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**This Draft Proposal of the Management agreement is to be a working agreement between the BCC allotment Department and Birmingham Allotment Associations**

**Presented by the**

**BDAC Allotment Management Working Group**

**Draft proposal re-negotiation of Allotment Management Agreement**

**between the BCC allotment Department and Birmingham Allotment Associations**

Legal & Governance Department, Birmingham City Council PO Box 15992, Birmingham, B2 2UQ.

**THIS AGREEMENT** is dated the day of 202?

**PARTIES**

1. BIRMINGHAM CITY COUNCIL (“the Council”) of the Council House, Victoria Square Birmingham; and
2. THE COMMITTEE OF (“the association”) ALLOTMENTS ASSOCIATION (“the Association”) of

 **INTRODUCTION**

1. The Committee of the Association has been duly authorised and appointed by the Association to enter into this Agreement on behalf of the Association.
2. The Council owns the land shown edged green on the attached Plan which is divided into plots some of which have been let to members of the Association for cultivation as allotment gardens as shown on the Plan.
3. By section 29 of the Small Holdings and Allotments Act 1908 the Council is entitled to appoint allotment managers.
4. The Committee of the Association consists of the persons whose names and addresses appear in Schedule 1.
5. It has been agreed that the allotments shall be controlled and managed by the Association as agents for the Council on the terms and conditions set out in this agreement.
6. In operating this Agreement both sides will recognise their roles as partners in ensuring the benefits of providing allotment gardens for cultivation in Birmingham. Key principles of this partnership include.
	1. Openness and transparency.
	2. Joint accountability for decision-making wherever possible.
	3. Effective and regular communications between the city council and its managing agents.
	4. Clearly defined outcomes and targets in terms of all key objectives
7. **Definitions**.
	1. In this agreement the following words and expressions are to have the following meaning unless the context requires otherwise: -

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| --- | --- |
| Allotments | Allotment gardens on the Site as identified on the Plan and the term ‘Allotment’ shall be construed accordingly  |
| Allotment Rules | Made by the Council under Section 28 of the Small Holdings and Allotments Act 1908 from time to time. A copy of the current rules is set out in Schedule 2 or such amendments as may be introduced by the Council from time to time by agreement with the BDAC. |
| Allotments Officer | The Officer appointed by the Council to manage its Allotments  |
| Allotments Consultative Committee | The joint group formed of Council Allotment Officers and representatives of the BDAC through which consultation on allotment management matters is conducted.  |
| The Association | The Committee members all of which are party to this Agreement  |
| BDAC | The members of the unincorporated association known as the Birmingham & District Allotments Confederation  |
| the Council | Birmingham City Council and its Officers |
| the Committee | The members of the Association or other body which according to the constitution of the Association is responsible for managing its affairs  |
| the Constitution | The ratified constitution of the Association in so far as it relates to this Agreement  |
| Devolved Budget | The funds provided by the Council to cover the Association’s maintenance liabilities under this Agreement  |
| Due Date | 1 October annually  |
| Income Return | The form specified by the Council setting out the rents collected by the Association  |
| The Flo Pickering Memorial Fund | The fund established as the holding account for any capital receipts arising from the disposal of allotment land or other assets. The Fund is administered jointly by the Council and the BDAC through the Allotments Consultative Committee.  |
| Locally Appointed Adviser | Tenants independently appointed to assist Associations in carrying out their functions under this Agreement  |
| Management Committee | Those members and Officers of the Committee appointed to undertake those functions described in this Agreement  |
| Officer | Officer of Birmingham City Council |
| Tenancy | the letting of a designated Allotment under a formal Tenancy Agreement between the Council and the Tenant  |
| Tenant | Person to whom Allotments on the Site have been Tenant let and the term Tenant will be construed accordingly |
| Tenancy Agreement | The form issued by the Council creating a Tenancy between the Council and the Tenant  |
| The Plan | the plan annexed to this Agreement which is for identification purposes only  |
| Rents | Rents payable by Tenants for Allotments |
| The Shed | The shed or pavilion provided by the Council for the Association’s use in managing the Site  |
| The Site | The Allotment site shown edged green on the Plan |

* 1. References to statutory provisions include all subsequent legislation amending replacing or relating to them.
	2. Reference to clauses and sub-clauses are to clauses and sub-clauses of this agreement.
	3. The headings to this agreement are not affect its construction or interpretation.
1. **Managing Agency**
	1. In consideration of the payments made to the Association the Council appoints the Association as its managing agent for the Site and the Association agrees to manage the Site on the terms and conditions set out in this agreement.
2. **Assignment**
	1. The Association shall not assign this Agreement.

**OBLIGATIONS OF THE ASSOCIATION**

1. **Rents**
	1. The Association shall use its best endeavours to collect all Rents and penalties due and payable in respect of the Allotments on the Site. The Association shall submit payment of the amounts due to the Council at regular intervals but in any event no later than 1 month after collection or as otherwise specified by the Council in writing
	2. The Association shall seek to collect the Rent due from each Tenant on its register promptly and efficiently by the date the Council sets or the due date and shall pass a copy of the rent receipt for each Tenant and Income Return form to the Council at regular intervals during the rent collection period
	3. The amounts of the Rents are to be set by the Council and advised to the Association
	4. The Association shall be authorised to issue only official receipts to Tenants for Rent collected by them and such receipts where properly issued will be accepted by the Council as evidence of payment of rent.
	5. The Association may not delegate the collection of Rents payable by the Tenants or the maintenance of the register under sub-clauses.1-4.4 to anyone other than a committee member
	6. Those members of the Management Committee engaged in the collection of Rent and letting of plots will, where required, receive training from the appropriate Allotment Officer before undertaking those functions. The BDAC will be invited to participate in such training. See endnote [[1]](#endnote-2)

**Financial Management**

* 1. The Association shall observe and apply the requirements set out in this Agreement and Schedules 5, 6 and 7 in carrying out its financial management responsibilities
	2. If the Association is wound up any sum due to the Council in respect of Rents already collected is to be a first charge on the assets of the Association.

**Plot letting**

* 1. The Association shall act as the agent of the Council in letting plots on the Site and in the management of the Site in accordance with the Council's Allotment Rules and based on such Tenancy Agreements as the Council issues following consultation with the BDAC.
	2. The Association shall arrange for each new Tenant to complete a Tenancy Agreement as supplied by the Council from time to time and to be given a copy of the Council’s current Allotment Rules. A Tenancy Agreement must also be completed for a change of plot or where the designation of a plot changes.
	3. In letting Tenancies for vacant Allotments, the Association shall not discriminate as defined by the Equality Act 2010 between applicants on the basis that an individual possesses a single protected characteristic or a combination of protected characteristics which include gender, sexual orientation, gender reassignment, pregnancy and maternity, marital status, race, ethnic origin, religion or belief, disability, or age and shall observe the Allotment Rules. No person may access an Allotment until a Tenancy Agreement has been completed and given to them.
	4. The Association shall not let an Allotment to any person in respect of whom the Council has notified the Association that an Allotment is not to be let to.
	5. The Association shall keep an up-to-date register of the names and addresses of all Tenants containing a record of all Rent payments by each Tenant and this record must be available for inspection by the Council at any reasonable time by arrangement with the Association. Personal information must be managed in accordance with the General Data Protection Regulation (GDPR) 2018 and any subsequent amendments. After they have received full training from the Council and fully understand the obligations under this clause.
	6. The Association shall take all reasonable measures to let Allotments which become vacant as soon as possible.

**Allotment Rules**

* 1. The Association shall to their best endeavours, ensure Tenants observe the Allotment Rules (Schedule 2) or the instructions of any appointed Allotments Officer or any responsible Officer on the Council’s behalf.

**Repairs and maintenance**

* 1. The Association shall carry out all maintenance required under clause 8.2 in so far as this satisfies the conditions in Schedule 3 as soon as possible to the extent of the funds available to it for such repairs. In the event of emergency or major repairs being required the Association may submit an application for funding from the Council.
	2. The Association is not allowed to authorise any departure from the Allotment Rules by a Tenant.
	3. The Association shall not do anything whereby compensation may be payable to a **Tenant.**

**Plot Cultivation**

* 1. The Association shall monitor the standard of plot cultivation through a plot review by 30 April each year and where necessary will issue a Letter of Concern to tenants and inform the Council where it has done so. On review, the Association may ask the Council to issue a Notice of Re-entry.
	2. The Association may issue a Letter of Intent between 1 October and the end of February and carry out a review by 30 April.
	3. In carrying out inspections required under this sub-clause 4.19 – 20 above, only Officers of the Association or members appointed by the Management Committee and accompanied by a Committee Officer may enter a Tenant’s plot to carry out this function.

**Complaints and disputes**

* 1. The Association shall apply the Allotment Rules and carry out the investigation of any complaints or disputes involving Tenants. Assistance may be sought from Locally Appointed Advisers who may advise or mediate in such matters. as is provided in Schedule 8 of this Agreement.
	2. After considering breaches of the Allotment Rules the Association may recommend to their Locally Appointed Adviser that the tenancy of the Allotment be terminated but only after a meeting of the Committee. Any recommendation is to be submitted together with evidence to the BDAC but will not be binding on the Council. The Council will provide the Association with a written explanation where it does not agree to uphold the Association’s recommendation. See endnote [[2]](#endnote-3)

**Grounds Maintenance**

* 1. The Association will regularly inspect the execution of horticultural maintenance schedule carried out by the Council’s service providers and will submit a report at the end of the relevant period to the appropriate Officer on a form provided by the Council see endnote [[3]](#endnote-4)

**General**

* 1. Maintain an Accident Book for each site and replace the book as necessary in accordance with the training given by the Council
	2. Settle all bills received from Utility providers for water, gas, or electrical services. The Association shall use its reasonable endeavours to monitor and minimise leakage from water supplies and inform the Council of underground leaks requiring repair. Where the Association subsequently obtains a leakage allowance from the water supplier, this shall be repaid to the Council on receipt, if supplementary funding has been made available under Schedule 5.
	3. The Management Committee will be responsible for monitoring health and safety on site in accordance with clause 14.6 below. After they have received full training from the Council and fully understand the obligations under this clause.
	4. Provide a copy of its Constitution if requested by the Council and any subsequent amendments made thereto.
1. **Obligations of the council**

The council will

* 1. Be responsible for the strategic management of its allotment sites and Tenants, the application of the Allotment Acts and the Council’s Allotment Rules and the provision of guidance to Management Committees.
1. **New Causes**
	* 1. Respond within 14 days to any request for advice or assistance from the Association to enable it to carry out its responsibilities under this Agreement.
		2. Provide an emergency number for out of hours action on site issues requiring immediate attention.
		3. Identify a senior officer with responsibility for ensuring compliance with this clause who Associations can contact directly. This officer will also hear any appeal in disputes arising from proposed tenancy termination
	1. Make any final decision in respect of disputes and complaints provided that the Association has carried out its obligations under this Agreement and where the matter cannot be resolved otherwise by Locally Appointed Advisers or subsequently by the BDAC. Any decision by the Council will be binding on all parties.
	2. Provide relevant data and stationery to allow the Association to carry out its responsibilities under this Agreement.
	3. Carry out an annual risk assessment of the Site and provide the Association with the resulting report including any relevant recommendations. This specifically includes risks associated with the presence of asbestos in buildings on site. See endnote [[4]](#endnote-5)

**New Clause**

* + 1. Support the Association officers acting on behalf of the Council in all the execution of obligations set out in Section 4.
	1. Carry out statutory inspections of electricity and, where appropriate, gas services and fire extinguishers on the Site, but not appliances for which the Association is responsible. Council to provide the association with a copy of the findings of the inspection in within 30 days of inspection.
	2. Calculate the amount of any Devolved Budget from its assessment of forecast income and make bi-annual payments to this is incorrect the Association each financial year before the end of April and October commencing 1 April 2019. Make payment of any Management Fee or cleaning materials grant annually by 31st May The terms of payment are set out in Schedule 4 See endnote [[5]](#endnote-6)
	3. Undertake or pay for emergency or major repairs subject to the availability of funding and consideration of other maintenance priorities. The Council upon receipt of a request for repairs by the Association, should respond within 14 days. The Allotment Officer will inform the Association in writing if repairs requested by the Association cannot be undertaken. Also, to provide the Association with emergency contacts and support in the event of an emergency so that an immediate response can be made.
	4. Maintain fire insurance for any buildings on the Site that are owned by the Council.
	5. Inform the Association of any warnings, Notices to Quit or Notices of Re-entry issued by the Council in within 14 days of decision.
	6. Issue Notices to Quit where Rent has not been paid within the period permitted for settlement and to advise the Association where payment has been made direct to the Council within 28 days of receipt of payment.
	7. Provide regular Health and Safety training to the Committee under clause 14.6 of this Agreement. To ensure all Associations and new Officers are fully aware of their obligations under clause 5.11 and support them to undertake their duties before requiring them to undertake their responsibilities.
	8. Must consider any recommendations for the issue of warnings or eviction notices received after due investigation by the Association and Locally Appointed Adviser and to inform the parties in writing of the reason(s) for not upholding any recommendation within 28 days of decision.
	9. Oversee the performance of its horticultural service providers based on reports submitted by Associations under clause 4.24 above and advise the Association of any remedial action taken. Respond within 14 days of a report stating a failure to undertake maintenance and provide the Association with a direct contact to the maintenance team.
	10. Provide an official Accident Book for each site if this has not already been supplied to the Association and ensure that Associations are trained into how to properly operate the book as part of the training obligations, including training of new officers as they take up their role.
	11. Manage any capital receipts credited to the Flo Pickering Memorial Fund and consult with the BDAC via the Allotments Consultative Committee (or succeeding joint consultative forum) about the use of such funds. Provide BDAC and all sites with an annual statement for this Fund of work undertaken and work scheduled for the forthcoming year including actual or estimated costs and completion dates.
	12. Provide training in administrative procedures necessary to fulfil the Association’s obligations under this Agreement and ensure that new Association Officers are fully trained to take on their responsibilities before undertaking management duties under this agreement. See endnote [[6]](#endnote-7)
	13. Provide temporary supplementary funding to meet additional charges arising from proven water leakage (subject to clause 4.26 and Schedule 5)
1. **RECORDS**
	1. The Association must maintain proper accounting records of all receipts and payments in connection with the Devolved Budget and provide an annual statement of Income and Expenditure to the 31 March each year in the form set out in Schedule 7.
	2. Receipts and invoices for any charges assigned to this account shall be open to inspection by the Council at any reasonable time and on reasonable notice.
2. **INSURANCE AND INDEMNITY**
	1. The Association agrees to indemnify the Council in respect of all claims damages charges, costs and liabilities which arise out of or in consequence of the exercise of its responsibilities under this Agreement. See endnote [[7]](#endnote-8)
	2. Public Liability insurance providing cover up to £10m will be obtained on behalf of the Association in respect of its liabilities under this Agreement and the cost of premiums will be met by the Council. Such insurance will cover public liability (including events), member to member liability, member’s personal liability, Employers liability and Landlord’s indemnity. It will not cover the Association’s own liabilities in relation to its own activities or risks (e.g., cash loss, property or equipment that it owns) See endnote [[8]](#endnote-9)
3. **INCOME & EXPENDITURE ACCOUNT**
	1. The Association must maintain a record of income and expenditure relating to its Devolved Budget in the form set out on Schedule 7 of this Agreement. see endnote [[9]](#endnote-10)
	2. The Association may use such income received from the Council to meet the costs of the following:
		1. repairs and maintenance within the conditions set out in Schedule 3
		2. Horticultural maintenances were agreed by the Council whereby the Association has agreed to take over the responsibility for this from the Horticultural Maintenance team.
		3. All charges for water and sewerage services see endnote [[10]](#endnote-11)

Subject to funds being available within its Devolved Budget the Association shall comply with any written instruction from the Council to carry out repairs which it can reasonably be expected to carry out.

1. **TERMINATIONS OF TENANCIES**
	1. The Council reserves to itself the right to terminate any of the Allotment tenancies by notice to quit and also the right to exercise the powers of re-entry and all other powers and remedies conferred upon it by the Allotment Acts 1908 to 1950 or by the Allotment Rules.
2. **USE OF SHEDS**
	1. This clause applies only where the Council makes a shed, chalet, or pavilion ("the Shed") available to the Association for use in conjunction with the management of the Site and should be read in conjunction with the letter accompanying this Agreement.
	2. The Association shall be entitled to occupy and use the Shed on the basis of a gratuitous licence from the Council which does not give the Association the right to exclusive possession of the Shed and which may be terminated by the Council at any time.
	3. The Association will pay and discharge any gas and electric charges (including standing charges) which may be payable from time to time on the Shed and shall indemnify the Council against any liability for such items
	4. The Association agrees: -
	5. Not to purport to assign, underlet or share possession of the whole or part of the Shed.
	6. Not to pull down, carry out works, alter or add to the Shed without the prior written permission of the Council.
	7. Not to use the Shed for any illegal or immoral purpose or to do or allow anything to be done to the Shed which may be a nuisance to the Council, Tenants or the owners or occupiers of neighbouring premises.
	8. Not to manufacture, supply or sell any intoxicating liquors from the Shed except where an alcohol licence has been granted by permission of the Council that allow it to operate as a social club. To ensure that social consumption does not cause a nuisance to others
	9. Not to carry on any trade or business from the Shed other than the purchase and sale of requisites as provided for under Section 49 of the Small Holdings and Allotments Act 1908 to members of the Association for use in connection with cultivation of the Allotments on the Site.
	10. Not to store any vehicles in the Shed.
	11. Not to store any inflammable materials including petrol, oil fuel or lubricants into or store them in the Shed.
	12. To place all materials in the Shed in such a way as to allow air circulation to the inside walls of the Shed to minimise the possibility of rot.
	13. Not to place, bring or store anything in the Shed which does not belong to the Association or its members.
	14. To ensure the Shed is always locked and secure when not in use.
	15. To allow the Council and its officers to exercise its rights to enter the Shed at any reasonable time by arrangement with the Association except in the case of emergency.
	16. To use the Shed only for the purposes of the Association and to use it solely in connection with the cultivation of the Allotments and for the benefit of Tenants; except where the Association has permission from the Council allowing social club to operate.
	17. To indemnify the Council against all liability costs and damages arising out of or in connection with the use of the Shed by the Association to the extent that the Council does not receive the proceeds of an insurance policy on the Shed towards such liability costs or damages and with the intent that the Association’s liability shall not exceed its assets at the date of any incident leading to liability under this clause; See endnote [[11]](#endnote-12)
	18. To vacate the Shed on request by the Council and to remove all items placed in it belonging to the Association or its members and any other items the Association has allowed to be placed in the Shed. See endnote [[12]](#endnote-13)
	19. On Termination of the Association's licence to occupy the Shed the Council may remove and (at the cost of the Association) deliver to any of the Association's Officers any items left in it 30days after the date by which the Association had been requested to give up occupation.
	20. The Council shall insure the shed against damage or loss through Fire, Flood & Storm and shall be responsible for the maintenance of the Shed in so far as funds allow. If the Shed is damaged or destroyed the Council shall not be obliged to repair or replace it See endnote [[13]](#endnote-14)
3. **SUBSTITUTION OF OFFICERS TO THE ASSOCIATION**
	1. The Association may by resolution duly passed in accordance with its Constitution displace the Committee or any of its members and substitute others in their place who shall be agents for the members of the Association at the time the resolution is passed. Where meetings are held to re- elect committee members Officers from the Council may attend such meetings in the capacity of observers.
	2. The Association Secretary must formally notify the Council in writing (on a form provided by the Council) of changes to the membership of the Committee from time to time within 14 days of those changes taking place and this notice must contain full details of all appointed Committee members.
	3. If Any member of the Committee or a person collecting Rents is reasonably suspected by the Council of dishonesty or misconduct in relation to the collection of Rents or otherwise that person shall, following investigation by the Association and on the recommendation of the BDAC, be removed immediately by the Association as a member of its Committee and shall have no further authority to collect Rents or otherwise act on behalf of the Association under this Agreement. Any person so excluded will only be permitted to resume the collection and handling of rents with the Agreement of the Council, the BDAC and the Association.

**New Clause**

* 1. The council shall contact any new Association Office within 14 days of receipt of notice of change of Officer to arrange training.
1. **FORCE MAJEURE**
	1. In the event of any cause beyond their reasonable control, neither party to this Agreement shall be liable to the other for any delay in performance or non-performance of their obligations.
	2. The party affected by such circumstances shall promptly inform the other party in writing.
	3. The time for compliance shall be extended for the length of such delay.
2. **DURATION OF THIS AGREEMENT**
	1. This agreement shall commence on 1 April 2019 and continue until 31 March 2024, with an option to extend for a further five years and the extension should be agreed by all parties. Unless terminated in accordance with the following provisions of this clause.
	2. Either party may terminate this agreement by two months written notice to the other party at any time. Such notice to be given not earlier than 12 months after the commencement of this Agreement. Where this is intended, the Association and the Council shall be required to engage with the BDAC to seek an alternative Management Committee to undertake the management of the site.
	3. The Council may terminate this agreement at any time without prior notice if:
	4. The Association is in material breach of its obligations under this Agreement and fails to remedy that breach within seven days of a notice from the Council specifying the breach and requiring its remedy: or
	5. The Association commits a non-material breach of the Agreement and fails to remedy the breach within 56 days of a notice from the Council specifying the breach and requiring its remedy: or
	6. The Association ceases to exist.

In such circumstances the Council will consult the BDAC to seek an alternative Management Committee to undertake the management of the site.

* 1. On termination: the Rents receivable will be apportioned by reference to time between the Association and the Council such that: -
	2. Any Rents receivable in respect of the period after termination shall belong exclusively to the Council and
	3. The proportion of any Rents which have been collected by the association relating to the period after termination will be held by the association on trust for the council.
1. **Health and Safety**
	1. After full training has been delivered under 5.11 of this agreement for all responsible Officers and regular updates. Be responsible for compliance with the Health and Safety at Work etc Act 1974, Management of Health at Work Regulations 1999, Control of Pesticides Regulations 1986 and any codes of practice issued there under with regard to the maintenance and management of the Site. This includes arrangements for assessing risks and where hazards are identified taking appropriate steps to safeguard the health and safety of plot holders and other persons. Significant safety hazards arising from defects in pathways roadways and communal areas must be reported to the Council's nominated officer without delay. See endnote [[14]](#endnote-15)
	2. Report to the Allotments Officer by telephone ALL accidents which occur on the Site where a person/s suffers serious injury (requiring hospital treatment) or any incident resulting in loss or damage. A current Accident Book compliant with the General Data Protection Regulation must be maintained for every site and replaced as necessary by the Association.
	3. Where pesticides are stored in the Shed ensure that only pesticides approved by the Department for Environment, Food and Rural Affairs (DEFRA) for amenity horticulture are stored on the Site. Only after they have received full training from the Council and fully understand the obligations under this clause. Minimum quantities only shall be stored in an appropriate locked container designed for pesticide storage. Any identified use of banned products by tenants should be reported to the Allotment Officer immediately
	4. **Not carry out** any alterations to the 230-volt mains electrical supply on the Site. In the use of extension cables outside buildings for temporary equipment (such as electric Flymo’s) the supply must be protected by an earth leakage circuit breaker (E.L.C.B.).
	5. Ensure that the Site is maintained in a clean and tidy condition with any accumulation of rubbish being collected and disposed of in an approved manner. providing funds are available
	6. Be responsible for co-ordinating health and safety management of the Site. After receiving full training from the Council and contingent on training updates from time to time. Members of the Committee will attend risk assessment training provided by the Council from time to time. And ensure that all Associations have the necessary knowledge and training to properly carry out their duties. Arrangements will be made for the Council’s nominated officer to liaise with the Committee on health and safety inspections and matters arising from annual risk assessment inspections.
	7. Be responsible for ensuring that any volunteers who are providing services are approved by them and have appropriate Health and Safety provisions and are covered under appropriate insurance.
	8. Exercise a duty of care to everyone entering and using the Site including visitor’s trespassers and tenants See endnote [[15]](#endnote-16)
	9. **THE COUNCIL SHALL:**
	10. Ensure all Associations receive full and up to date training in respect of Health and Safety on the sites and keep a register/record of training. According to clause 5.11 and to ensure that they can comply with clause 14.6
	11. Ensure that All Associations are fully aware of the asbestos risks on their site and support them in the collection and removal of asbestos.
	12. Ensure that all reports that highlight a Health and safety issue are given to the Association and support the Association in dealing with the risks.
2. **HORTICULTURAL MAINTENANCE WORKS**
	1. The Council shall have a programme of maintenance for horticultural features and shall furnish the Association with a copy of the Plan and Bill of Quantities relating to its Site and with copies of any amendments thereto. Under sub-clause 4.24 the Association shall monitor and report performance each period on a form provided by the Council. The Council will give the Association a direct contact with the Maintenance team to facilitate better monitoring See endnote [[16]](#endnote-17)
3. **NOTICES**
	1. Notices given by the Council may be signed by the Director of Neighbourhoods or any other duly authorised officer and shall be validly served if served on the Secretary, Chairman or Vice Chairman of the Association.
	2. The persons signing this Agreement and any notified to the Council under clause 11.2 as new Committee members are to be treated as the Committee members unless and until their replacement is notified to the Council under Clause 11.2. See endnote [[17]](#endnote-18)
	3. Notices to be served on the Council shall be validly served if addressed to the Assistant Director of Parks and Nature Conservation, c/o Kings Heath Park House, Kings Heath Park, Vicarage Road, Birmingham, B14 7TQ and signed on behalf of the Association by its Secretary and one other officer for the time being.
	4. Notices may be served either personally or by first or second class or recorded delivery pre-paid Post and Notices served personally will be deemed to be received immediately after receipt.
	If served by first class post are deemed to be served the next working day after posting and if sent by second class post on the Third Day after posting. See endnote [[18]](#endnote-19)
	5. Notices to be served on the Association shall be validly served if sent to the address provided in this Agreement.
	6. The Management agreement’s working performance is to be reviewed by both parties at the first anniversary of its implementation.

Signed as a Deed by (name)
For and on behalf of the (........) Association

............................... In the presence of

.............................. Signature of witness ......................... Name of Witness

......................... ......................... ......................... Address of Witness

.......................... Occupation of Witness

**SCHEDULES**

The following schedules No 1 to No 9 inclusive will require revision by both parties to this agreement.

**SCHEDULE 1**

**Members of the Committee**

**Name Address**

**SCHEDULE 2**

**Birmingham City Council Allotment Rules**

ALLOTMENT RULES

**Definition of Terms**

**“The Council”** means Birmingham City Council and includes any committee of the Council or any Officer appointed by the Council under the Allotments Acts 1908 – 1950.

**“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 a Tenant.

**“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. These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment Gardens including any let before these rules came into force. They come into force on the date they are sealed.
	2. Tenants must also observe any other rules or regulations which the Council makes at any time in the future.
	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**
	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 pretenancy application for approval by the Council; such Tenancies will be in the name of one person known as the principal Tenant.
	2. Joint or shared Tenancies are not permitted.
	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).
	4. The Tenancy year commences on 1 October and ends on 30 September.
3. **Assignment**
	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**
	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.
	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**
	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.
	2. Allotment Gardens must be kept clean, free from weeds, weIl manured and maintained in a good state of cultivation and fertility.
	3. Where a Tenant fails to maintain a good standard of cultivation, 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.
	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. Allotment Gardens must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
	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.
	7. A maximum of 6 dwarf fruit trees are allowed per plot, which must be kept in good condition. No other trees may be planted.
	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.
	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.
	10. The Tenant must not deposit any matter in the hedges, ditches or brookcourses situated within the Site. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry during permitted periods (Rule 6.3), or taken to an approved disposal facility.
6. **Hoses, Bonfires and Other Restrictions**
	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.
	2. Where 1200l water containers are used, they can only be used for water harvesting, and must not be filled via hosepipes. See amendment note 2016
	3. Bonfires are only permitted during the months of March and November for the burning of diseased plant material. Fires must not be allowed to cause a nuisance to neighbouring residents and under no circumstances should be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time.

**Tenants must not**

* 1. bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire (or similar material) on the Allotment Garden.
	2. use any carpet and underlay on the Site.
	3. 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.
	4. remove any mineral, gravel, sand, earth, or clay from the Site unless they have written permission to do so from the Council.
	5. cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden (see also Rules 15.1 – 15.3)
	6. 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.
	7. 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.
	8. bring or use any weapons (e.g. air rifles) on to the Site.
	9. access any other plot than their own unless invited to do so by the tenant of that plot

**Tenants must ensure that**

* 1. any manure on the Site that has not been dug in or spread on to the Allotment Garden is covered
	2. 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.
	3. where the Council’s title to a Site requires certain conditions to be observed, that these are followed.
	4. **When using any sprays or fertilizers,**
	5. Take all reasonable care to ensure that hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
	6. So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
	7. Comply at all times with current regulations as notified by the Council to Allotment Associations.
	8. No toxic or hazardous substances or contaminated waste or tyres should be stored or brought onto the Site.
	9. 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.
1. Dogs, Animals and Bees
	1. Any dog (including Guide Dogs) brought onto the Site must be kept on a lead at all times.
	2. Animals or livestock (except hens or rabbits) must not be kept on Allotment Gardens. Cockerels are not permitted.
	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 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.
	4. Any part of the Allotment Garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Allotment Association. Structures must comply with the Council’s specifications.
	5. 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.
2. **Non-tenants, Children**
	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.
	2. The Council may order any person wrongly allowed onto the Site in breach of these rules to leave immediately.
	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.
	4. Tenants are responsible for the safety and conduct of any visitors that they allow onto the Site.
	5. Children (under age 16) must be supervised at all times by the tenant or a responsible adult.
3. **Paths**
	1. Paths provided by Tenants must be within the boundaries of their own Allotment Gardens and kept reasonably free from weeds.
	2. Paths between two Allotment Gardens must be a minimum of 600mm (2’) in width where possible and must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.
	3. Paths must be always kept clear of obstructions except for paths provided by Tenants only for use on their own Allotment Garden.
	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.
4. **Sheds, Buildings and Structures**
	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.
	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
	3. 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 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). See amendment note 2016
	4. In the absence of any other suitable structure, a lean-to structure not exceeding 8ft x 6ft may be erected to harvest rainwater.
	5. A polytunnel may not be erected without the prior permission of the Association and may not exceed 20’ x 10’ (6m x 3m). See amendment note 2016
	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.
	7. 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
	8. Temporary structures and compost containers must also conform to the Council’s approved specifications, available online or with Allotment Associations.
	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 cloches) and must not be allowed to become a hazard or nuisance to others.
	10. No fixed play equipment may be installed anywhere on a Plot or on the Site.
	11. From 1 July 2007 smoking is not permitted in any communal building on the Site.
	12. The sale of alcohol is not permitted in any Council building unless it is licensed for such use.
5. **Council Chalets, Greenhouses and Tool Lockers**
	1. Where such structures are rented from the Council, Tenants must not move, demolish or alter the chalet or 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 Council giving the Tenant a notice specifying the repair required. Tenants are also responsible for the repair of tool lockers.
	2. 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.
	3. The chalet, greenhouse or tool locker must not be used except 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.
	4. Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in the chalet, greenhouse or tool locker.
	5. 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 need not replace any chalet or greenhouse which is destroyed or damaged.
6. **Notice Board and Advertisements**
	1. All Tenants must clearly display the number of the Allotment Garden and maintain it in good condition.
	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.
7. **Inspection**
	1. The Allotment Garden (and any structure on it) may be entered and inspected by an appropriate Officer of the Council, including members of the Allotments Consultative Committee, or a named Officer of the relevant Association, at any time, when the required access must be given.
8. **Disputes**
	1. Any disputes are to be referred in accordance with the procedure displayed on site.

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

1. **Harassment**
	1. Birmingham City Council 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 (see Allotment Rule 6.8).
	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. 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.
	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.
2. Termination
	1. The Council may terminate Allotment Garden Tenancies in any of the following ways:
	2. twelve months written Notice to Quit expiring at any time between 29th September to 6th April inclusive; or
	3. three months written notice to quit
	4. 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
	5. where the Council acquired the Allotment Gardens for a purpose other than letting as allotments or has appropriated them to another purpose, or
	6. one month’s written Notice to Quit if:
	7. Rents is in arrears for 40 days or more (whether formally demanded or not); or
	8. The Tenants is in breach of these rules, or
	9. the Tenant has become bankrupt or compounded with his or her creditors, or
	10. automatically on 30th September following the death of the tenant.
	11. Tenants may terminate Allotment Garden Tenancies by giving the Council one month’s written notice.
	12. To Yield up the allotment Garden at the termination of the Tenancy in such a condition that complies with these Allotment Rules and the Association may dispose of any building structure or other item(s) left by the Tenant on the Allotment Garden after 28 days from the date of termination.
3. **Change of Address and Notices**
	1. Tenants must immediately inform both the Council and any relevant Association in writing of changes of address.
	2. Notices to be served by the Council on the Tenant may be:
	3. Left on the Allotment Garden, or
	4. 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
	5. served on the Tenant personally.

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

Notices to be given to the Council should be sent to the Allotments Officer, 115 Reservoir Road, Ladywood, Birmingham, B16 9EE or such other address as the Council notifies in writing to the Tenant.

1. Interpretation and Repeal
	1. The headings of these rules are not to affect their interpretation.
	2. The Allotment Rules made on 12 February 1926 and 1994 (as amended) are repealed.

The Common Seal of Birmingham City Council was hereunto affixed to these Allotment Rules in 2015.

Allotments Service The Lodge

115 Reservoir Road Ladywood

Birmingham B16 9EE

Phone: 303 3038

Email: allotments@birmingham.gov.uk

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ALLOTMENT RULES (AMENDMENTS 2016)

Rule 6.2 (**Hoses, Bonfires and Other Restrictions**)

Replacement clause:

6.2 Where water containers of more than 220 titres (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 feet) above ground level.

Rule 10.3 (**Sheds, Buildings and Structures**)

Replacement clause:

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).

Rule 10.5 (**Sheds, Buildings and Structures**)

Replacement clause:

10.5 A poly-tunnel 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.

**SCHEDULE 3**

**Maintenance works (clause 4.16)**

The range of minor works and maintenance that the Association may undertake is given below: Minor repairs and maintenance are the responsibility of the Association

Minor repairs

Repairs to standpipes, toilets or water services above ground

Repairs to roads (e.g. potholes) or pathways (excluding those for which plot holders are responsible)

Repairs to buildings (e.g. doors, windows, brickwork, rendering, timber panels)

Redecoration of buildings

Minor fencing works, gate repairs

Roofing (only by recognised contractors)

Grounds Maintenance as agreed by the Council

Repairs and maintenance associated with the Association’s health and safety obligations

Maintenance

Rubbish removal

Servicing of cess pits

Servicing of portaloos

Treatments for rat infestation or wasps’ nests

Exclusions (work that the Association is not permitted to undertake)

Structural works

Electrical services work

Gas services works

Underground leaks or bursts, sewerage blockages

Working at heights – tenants should not work at heights (i.e. using ladders or staging) when carrying out repairs to the Council’s property

Emergencies

Any event that occurs without warning (e.g. escape of water, backing up of sewerage system, collapse or structural defect in building) should be reported to the Council. The Association should take any measures it can to respond to the problem or to make the surrounding area safe.

Major works

These will generally be works outside the financial scope or skill of the Association to complete. Typically, these will include road resurfacing, fencing, reroofing and remedial works to buildings. Associations may request the Council via the BDAC for such works to be carried out (subject to funding). Alternatively, Associations may obtain external funding for such works but should advise the Council at the outset of their intentions.

Insurance

It is recommended that any tenants carrying out works should assess any

potential risk and obtain suitable personal accident cover. Any damage

caused in the execution of the work carried out by tenants must be rectified at

the tenant’s expense.

Contractors

Where contractors are to be appointed, they must belong to a recognised

trade federation (e.g. FENSA etc) or be recommended by the Council

Associations will be responsible for appointing contractors, checking for Public Liability insurance, monitoring work quality, ensuring appropriate health and safety measures are followed, rectifying faults, settling invoices, and rectifying any damage caused by the works (or compensation to third parties).

**SCHEDULE 4**

**Terms of remuneration**

Payments to Allotment Associations will comprise a management fee and a devolved budget.

A management fee will be paid on the basis of 10% of the value of rent receipts collected each year. Payment will be made each April as soon as the relevant calculations and approvals have been completed and normally by 30 April. The Payment will be made into the Association Account.

A devolved budget for each Association will be calculated each year by the Council to reflect the range of liabilities to be met. These may be all or some of the following:

Toilet Cleaning Materials

Repairs and Maintenance

Cess pit servicing

Portaloo servicing

Water, sewerage, and drainage charges

Rat disinfestations

Ground Maintenance

The devolved budget will be assessed on the basis of the forecast rental income and the amount judged available once the Council’s own budget obligations have been deducted. Payment will be made in into the Association’s Account.

No additional payments will be made unless budget conditions permit

**Schedule 5**

**Financial Conditions – Allotment Associations**

**Devolved Budget**

The Association must keep proper accounting records of all income and expenditure relating to the devolved budget received from the Council and must retain those records for a minimum of 6 years from the end of the relevant financial year to which they relate.

 An annual Income & Expenditure statement to 31 March must be submitted to the Council each year no later than 30 April (see Schedule 7).

Any person appointed as Treasurer must have relevant experience of preparing accounts and/or managing finances or undertake the appropriate training.

The Council should be informed of any suspected financial irregularity misappropriation or impropriety as soon as this becomes evident. Accounts shall be open to inspection by the Council at any reasonable time and on reasonable notice.

**Management Fee**

A Management Fee based on 10% of the total rent paid by the Association’s tenants will be calculated at the end of each financial year and paid by 30 April.

**Association Account**

Details of the relevant Association account must be provided to the Council on the appropriate form to enable payments to be made direct by BACS.

**SCHEDULE 6**

**Cash Handling Guidance Note**

**Collection And Banking of Rent**

 This note 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 Allotment Officers.

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.

Rents paid directly into the association account must be notified in full to the Allotment Services.

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.

During the rent period receipts should be submitted on a weekly basis to the Allotment office.

**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.

 **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 Team 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 Allotment Officers

**SCHEDULE 7**

**Income & Expenditure Account**

Name of Site………………………………………………………

Year 20………. /20…………

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Income details | Amount £ | Expenditure details | Amount £ |
|  |  |  |  |  |
| Totals |  | £ |  | £ |

Income less expenditure £………………………………….

Amount carried forward £…………………………………..

**SCHEDULE 8**

**Complaint Handling Procedure**

I**ntroduction**

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 locally appointed representatives who may advise or mediate in such matters. Any recommendation by the Association arising from the investigation should be submitted to representatives for reference to the BDAC.

Advice can be sought from locally appointed representatives 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.

 **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.

**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 to the locally appointed representative 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.

**Locally Appointed Advisers**

Local 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

**NEW SCHEDULE**

**SCHEDULE 9**

**Association Training**

The Council will provide training to all newly appointed Association officers prior to them formally taking up their obligations under this agreement.

The council will provide annual and refresher training to all Association Committees to support them in their obligations under this management Agreement.

Council provided training under this Management agreement includes the following as a minimum.

The council will provide regular training to the Association Committee to carry out their obligations, 5.16

Training in administrative procedures necessary to fulfil the Association’s obligations under this Agreement

Training for Financial Management under clause 4.1 to 4.8 inclusive and clauses 6 and 8 of this Agreement.

Training for GDPR to fulfil the Association’s obligations under this Agreement

Training for Plot letting under clause 4.9 to 4.14 inclusive of this Agreement.

Training for Health and Safety training to the Committee under clause 14.7 of this

Agreement.

Training in the safe handling and management of hazardous materials under clause 14 of this agreement.

Training for site risk assessments under clause 14.6 of this agreement.

Training for operating official Accident Book under clause 14.3 of this agreement.

**END NOTES**

1. This training is not taking place see schedule 9 [↑](#endnote-ref-2)
2. There will be a presumption that the Council support the recommendations of the BDAC.

Exceptionally the Council may reject the recommendation. In those cases, the Council will provide the Association with a written explanation and offer the right to appeal. [↑](#endnote-ref-3)
3. Council to provide all associations with up-to-date schedules for horticultural maintenance works and report forms. [↑](#endnote-ref-4)
4. This does not happen in all cases- We suggest you add “Provide a copy of the Assessment to the Association and make clear what actions will be taken by the Council in respect of this within 30 days of assessment. [↑](#endnote-ref-5)
5. This is incorrect? and requires revision. [↑](#endnote-ref-6)
6. This training is not taking place see schedule 9 [↑](#endnote-ref-7)
7. Remove- this is an unreasonable demand to make of volunteers. [↑](#endnote-ref-8)
8. Question: does this insurance rely upon the Council delivering on all its obligations, on training? Would a lack of training cancel out any claims? [↑](#endnote-ref-9)
9. How is the Devolved Budget Calculated? [↑](#endnote-ref-10)
10. How is the water allowance cost Calculated and how is it monitored? [↑](#endnote-ref-11)
11. [↑](#endnote-ref-12)
12. Should there be a process of appeal for this? [↑](#endnote-ref-13)
13. If the shed is damaged by fire what happens to the insurance monies if not spent on repairing the Shed? [↑](#endnote-ref-14)
14. This training is not taking place. [↑](#endnote-ref-15)
15. What does this mean? [↑](#endnote-ref-16)
16. Will the Council give the Association a direct contact with the Horticultural Maintenance team to facilitate better monitoring? [↑](#endnote-ref-17)
17. New association officers do not formally take up their obligations until their required training is completed. [↑](#endnote-ref-18)
18. Caused by changes to postal regulations [↑](#endnote-ref-19)