

APPENDIX 1
ALLOTMENT RULES

These rules are based on the National Allotment Society's Model Rules and are subject to repeal and amendment from time to time by the Landlord.

1. **Application and Interpretation:** These rules apply to all Allotment Plots including any let before these rules came into force. The headings of these Rules are not to affect their interpretation.
2. **Tenancies and Vacant Allotments**
 - 2.1 Each Plot will be in the name of one Tenant. Groups or organisations must submit an application for approval by the landlord; such Leases will be in the name of one person known as the principal Tenant.
 - 2.2 Vacant Allotment Plots on a Site must be offered by the Landlord or the Association to applicants on the waiting list for that Site kept by the Landlord or Association.
3. **Rent**
 - 3.1 The Landlord may offer or require discounts to be made on whatever basis the Landlord decides.
 - 3.2 Under exceptional circumstances the Landlord may levy an additional charge. Where the Landlord is The Moor Pool Heritage Trust, any additional charge must be ratified by a majority of Members of the Moor Pool Heritage Trust at the next AGM or special general meeting. Any such additional charge may be levied within one month of the date of ratification.
4. **Cultivation and Use of Allotment Plots**
 - 4.1 Tenants must use Allotment Plots for their own personal use or benefit of the Moor Pool Heritage Trust according to its Articles of Association and must not carry out any business or sell produce from Allotment Plots.
 - 4.2 Allotment Plots must be kept clean, reasonably free from weeds, noxious plants and hazards, e.g. broken glass or scrap metal etc, and maintained in a good state of cultivation and fertility.
 - 4.3 Where a Tenant fails to maintain a good standard of cultivation, the Landlord or Association will serve a "Letter of Concern" giving a specific period for improvement. If the Tenant fails satisfactorily to comply with this Letter of Concern, the Landlord and all persons authorised by the Landlord may (without prejudice to the Landlord's right of re-entry) enter the Allotment Plot to execute the relevant works and the cost (together with legal and surveyors' fees) will be repaid by the Tenant to the Landlord upon demand as a contractual debt;
 - 4.4 Not to cause or permit to be caused any damage to the Site or any neighbouring allotment plot and/or any allotment plot of the owners or occupiers of the Site, or any neighbouring allotment plot, or the Conservation Area;
 - 4.5 To notify the Landlord of any defect or disrepair at the Allotment Plot or the Site which may render the Landlord subject to any liability under common law or statute immediately this comes to the notice of the Tenant;
 - 4.6 Not to do on or in the Allotment Plot or the Site or the Conservation Area anything which is illegal or may be or become a nuisance, (whether actionable or not), annoyance, inconvenience or disturbance to the Landlord or to tenants or occupiers of the Site or any owner or occupier of neighbouring Allotment Plot and in the event of the Tenant doing or causing or permitting or suffering to be done any such damage promptly to make good the same at the expense of the Tenant provided that in default the Landlord may make good such damage and recover the cost as a debt due from the Tenant;
 - 4.7 Not to obstruct the roadways pathways or any of the entrances to or exits from the Site. The Tenant must not deposit any matter in the roadways, paths, hedges, ditches or brook courses situated within the Site or lands owned by the Landlord. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry, or taken to an approved disposal facility.
 - 4.8 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Allotment Plot or the Site, or any statutory provision, regulation or bye-laws made by a Competent Authority;
 - 4.9 Not to apply for or implement any planning permission without the Landlord's prior written consent;

- 4.10 Allotment Plots must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 4.11 Tenants must not cut or prune any trees adjoining the Allotment Plot. This does not affect the routine pruning of the Tenant's own trees and hedges on the Allotment Plot.
- 4.12 Tenants must leave a minimum gap of 450mm between cultivated areas of their Plot and any adjoining boundary fence to allow access for maintenance.
- 4.13 Not to plant any fruit trees or fruit bushes or any crops that require more than 12 months to mature without prior written consent of the Landlord (not to be unreasonably withheld)
- 4.14 Not to plant any plant nor allow any plant to develop such that it overhangs, or obstructs the adjacent allotment plots at the Site and adjacent common pathways.
- 4.15 The Tenant shall have at least $\frac{1}{4}$ of the Allotment Plot under cultivation of crops after 3 months of the date of the Lease and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months of the date of the Lease and at all times thereafter.
- 4.16 The maximum amount of the Allotment Plot allowed to be hard landscaped e.g. patio, internal paths etc is 20%. This 20% does not include the area of a greenhouse.
- 4.17 The Tenant is responsible for the actions of children and others entering the allotment Sites or the Allotment Plot with the Tenant's permission.
- 4.18 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Landlord or any other person in respect of the Site or any other allotment plot from time to time or cause the premium to increase and to reimburse to the Landlord on demand additional or extra premium payable or any excesses and expenses incurred by the Landlord in the renewal of any insurance policies attributable to a breach of the Tenant's obligations under the Lease;
- 4.19 If the Site or any part of it is damaged or destroyed by any of the risks against which the Landlord has insured against at any time during the Term and any part of the insurance money cannot be recovered by the Landlord by reason solely or in part of any act, neglect or default of the Tenant, its agents, employees or visitors then will pay to the Landlord the whole or (as the case may be) a fair proportion of the cost (including excesses and professional or other fees) of completely rebuilding, reinstating or repairing the damage;
- 4.20 Tenants must also observe any other rules or regulations which the Landlord makes at any time in the future.

5. Hoses, Bonfires and Other Restrictions

- 5.1 Hoses or sprinklers are not allowed except where required to fill water containers. Hosepipes or siphoning devices are not to be used to remove water from any shared water trough. Tenants must take every precaution to prevent contamination of water supplies. Water may only be extracted from a water course with the prior written approval of the Landlord and subject to the appropriate licence.
- 5.2 Bonfires are only permitted during the months of March and November and for the burning of diseased plant material. Bonfires may be lit no earlier than 2 hours before sunset and should be supervised at all times. Fires should not be allowed to cause a nuisance to neighbouring residents and under no circumstances should be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time. The Landlord may on prior written request grant permission for bonfires outside the months of March and November.
- 5.3 Tenants must not bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire on the Allotment Plot.
- 5.4 Carpet and underlay may not be used on the Site.
- 5.5 Rubbish refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on the Allotment Plot by the Tenant or by anyone else with the Tenant's permission.
- 5.6 Tenants must not remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Landlord
- 5.7 Any manure on the Site that has not been dug into or spread on to the Allotment Plot must be covered.
- 5.8 The Tenant shall not park a vehicle anywhere on the Site other than within defined parking areas. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight.

- 5.9 The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Landlord accepts no responsibility for the loss of or damage to such items, nor does the Landlord accept any responsibility for any injury caused by such items.
- 5.10 No weapons (e.g. air rifles) are permitted on the Site.
- 5.11 When using any sprays or fertilizers, the Tenant of an Allotment Plot must:-
- 5.11.1 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;
- 5.11.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests;
- 5.11.3 comply at all times with current regulations; and
- 5.11.4 remove from the Allotment Plot except when in attendance, any containers of harmful sprays, fertilizers or other harmful chemicals.
- 5.12 No locks shall be fitted to gates giving access to the Site or Allotment Plot without the prior written permission of the Landlord.
- 5.13 If the tenant shall be issued with a key/code/ card to access the Site or Allotment Plot then no replicas shall be made nor codes passed to anyone other than the person authorized by the Tenant to work on its Allotment Plot as per Rule 7
- 6. Dogs, Animals and Bees**
- 6.1 Not to allow dogs on to the Site unless supervised and controlled by the Tenant on their Allotment Plot, and to clear away from the Site all dog faeces that may arise.
- 6.2 Animals or livestock (except hens or rabbits) must not be kept on Allotment Plots.
- 6.3 Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must obtain prior written permission from the Landlord and must comply with any husbandry conditions laid down by (and obtainable from) the Landlord.
- 6.4 Any part of the Allotment Plot used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Landlord. Structures must comply with the Landlord's specifications.
- 6.5 Beehives are not allowed on the Allotment Plot except with the prior permission of the appropriate Officer of the Landlord. Tenants must have valid insurance cover preferably through membership or affiliation of the British Bee Keeping Association
- 7. Unauthorised Persons**
- 7.1 Only the Tenant, or a person authorised or accompanied by the Tenant or the Landlord is allowed on the Allotment Plot. Access is not permitted to any Plot(s) other than that let to the Tenant.
- 7.2 The Landlord may order any person wrongly allowed onto the Allotment Plot in breach of these rules to leave immediately.
- 7.3 The Landlord may take action for breach of their Lease against any Tenant who the Landlord reasonably believes was responsible for allowing an unauthorised person to be on the Allotment Plot.
- 8. Paths and Hedges**
- 8.1 Unless already existing, Tenants must provide a pathway within the boundaries of their own Allotment Plots kept reasonably free from weeds so that the Allotment Plot can be inspected or viewed without encroaching onto cultivated areas.
- 8.2 Paths between two Allotment Plots must be a minimum of 450mm in width and must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant. Where there is no adjoining tenant the tenant is responsible for keeping reasonably free from weeds the full width of the path.

- 8.3 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.
- 8.4 The cutting of hedges is the responsibility of the tenant. Boundary hedges shall be cut to a maximum height of 1.5m. Hedges between adjacent allotments shall be cut to a maximum height of 1m. Hedges shall be kept in a neat manner and shall not be allowed to encroach onto or obstruct pathways.
- 8.5 Tenants may not plant hedges or erect fencing or other barriers on or around their Allotment Plot without the permission of the Landlord. Tenants whose Allotment Plot contains, or is bounded by an existing or reinstated hedge, fence or gate permitted or installed by the Landlord are responsible for maintenance. Ditches within the boundary of the Allotment Plot must be properly cleared and maintained.
- 8.6 Except where a hedge exists, tenants shall leave a minimum gap of 450mm along boundaries between allotments for access by the Landlord to reinstate boundary hedges between allotments.
- 8.7 The location of access points to allotments shall be determined by the Landlord. No other opening shall be made in any boundary hedge or fence without the permission of the Landlord.
9. **Sheds, Buildings and Structures**
- 9.1 Not to make any alteration or addition whatsoever to the Allotment Plot save as permitted under these Rules.
- 9.2 No buildings, walls or permanent structures may be put up on the Allotment Plot by Tenants. Sheds, greenhouses or polytunnels must comply with the Landlord's specifications and conditions.
- 9.3 Any shed, greenhouses or polytunnel which the Landlord allows on the Allotment Plot must be maintained in a good state of repair and condition to the satisfaction of the Landlord and if the Landlord is not satisfied with the state of repair it may order the Tenant to remove the structure
- 9.4 A Tenant may only have one shed and either a greenhouse or polytunnel. The maximum dimensions of a shed (or greenhouse) are 10' x 8' (3m x 2.4m) and a height of 8'6" (2.6m). Sheds and greenhouses may only be erected with the prior written consent from the Landlord. Such structures must have guttering connected to a water container (e.g. butt, barrel)
- 9.5 A polytunnel may not be erected without the prior written permission of the Landlord and may not exceed 2m x 2.5m x 1.95m high.
- 9.6 Structures should be sited at the rear of the Allotment Plot or as directed by the Landlord or Allotment Officer. No permanent footings or bases may be constructed.
- 9.7 Temporary structures and compost containers must also conform to the Landlord's approved specifications.
- 9.8 Barbed wire or other similar materials must not be used on the Allotment Plot.
- 9.9 No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g. glass for clothes) and must not be allowed to become a hazard or nuisance to others.
- 9.10 Water butts and containers which are in the open shall be black, dark green or dark brown.
- 9.11 Existing structures shall only be removed after approval by the Landlord or Allotment Officer.
- 9.12 The Tenant shall keep properly cleaned and in repair on its Allotment Plot.
10. **The Landlord's Greenhouses, Tool Lockers and artifacts**
- 10.1 Where such structures are rented from the Landlord, Tenants must not move, demolish or alter the greenhouse but must keep them in good repair at all times and in particular must make good any defect or repair within one month of the Landlord giving the Tenant a notice specifying the repair required. Tenants are also responsible for the repair of tool lockers.
- 10.2 The greenhouse or tool locker must not be used except in connection with the proper cultivation of the Allotment Plot and in particular no trade or business may be carried out from the greenhouse.

- 10.3 Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in the greenhouse or tool locker.
- 10.4 The Landlord is not to be liable for loss by accident, fire, theft or damage of any tools or contents in the greenhouse or tool locker and need not replace any greenhouse which is destroyed or damaged.
- 10.5 All artifacts found on the Sites or individual Plots shall be notified to and remain the property of the Landlord. If in doubt as to what constitutes an artifact the Landlord or Allotment Officer should be consulted.
- 10.6 All architectural materials found on the Sites or individual Plots shall be notified to and remain the property of the Landlord. If in doubt as to what constitutes an architectural material the Landlord or Allotment Officer should be consulted.
11. **Notice Board and Advertisements**
- 11.1 All Tenants must display any notice provided showing clearly the number of the Allotment Plot and maintain it in good condition. Only notices issued by the Landlord or approved by the Association may be posted on the Allotment Plot and the Site. Tenants may not display any personal or commercial advertising except on notice boards previously approved in writing by the Landlord.
12. **Inspection and Access**
- 12.1 The Allotment Plot (and any structure on it) may be entered and inspected by the Landlord or Allotment Officer or member of the Landlord's Board of Trustees at any time and the Tenants must give whatever access they require.
- 12.2 The Landlord reserves the right to access or permit access to any part of the Allotment Plots or Site for any purposes associated with the promotion of the Landlord's Articles of Association. These include school visits, visitor tours, visits by approved groups to monitor habitat and wildlife. This list is not exhaustive and such visits are at the exclusive permission of the Landlord.
- 12.3 The Landlord shall be permitted to record by any means allotments and use any material in any way which supports the Articles of Association or day to day activities of the Landlord.
- 12.4 The Tenant shall permit access by the Landlord and any individual or group approved by the Landlord to install nesting boxes or similar items and ancillary equipment for the recording, promotion and encouragement of wildlife.
- 12.5 The Tenant shall permit the Landlord to investigate, access and exploit any potential naturally occurring water supply found on the Allotment Plot and the installation of associated extraction equipment.
13. **Disputes**
- 13.1 Disputes between Tenants at the Site are to be referred first to the Allotment Association should one exist (subject to a right of appeal to the Landlord). Where necessary the Association may also make its recommendations to the Landlord. The written decision of the Landlord will be binding on all the Tenants and third parties involved in the dispute.
14. **Harassment**
- 14.1 The Landlord has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment Tenants.
- 14.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants are expected to comply with the Landlord's policies in respect of harassment and discrimination.
- 14.3 Complaints about harassment are, in the first instance, to be referred to the Allotment Association which will investigate the matter and refer its recommendation to the Landlord. In the Absence of an Allotment Association, complaints should be referred to the Landlord or Allotment Officer or Secretary. Tenants may seek support from the Birmingham and District Allotments Council or may refer complaints directly to the Landlord if they prefer. Complaints will be handled sensitively and the Landlord 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.
15. **Termination**
- 15.1 The Landlord at its discretion may serve 28 days written notice to reduce or increase the size of an allotment in which case both parties shall enter into a new lease of the revised Plot on the same terms as the Lease (subject to any

variations to the Rent or other terms as agreed between the parties) and on completion of the new lease the Lease shall cease and determine. Such a reduction or increase not to exceed 25% of the area of the allotment.

- 15.2 In the event of the termination of the tenancy the Tenant shall return to the Landlord any property (keys, etc.) made available to him during the term of the Lease and shall leave the Plot with vacant possession in a clean and tidy condition. If in the opinion of the Landlord the Plot has not been left in a satisfactory condition, any work carried out by the Landlord to return the Plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950)

16. **Change of Address and Notices**

- 16.1 Tenants must immediately inform both the Landlord and any relevant Association in writing of changes of address.
- 16.2 Notices to be served by the Landlord on the Tenant may be:
- 16.2.1 left on the Allotment Plot;
- 16.2.2 sent to the Tenant's address in the Lease (or notified to the Landlord under these rules) by first or second class post, registered letter, recorded delivery or hand delivered;
- 16.2.3 served on the Tenant personally;
- 16.2.4 served by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day;
- 16.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 16.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered
- 16.5 Notices served under sub-paragraph 16.2 above will be treated as properly served even if not received.
- 16.6 Notices to be given to the Landlord should be sent to Hall and Asset Manager, Moor Pool Heritage Trust, The Circle, Birmingham, B17 9DY or such other address as the Landlord notifies in writing to the Tenant or publishes on the Landlord's website (which is as at the date of this Lease www.mpht.co.uk).

Moor Pool Heritage Trust Allotments, Orchard and Community Garden Plan. For Information Only.

