

Allotment Rules

1. DEFINITIONS AND RULES OF INTERPRETATION

- 1.1. In these rules the following words and expressions are to have the following meanings unless the context requires otherwise:

“Allotment” means a designated area of land on a Site, which is used primarily for the cultivation of fruit, vegetables and flowers and which is let or lettable to a Tenant.

“Association” means an allotments association (society or other such group) which manages a site on behalf of the Council under its constitution.

“Council” means The Royal Sutton Coldfield Town Council of the AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG.

“Officer” means the officer of the Council appointed to assist in the management of Sites.

“Rent” means the annual rent payable under a Tenancy.

“Royal Sutton Coldfield Allotments Association” means the organisation representing Associations and Tenants.

“Rules” means these rules.

“Site” means the entire area of land owned or leased by the Council comprising Allotments, roadways and buildings.

“Tenant” means a person who holds a Tenancy.

“Tenancy” means the letting of an Allotment to a Tenant.

“Tenancy Agreement” means the document in the form approved by the Council, which contains the terms of a letting of an Allotment to a Tenant.

- 1.2. References to statutory provisions include all subsequent legislation amending replacing or relating to them.

- 1.3. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa.

- 1.4. The headings in these Rules are not to affect its construction or interpretation

2. APPLICATION

- 2.1. These Rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotments including any let before these rules came into force. They come into force on the date they are approved by the Council.
- 2.2. Tenants must also observe any other rules or regulations which the Council makes at any time in the future relating to the Allotments.
- 2.3. Tenants must comply with all lawful directions given by the Officer or with the authority of the Association.

3. TENANCIES AND VACANT ALLOTMENTS

- 3.1. All Tenants must complete and sign a Tenancy Agreement. Each Allotment will be in the name of one Tenant.
- 3.2. 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.
- 3.3. Joint or shared Tenancies are not permitted save as stated in Rule 3.2.
- 3.4. Vacant Allotments 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. The exception to this is where the Allotment falls vacant because of a Tenant's death or when they give up their Allotment for health reasons; in this instance the Allotment shall be offered to any member of the Tenant's immediate family who wishes to take over the Allotment (and if more than one, the one the Council selects). These 'grandfather rights' only apply once if the member of the Tenant's immediate family who wishes to take over the Allotment, does not reside in The Royal Town of Sutton Coldfield.
- 3.5. The Tenancy year commences on 1 October and ends on 30 September.
- 3.6. Tenants must reside in The Royal Town of Sutton Coldfield. The exceptions to this are if:
 - a) Tenants who live elsewhere signed their Tenancy Agreement before the Council took on responsibility for the Sites on 31st January 2023; or
 - b) a Site does not have a waiting list (and priority for applications has already been given to residents of the The Royal Town Sutton Coldfield); or
 - c) the provisions of Rule 3.4 apply.
- 3.7. Tenants are allowed a maximum of two standard Allotments if there is no waiting list on the Site.
- 3.8. Existing Tenants with a starter, quarter or half Allotment are permitted land up to one standard Allotment until the Site's waiting list is cleared.

4. ASSIGNMENT

- 4.1. A Tenancy is personal to the Tenant. Tenants may not share, assign, sublet or part with possession of all or part of their Allotment.

5. RENT

- 5.1. Rent is due at the commencement of the Tenancy and annually on 1 October thereafter (unless otherwise stated in the Tenancy Agreement).
- 5.2. Rent will be reviewed annually and any increase notified to Tenants 12 months in advance. Percentage Rent increases will be made to the nearest £ for ease of accounting.
- 5.3. An accidental failure to give notice to an individual tenant will not invalidate the Rent increase.
- 5.4. The Council may offer a Rent holiday to a new Allotment holder in their second year as an incentive for clearing a poorly uncultivated Allotment (i.e. the first year's Rent is paid as normal but the Tenant does not pay Rent in the second year).

6. CULTIVATION AND USE OF ALLOTMENT

- 6.1. Tenants must use Allotments for their own personal use and must not carry out any business or sell produce from Allotments either at the Site or privately.
- 6.2. Tenants may give away produce which is not for their own use.
- 6.3. Associations may sell donated produce to raise funds for the Association and/or for charitable purposes.
- 6.4. Allotments must be kept clean, free from weeds, well-manured and maintained in a good state of cultivation and fertility.
- 6.5. Where a Tenant fails to maintain the Allotment in accordance with Rule 6.4, the Council or Association may serve a "Letter of Concern" giving a specific period for improvement. Failure to improve the Allotment may lead to termination of the Tenancy following a notice to quit being issued by the Council.
- 6.6. If following the termination of any Tenancy Agreement, for whatever reason, the Allotment 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 the costs incurred by it.
- 6.7. Allotments must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 6.8. Tenants must not cut or prune any trees adjoining the Allotment. This does not apply to the routine pruning of the Tenant's own trees and hedges on the Allotment.
- 6.9. A maximum of six dwarf fruit trees are allowed per full Allotment (pro rata for half or quarter Allotments), which must be kept in good condition and proportion and should not exceed 2.5m in

height. Any newly planted fruit trees should be planted far enough away from a path or neighbouring plot that it would not cause a nuisance in the future. No other types of trees other than fruit trees may be planted.

- 6.10. Tenants must leave a minimum gap of 2' (0.6m) between the rear of their Allotment and any adjoining boundary fence to allow access for maintenance.
- 6.11. 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).
- 6.12. The Tenant must not deposit any matter in the hedges, ditches or brook courses situated within the Site.
- 6.13. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed and plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry, during permitted periods (Rule 7.5), or taken to an approved disposal facility.

7. HOSES, BONFIRES AND OTHER RESTRICTIONS

- 7.1. Hoses or sprinklers are not allowed except where required to fill water containers. 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 container.
- 7.2. Tenants must take every precaution to prevent contamination of water supplies.
- 7.3. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence.
- 7.4. Where water containers are more than 220l (45 gallons), they can only be used for water harvesting, and must not be filled via hosepipes.
- 7.5. Bonfires are only permitted during the months of March and November for the burning of diseased plant material. Fires must not be allowed to cause a nuisance to neighbouring residents and under no circumstances should they be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time.
- 7.6. **Tenants must not:**
 - a) Bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire (or similar material) on the Allotment.
 - b) Use any carpet or underlay on the Site.
 - c) Deposit refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on the Allotment or instruct anyone else to do so.
 - d) Remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.
 - e) Cause or allow any nuisance or annoyance to the Tenant of any other Allotment or occupiers of land neighbouring the Site.

- f) 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.
- g) Park a vehicle anywhere on the Site other than within defined parking areas. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight.
- h) Bring or use any weapons (e.g. air rifles) on to the Site.
- i) Access any Allotment other than their own unless invited to do so by the Tenant of that Allotment.

7.7. Tenants must ensure that:

- a) Any manure on the Site that has not been dug in or spread on to the Allotment is covered.
- b) 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.
- c) Where the Council's title to a Site requires certain conditions to be observed, these are followed.
- d) When using any sprays or fertilizers,
 - (i) They 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;
 - (ii) 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 and/or wildlife, other than vermin or pests; and
 - (iii) comply at all times with current regulations as notified by the Council to the Association.
- e) No toxic or hazardous substances, contaminated waste or tyres are stored or brought onto the Site.
- f) Any pesticides, herbicides or chemical agents comply with current legislation regarding their use. The storing of such materials, other than for direct and prompt use on the Allotment is prohibited.
- g) All materials must be stored in a safe manner (e.g. glass for clothes) and must not be allowed to become a hazard or nuisance to others.

8. ALLOTMENTS

- 8.1. Except as provided in Rules 8.2 - 8.5 no animals may be kept on or given access to the Site.

- 8.2 Dogs may be brought onto the Site but must be kept on a lead at all times.
- 8.3 Hens (not cockerels) or rabbits are allowed to be kept on Allotments. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or cause a nuisance. Tenants must obtain prior permission from the Association to keep hens or rabbits on their Allotments and must comply with any husbandry conditions laid down by (and obtainable from) the Council.
- 8.4 Any part of the Allotment used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Association. Structures must comply with the Council's specifications.
- 8.5 Beehives are not allowed on an Allotment except with the prior agreement of the Association and permission of the Officer. Tenants must have valid insurance cover, preferably, through membership of or affiliation to the British Bee Keeping Association. A copy must be filed with the Council. Any recommendations made by the Officer must be implemented by the Tenant.

9. NON-TENANTS, CHILDREN

- 9.1 Only the Tenant, or a person authorised or accompanied by the Tenant, is allowed on the Site. Other visitors are permitted only by agreement in advance of the Association.
- 9.2 Access is not permitted to any Allotments other than that let to the Tenant.
- 9.3 The Council may order any person wrongly allowed onto the Site in breach of these rules to leave immediately.
- 9.4 The Council may take action against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.
- 9.5 Tenants are responsible for the safety and conduct of any visitors that they allow onto the Site.
- 9.6 Children (under age 16) must be supervised at all times by the Tenant or a responsible adult.
- 9.7 No ball games are allowed on the Site.
- 9.8 Any activity on the Site outside of cultivation of fruit, vegetables and flowers (e.g. an open day) is allowed only with the express prior permission of the Association.

10. PATHS

- 10.1 Paths provided by Tenants must be within the boundaries of their own Allotments and kept reasonably free from weeds.
- 10.2 Paths between two Allotments must be a minimum of 600mm (2') in width where possible and must be kept reasonably free from weeds. The Tenant is responsible for the maintenance of the whole path adjacent to their Allotment on the left-hand side of their Allotment.

- 10.3. Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Allotment.
- 10.4. The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

11. STRUCTURES

- 11.1. In this Rule, “Permitted Tenant’s Structures” means sheds, greenhouses, chalets, tool lockers, polytunnels or similar structures.
- 11.2. With the exception of Permitted Tenant’s Structures, no buildings, walls or permanent structures may be erected on an Allotment by Tenants.
- 11.3. Permitted Tenant’s Structures must comply with the Council’s specifications and conditions. No more than 25% of the Allotment should be assigned to Permitted Tenant’s Structures.
- 11.4. Permitted Tenant’s Structures erected on the Allotment 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
- 11.5. Generally, a Tenant may only have one Permitted Tenant’s Structure on their Allotment. Permission to erect more than one Permitted Tenant’s Structure is at the discretion of the Association. The maximum dimensions of a Permitted Tenant’s Structure are
 - a) Sheds and greenhouses - 10’ x 8’ (3m x 2.4m) and a height of 8’6” (2.6m) or two smaller sheds or greenhouses which have the same overall dimensions; and
 - b) polytunnels which may not exceed 20’ x 10’ (6m x 3m).
- 11.6. 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).
- 11.7. In the absence of any other suitable structure, a lean-to structure not exceeding 8ft x 6ft may be erected to harvest rainwater.
- 11.8. A polytunnel may not be erected without the prior consent of the Association.
- 11.9. Permitted Structures should be sited at the rear of the Allotment or as directed by the Association. No permanent footings or bases may be constructed.
- 11.10. Tenants may not plant hedges or erect fencing or other barriers on or around their Allotment. Tenants whose Allotment contains, or is bounded by, an existing hedge, fence or gate permitted by the Council are responsible for their maintenance.
- 11.11. Ditches within the boundary of the Allotment must be properly cleared and maintained.
- 11.12. Temporary structures and compost containers must also conform to the Council’s approved specifications, available online or with Associations.
- 11.13. No fixed play equipment may be installed anywhere on an Allotment or on the Site.
- 11.14. Smoking is not permitted in any communal building on the Site.

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

12. COUNCIL STRUCTURES

- 12.1. In this Rule, “Council Structures” means chalets, greenhouses, tool-lockers and similar structures erected by and belonging to the Council.
- 12.2. Where Council Structures are rented from the Council to Tenants, Tenants must not move, demolish or alter them and must keep them in good repair at all times and must make good any defect or repair within one month of the Council giving the Tenant a notice specifying the repair required.
- 12.3. In the third year after the Council Structure is let to a Tenant, and every third year thereafter, the Tenant must apply a coat of wood preservative to the Council Structure.
- 12.4. The Council Structure must not be used except in connection with the proper cultivation of the Allotment and in particular no trade or business may be carried out from it.
- 12.5. Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in Council Structures.
- 12.6. The Council shall not be liable for loss by accident, fire, theft or damage of any tools or contents in any Council Structure and need not replace any Council Structure which is destroyed or damaged.

13. NOTICE BOARD AND ADVERTISEMENTS

- 13.1. All Tenants must clearly display a notice with the number of their Allotment on the Allotment and maintain it in good condition.
- 13.2. 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.
- 13.3. A Tenant contact phone number must be provided to the Association permitting them to be contacted in urgent situations.

14. INSPECTIONS

- 14.1. The Allotment (and any structure on it) may be entered and inspected by the Officer, and members of the Association’s Committee at any time when the required access must be given.

15. DISPUTES

- 15.1. Any disputes are to be referred in accordance with the procedure displayed on the Site.
- 15.2. All disputes are subject to right of appeal to the Council. The decision of the Council will be made in writing and will be binding on all the Tenant involved in the dispute.

16. HARASSMENT

- 16.1 The Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of Tenants.
- 16.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct.
- 16.3 Harassment may be deemed to have occurred whether it is a single or repeated incident.
- 16.4 All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination which are available on request.
- 16.5 Complaints about harassment are, in the first instance, to be referred to the Association which will investigate the matter and refer its recommendation to The Royal Sutton Coldfield Allotment Association. Tenants may seek support from The National Allotments Society which provides mediation. 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.
- 16.6 All complaints of harassment that are upheld will be kept on file for 2 years.

17. TERMINATION

- 17.1 The Council on the advice of or in conjunction with the Association, may terminate Tenancies in any of the following ways:
 - a) twelve months written notice to quit expiring at any time between 29 September to 6 April inclusive; or
 - b) three months written notice to quit if the Council requires the Allotment for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or
 - c) one month's written notice to quit if:
 - (i) Rent is in arrears for 40 days or more (whether formally demanded or not); or
 - (ii) the Tenant is in material breach of these Rules, or
 - d) automatically on 30 September following the death of the Tenant unless Rule 3.4 applies.

- 17.2. Tenants may terminate Tenancies by giving the Council one month's written notice.
- 17.3. Tenant must yield up the Allotment at the termination of the Tenancy, however it arises, in such a condition as complies with these Rules and the Association may dispose of any building structure or other item left by the Tenant on the Allotment after 28 days from the date of termination.

18. CHANGE OF ADDRESS AND NOTICES

- 18.1. Tenants must immediately inform both the Council and the Association in writing of changes of address.
- 18.2. Notices to be served by the Council on the Tenant may be:
- a) Left on the Allotment; or
 - b) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by recorded delivery; or
 - c) Served on the Tenant personally.
- 18.3. Notices served under Rules 18.2 a) and b) will be treated as properly served even if not received.
- 18.4. Notices to be given to the Council should be sent to Royal Sutton Coldfield Town Council, AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG or such other address as the Council notifies in writing to the Tenant.

19. REPEAL

- 19.1. The Allotment Rules made by Birmingham City Council on 12 February 1926, 1994 (as amended) and 2015 (as amended) are repealed.
- 19.2. These rules were made by Royal Sutton Coldfield Town Council in May 2023.

Royal Sutton Coldfield Town Council

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