse or tool locker must not be used except for designated purposes in connection with the proper cultivation of the Allotment Garden and in particular no trade or business may be carried out from the chalet or greenhouse.

11.3 Petrol, oil, fuel, lubricants, gas canisters or other inflammable liquids must not be stored in the chalet, greenhouse or tool locker.

11.4 Equipment is left at the owners own risk, The Council is not to be liable for loss by accident, fire, theft or damage of any tools or contents in the chalet, greenhouse or tool locker and will not replace any chalet or greenhouse which is destroyed or damaged.

12 Notice Board and Advertisements

12.1 All Tenants must clearly display the number of their Allotment Garden and maintain it in good condition.

12.2 Only notices issued by the Council or approved by the Association may be posted on the Site. Tenants may not display any personal or commercial advertising except on notice boards as approved by the Association.

13 Inspection

13.1 The Allotment Garden (and any structure on it) may be entered and inspected by an appropriate Officer of the Council, a named Officer of the relevant Association, the BDAC, or any approved representative of BCC, e.g. sub-contractors, the RSPCA, at any time, when the required access must be given.

New rule:

13.2 A letter of concern will be issued by the Association if a plot is not cultivated. Tenants must take the appropriate remedial action within the time frame specified by the Association or BCC in writing. Failure to comply will result in a Notice of Re-entry which may lead to the termination of a tenancy.

14 Disputes

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

All disputes are subject to right of appeal with the Council. The decision of the Council will be made in writing and will

be binding on all the Tenants/parties involved in the dispute.

15 Harassment

15.1 Birmingham City Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. Thisextends to the conduct of allotment Tenants (see Allotment Rule 6.8).

15.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be anyunwelcome physical, verbal or non-verbal conduct. Harassment may be deemed to have occurred whether it is a single or repeated incidents. All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination, which are available on the BDAC website.

15.3 Complaints about harassment are, in the first instance, to be referred to the Site Association which will investigate the matter and refer its recommendation to the BDAC. Tenants may seek support from the BDAC which provides mediation support. Complaints will be handled sensitively and the Council will endeavour to protect Tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

16 Termination

16.1 The Council may terminate Allotment Garden Tenancies in any of the following ways:

a. twelve months written Notice To Quit e.g. sale of land or any other compelling reason; or

b. three months written Notice To Quit:

i. if the Council requires the Allotment Garden for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or

ii where the Council acquired the Allotment Gardens for a purpose other than letting as allotments or has appropriated them to another purpose, or

c. one months written Notice To Quit if:

i. Rent is in arrears for 40 days or more (whetherformally demanded or not); or

ii. the Tenant is in breach of these rules, or

iii. the Tenant has become bankrupt or compounded with his or her creditors, or

d. automatically on 30 September following thedeath of the Tenant.

16.2 Tenants may terminate Allotment Garden Tenancies by giving the Council one month's written notice.

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

17. Change of Address and Notices

17.1 Tenants must immediately inform both the Council and any relevant Association in writing of changes of address and electronic contact details e.g. mobile phone numbers, landline, email etc.

17.2 Notices to be served by the Council on the Tenant may be:

a. Left on the Allotment Garden, or

b. Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered, or

c. Served on the Tenant personally.

New rule

d. Emailed to the Tenant.

17.3 Notices served under sub-paragraph 2 above will betreated as properly served even if not received.

17.4 Notices to be given to the Council should be sent to the Allotments Officer, Kings Heath Park House, Kings Heath Park, Vicarage Road, Kings Heath, Birmingham, B14 7TQ or such other address as the Council notifies in writing to the Tenant.

18 Interpretation and Repeal

18.1 The headings of these rules are not to affect their interpretation.

18.2 The statutory Allotment Rules made on 12 February 1926 and1994 (as amended) are repealed.

The Common Seal of

Birmingham City Council

was hereunto affixed to these Allotment Rules in 2025.

Allotments Service
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