

Rules and Regulations for Allotment Plots

Argyll and Bute Council (“the Council”) has a statutory duty to provide allotments in terms of Part 9 of the Community Empowerment (Scotland) Act 2015 (“the 2015 Act”). These rules and regulations are made in support of this statutory function and to encourage and empower communities to establish their own community growing spaces/gardens.

By ensuring that every plot holder has a clear understanding of what is required of them on their allotment these rules and regulations will help support groups to independently manage their respective growing spaces, addressing all day-to-day issues relating to plot holders.

1. Allocation of Allotments

- 1.1 The Council will maintain a waiting list and offer available plots to the first person on the list based on what has been requested or the next available size. Applicants may remain on the list until the requested size of plot has been offered.
- 1.2 The first named person on joint applications shall be considered the lead applicant. Should the lead applicant withdraw, the second named applicant will remain on the waiting list unless advised in writing that both wish to withdraw. Further applicants cannot be added to the existing application and second named applicants will remain on the waiting list as a single applicant.
- 1.3 Allotment tenancies will only be granted to residents, aged 16 years or over, who reside within the Council/Administrative area. Individuals who live outside or move out with the area shall not be entitled to retain an allotment tenancy and the Council shall be entitled to require that any such tenancy be brought to an end in accordance with the termination provisions herein.
- 1.4 All plots are let on an ‘as seen’ basis, the Council is not responsible for any works which may be required after acceptance.
- 1.5 All tenants are required to sign the agreement, defined by the Council, to lease an allotment plot for that year and agree that they shall adhere to these rules and any that may pertain to the particular allotment site and/or any Regulations.
- 1.6 Any tenant failing to commence work on an allotment within a period of two months from the date of tenancy shall forfeit the tenancy and rent paid. The Council shall then have the power to re-let the allotment.
- 1.7 Should an existing tenant wish to increase the size of his/her allotment plot he/she shall submit a new application form and will be added to the waiting list.
- 1.8 Any applicant who accepts a smaller allotment plot than requested will remain on the waiting list until a larger plot becomes available.
- 1.9 A tenant shall not sub-let or share occupation of any part of his/her allotment plot with any other person.
- 1.10 Where a person (or joint applicant) who has had an allotment tenancy previously terminated by the Council makes an application for an allotment tenancy it shall be considered, taking into account the circumstances of the previous termination and any Regulations that may apply at that time.

- 1.11 If an allotment tenancy is terminated there will be no refund made, other than for the refundable key deposit when keys are returned.

2. Charges

- 2.1 The annual subscription of the allotment will be due on 1 April each year. The annual subscription shall be set by the Council at its sole discretion. Concessions (where applicable) are only applicable to the lead applicant.
- 2.2 The Council shall consider any subscription not paid in full within 30 days of the invoice date as an indication that the tenant of that allotment plot wishes to give up the allotment tenancy. Following a defined timescale, the Council shall be entitled to enter upon the allotment plot and remove all items, buildings or erections and make the allotment plot available for re-letting to another person.
- 2.3 Annual subscriptions and any other charges that may be payable are subject to annual review and tenants will be notified of any increase in advance. Charges will be kept to a minimum and will be based on a rate per m² and which services are provided, which may vary from site to site.
- 2.4 Changes to a tenants circumstances which affect their ability to pay must be advised in writing to the Council.

3. Cultivation and Allotment Plot Management

- 3.1 An allotment plot must be used for the sole purpose of growing vegetables, flowers, shrubs, fruit and other produce for personal use. At least 50% of individual allotment plots should be used for growing purposes.
- 3.2 A tenant shall not allow trees on the allotment plot, with the exception of fruit trees which must be maintained within the allotment plot and which shall not grow into or cause shade to be cast on neighbouring allotment plots. The maximum height for any tree on an allotment plot is 3 metres.
- 3.3 Fruit bushes are permitted to be grown on the allotment plot, the maximum height for any fruit bush on an allotment plot is 2 metres.
- 3.4 A tenant must not allow his/her allotment plot to be used for the storage of goods or material not directly connected with the cultivation of the plot.
- 3.5 Tenants are encouraged to practice good housekeeping and sustainable practices, e.g. avoiding the use of peat while using sustainable and if possible, locally sourced alternatives.
- 3.6 Where waste disposal facilities are provided, this is strictly for recyclable green garden waste only. Tenants are responsible for the removal of all other waste lawfully from their allotment plot by the following methods:
- Suitable vegetable/green waste shall be composted within the allotment plot.
 - Other green waste should be disposed in green waste magazine (if provided).
 - If waste magazine is not provided, waste must be removed from allotment site by the tenant.
 - All non-compostable waste material must be removed from allotment site by the tenant.

Any breach of these conditions may be deemed as fly tipping and will result in the immediate termination of a tenant's allotment tenancy.

- 3.7 Tenants who witness illegal fly tipping onto allotment land should immediately contact Police Scotland or the Council. All reports will be treated in the strictest confidence.
- 3.8 To increase sustainability tenants are encouraged to harvest water within their allotment plots to supplement mains water provision where provided. It is not permitted to install additional water taps.
- 3.9 All standpipes (if available) will be considered as a common resource to be shared by tenants.
- 3.10 Any form of unattended mains connected irrigation (such as sprinklers and timed devices) are not permitted.
- 3.11 Alteration or illegal connection to the water supply is a serious breach of tenancy and tenants who have inherited such connections on their plots are advised to contact the Council.
- 3.12 The Council reserves the right to switch off the water supply for period of time, if necessary for maintenance work or to prevent damage to the water supply infrastructure, e.g. during winter months. Tenants will receive notification if water supplies are to be affected.
- 3.13 Small scale burning using a closed vessel such as a chiminea is permitted, however must be controlled and must not compromise adjacent allotment plots. Suitable methods to extinguish fire must always be available, i.e. water or sand.
- 3.14 The burning of the following materials is strictly forbidden and will lead to immediate Notice to Quit:
- Any material producing black smoke, i.e. rubber, plastics, foam, paint.
 - Any material originating from outside the allotment site.
 - Any other material which may cause environmental damage or harm to human health.
- 3.15 The Council have the right to ask the tenant to remove any items which they consider should not be stored on the plot.
- 3.16 All hazardous material must be stored correctly and securely and used in accordance with manufacturers' guidelines.

4. Maintenance

- 4.1 Issues relating to general site maintenance on allotments must be reported to the Council where appropriate
- 4.2 All tenants shall be responsible for keeping their allotment plots in a clean and tidy condition at all times of year. All allotment plots should be kept to the standard outlined in the rules and regulations at the Councils sole discretion, allotment sites will be regularly inspected by the Council.
- 4.3 All tenants shall be responsible for ensuring that weed growth is controlled and their allotment plots are cultivated by the end of April (prior to the growing season), to a

standard outlined in the rules and regulations at the Council's sole discretion, e.g. the allotment plot should either be: well underway in the process of being prepared for crops; in readiness for growing; or be well stocked with growing produce and seed heads should be removed before they set and pernicious weeds such as couch grass, ground elder, brambles or mares tail must be controlled.

- 4.4 A tenant shall be responsible for keeping the boundaries and paths adjacent to his/her allotment plot in a clean and tidy condition. Where a path is adjacent to two allotment plots the respective tenants shall come to an agreement as to how it is to be kept clear of weeds and any obstructions, failing which the Council shall direct the tenants as to how this is to be done.
- 4.5 A tenant shall be responsible for ensuring that appropriate pest and disease control is carried out on the allotment plot. In the first instance, consideration should be given to using natural methods of pest and disease control, such as biological control.
- 4.6 Pesticides and fertilisers must be used in accordance with the manufacturer's instructions and stored in approved containers, well out of the reach of vulnerable people and locked away if necessary.
- 4.7 A tenant shall not do anything to adversely affect other allotment plots, including but not limited to; spray damage, fertiliser run off, spreading/seeding weeds or any other activity that may cause damage and/or nuisance.
- 4.8 In the event of longer term holidays or illness, please notify the Council in advance as there may be someone willing to tend your allotment plot in your absence. If you are unable to cultivate your allotment in accordance with the rules because of illness or personal difficulties, the Council will, where possible, take personal situations into account.
- 4.9 At the discretion of the Council, the tenant may be given an extension of a maximum of 6 months and will not be subject to the normal inspection/enforcement procedure in this time. A request for an extension will usually only be considered if the allotment is already in a reasonable standard of cultivation.
- 4.10 The Council is obliged to ensure that plots are being managed appropriately for the sake of neighbouring plot holders or those on the waiting list and any action can only be deferred for up to one calendar month to ensure that allotment plots do not fall into a poor state or have a detrimental impact on neighbouring plots.
- 4.11 It is a tenant's responsibility to seek assistance to keep an allotment plot in an acceptable condition, otherwise there is a risk of having the tenancy agreement terminated

5. Buildings, Structures and Property

- 5.1 The prior written consent of the Council shall be obtained by a tenant regarding the location and size of any buildings to be erected within his/her allotment plot, where consent will not be unreasonably withheld if the proposals do not unduly shade adjacent allotment plots or take up more than 25% of the said plot. The Council will be entitled to ask for whatever information it considers necessary in order to advise of a suitable location to minimise or eradicate shading to other allotment plots.

- 5.2 The tenant shall usually receive a response within 28 days on whether the request for the location and size of any buildings to be erected within his/her allotment plot is acceptable.
- 5.3 Prior to the erection of building / structure, the tenant shall provide construction details to the Council for approval. Details shall include: type of structure; size of structure; height of structure; building materials; location on allotment plot (in order that it shall not result in any adverse effect on neighbouring allotment plots) and any other information considered necessary.
- 5.4 Tenants are solely responsible for the safety and maintenance of any structure as well as boundary fences on their allotment plots. Tenants are not permitted to plant boundary hedges without the explicit approval of the Council.
- 5.5 External fences (comprising of the fence around the external perimeter of the whole allotment site, including any security gates or barriers) are the responsibility of the Council. Faults should be reported to the Council and repaired as soon as reasonably practical.
- 5.6 When any structures on the allotment plot are to be demolished the tenant shall ensure that all waste materials are removed from the allotment plot and allotment site and disposed of lawfully.

6. Insurance and Personal Liability

- 6.1 Tenants are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities.
- 6.2 The plot holder shall indemnify the Council against all claims and liabilities which may be made against the Council arising directly or indirectly from any breach or non-performance by the plot holder of his obligations under the Allotment Agreement or from any act, omission or negligence of the plot holder or any person acting expressly or implied with the authority of the plot holder in relation to the Plot or so arising from the presence of any of the plot holder's property and from the expenses of proceedings arising therefrom.
- 6.3 The Council cannot accept responsibility for any claims, loss or damage which may arise from using this facility, except so far as provided by statute.
- 6.4 Plot holders are responsible for the removal of any structures as requested by the Council following the end of a lease. Failure to do so may result in charges being levied to cover the costs incurred by the Council.

7. The Keeping of Livestock

- 7.1 Dogs are allowed on allotment sites but not on any growing surfaces. The tenant shall be responsible for ensuring that dogs are kept under control at all times and that they are kept on a lead.
- 7.2 Tenants who bring their dogs on to or permit a visitor to bring dogs on to an allotment site are responsible for the safe disposal of any dog waste and for any damage that may be caused by said dogs.

- 7.3 No livestock shall be permitted to be housed on an allotment site without the written consent of the Council whose decision shall be final.

8. Landlord Inspections

- 8.1 Members of the Council shall be entitled to carry out general inspections (at their discretion) of all allotment plots. The purpose of these inspections will be to assess whether sufficient progress is being made to reach and maintain the agreed cultivation and maintenance standards, are being managed in accordance with these rules.
- 8.2 Any hindrance or harassment of a Council Officer in carrying out an inspection of the plot will be met with an immediate Notice to Quit being issued.
- 8.3 Tenants who fail to meet the required standards will receive a first warning letter advising that issues must be rectified within 28 days. If the issue is not rectified within the specified time period, the Council shall issue a final warning letter to the tenant giving him/her 14 days to rectify the matter. Failure to rectify the matter to the satisfaction of the Council will result in the allotment tenancy being terminated in accordance with these rules.
- 8.4 The tenant will be notified in writing to vacate their allotment plot and return their key(s) to the Council.
- 8.5 The tenant is responsible for any remediation work or waste disposal and the costs thereof required to be undertaken by the Council.
- 8.6 Any tenant who has been issued with a previous warning in a 12 month rolling period, will immediately be issued with a final warning on the second occasion.
- 8.7 Any tenant who has been issued with two prior warnings within a 12 month rolling period will automatically have their allotment tenancy terminated on the third occasion.
- 8.8 Any warning received by the tenant will remain on record for 3 years (from the date of the warning). This system aims to prevent persistent abusers of the rules and regulations.

9. Vehicles on Allotment Sites

- 9.1 It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.
- 9.2 Plot users are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles frequently and persistently blocking paths will be issued with a warning.
- 9.3 Pedestrians have priority use of allotment tracks at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely.
- 9.4 Drivers must limit their speed to 5 mph on allotment tracks.

- 9.5 The Council reserves the right to prohibit vehicular access (both temporarily and permanently) onto sites if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways, issues caused by unauthorised access (i.e. theft or fly tipping) or for the safety of tenants.

10. Security

- 10.1 All tenants share responsibility for the security of an allotment site and shall enter and leave the allotment site only through the authorised boundary gates. Children must be supervised by an appropriate adult at all times.
- 10.2 Each of the boundary gates of an allotment shall be padlocked and tenants shall lock these at all times on entering and leaving. Each tenant shall ensure that keys are retained securely.
- 10.3 A tenant shall notify the Council of any lost / stolen keys. Replacement keys are chargeable and shall not be issued to a tenant until this charge is paid in full
- 10.4 The key to the allotment site remains the property of the Council and is issued to a tenant strictly for the purposes of access to and egress from an allotment site and is not transferable to any other person.
- 10.5 Each tenant shall be required to pay a deposit, set by the Council, for the key to the allotment site which is refundable to the tenant on the termination of the allotment tenancy and return of the key.
- 10.6 A tenant is responsible for the security of any greenhouse, shed, property etc. on his/her allotment plot.
- 10.7 Tenants shall not enter an un-let allotment plot/an allotment plot which has been let to another person or remove any item or materials from said allotment plots.
- 10.8 Crops, structures, etc. on individual allotment plots are the responsibility of the tenant, and the Council shall not be liable for any incidents that take place and/or damage occurring to said items, except in circumstances where such incidents and/or damage are as a result of the actions of their employees or authorised representatives.

11. Personal Safety

- 11.1 Tenants must pay due regard to their own personal health and safety and that of others around them including visitors and trespassers
- 11.2 The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment plot.
- 11.3 Particular care should be taken when using strimmers, rotavators and other mechanical/powered equipment. Appropriate personal protective equipment should be worn at all times and machinery operated in accordance with the manufacturer's instructions.
- 11.4 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

12. Dispute resolution

- 12.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified.
- 12.2 A dispute arising between plot holders shall be referred to the Council whose decision is final and binding on all parties.
- 12.3 A tenant shall not cause any nuisance or annoyance to the tenant of any allotment (i.e. playing loud music), or obstruct any path set out by the Council for use of the plot holders.

13. Site Hours of Use

- 13.1 Allotments should only be accessed in the hours of daylight (i.e. dawn until dusk) and only via the provided tracks, path and associated gates.
- 13.2 Those requiring access to the allotments outside of these hours (i.e. for exceptional needs) must contact the Council for permission.
- 13.3 Overnight stays are strictly forbidden.
- 13.4 The Council reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.

14. Minerals

- 14.1 Tenants shall not sell or carry away any mineral, soil, stone, gravel sand, slate, flints, clay or sub-strata or allow any other person to do so.
- 14.2 Tenants shall not bring in any material which may contaminate the plot, or be detrimental to the soil quality or fertility (such as Invasive non-native species i.e. New Zealand Flatworm)

15. Termination of Tenancy by Tenant

- 15.1 The tenant may give up the tenancy of the allotment plot by notifying the Council in writing.
- 15.2 On termination of tenancy, no refund of the annual rent will be given.
- 15.3 On notification of termination of tenancy, the tenant must come to an agreement with the Council regarding the condition which the plot must be surrendered in. The tenant must take any action necessary to meet this agreement.
- 15.4 Failure to leave the plot in the agreed condition will result in the Council undertaking the work and a charge will be made to the tenant.
- 15.5 When the tenant leaves the plot he/she must ensure that any shed or structure on the plot which has been given permission to remain has been emptied of its contents and any lock or padlock removed.

- 15.6 All keys must be returned to the Council within 14 days of the termination of tenancy, failure to do so will result in the loss of the key deposit.

16. Termination of Tenancy by the Council

- 16.1 The Council may require the tenant to vacate the allotment site by:
- re-entering the allotment site after providing a 'Notice to Quit' in accordance with the eviction procedure set out in these Rules and Regulations. This will occur if the tenant has breached any of the rules and regulations of tenancy.
 - re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for any other purpose; or if the land is required by the Council for the purpose (other than agriculture) for which the land was intended.

17. Communication

- 17.1 The tenant shall ensure that the Council are notified of any change of address or contact details as soon as reasonably practicable. The Council shall not be held responsible for any losses resulting from a failure by a tenant to provide information.
- 17.2 Any written correspondence, such as letters, notices or forms, will be deemed to have been served if; sent by post to the tenant at his/her last known address, sent by a preferred alternative method (i.e. e-mail) or left in a conspicuous place on their plot.
- 17.3 All written correspondence is for the attention of, and shall be sent to, the tenant (at the tenant's address). Communication will not be sent to any other arranged address. Tenants are responsible for their plot and all correspondence pertaining to the Rules and Regulations is for their attention only. This is for the purpose of the prevention and detection of fraud.
- 17.4 Personal information relating to your allotment will be held by the Council in accordance with Data Protection legislation. Any requests for information held by the Council in relation to the allotment will not be divulged to a third party without express written permission of the tenant.

18. Alteration of Rules and Regulations

A proposal to alter these rules and regulations may be made provided that notice of motion to that effect is given at the meeting of the Council previous to that at which the motion is discussed.

Any amendments to these rules will be displayed by the Council.