

The Scottish Borders Council

Allotment Rules and Regulations 2020

Rules and Regulations for Allotment Plots on Council Managed Land 2020

Scottish Borders 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 are made in support of this statutory function and to support those leasing allotment plots ("tenants") understand their responsibilities. Where there is a contradiction between these rules and the 2015 Act the terms of the 2015 Act including any regulations ("Regulations") shall apply. These rules will be subject to review once final guidance relating to Part 9 of the 2015 Act has been provided.

1. Allotment Plot Letting

- (a) For allotment plots on Council owned land, an allotment plot application form must be completed and submitted in writing either by email to placebookings@scotborders.gov.uk or send to Business Support Team (Allotments), Council Headquarters, Newtown St Boswells TD6 0SA or such other address as is publicised by the Council.
- (b) The Council maintains a waiting list and will 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 prescribed size of plot has been offered however, if a valid offer is refused due to personal circumstances, applicants will be moved to the end of the waiting list if the five year time limit prescribed by the 2015 Act will or has been exceeded.
- (c) Allotment tenancies will only be granted to residents, 18 years or over who reside within the Scottish Borders Council area. Individuals who live outside or move outwith the Scottish Borders area shall not be entitled to retain an allotment tenancy and the Council or the relevant association shall be entitled to require that any such tenancy be brought to an end in accordance with the termination provisions herein.
- (d) The Council reserves the right to inspect any allotment sites and records without giving prior notice to ensure that allotment plots are being managed in accordance with these rules.
- (e) All tenants are required to sign an agreement in terms of the Scottish Borders Council Allotments – Conditions of Let annexed hereto annually in advance agreeing to lease an allotment plot for that year and that they shall adhere to these rules and any that may pertain to the particular allotment site and/or any Regulations.
- (f) The tenant shall ensure that any change of address or contact details are notified as soon as reasonably practicable to the Business Support Team (Allotments) at the address specified in 1(a) above. The Council / Association shall not be held responsible for any losses resulting from a failure by a tenant to provide information.
- (g) Should an existing tenant wish to increase the size of their allotment plot they shall submit a new application form and will be added to the end of the waiting list of applicants wishing to let an allotment tenancy.
- (h) Any applicant who accepts a smaller allotment plot than requested will be removed from the waiting list. Should the tenant wish a larger plot at a later date, a new application must be submitted to join the waiting list.
- (i) Where a person (or joint applicant) who has had an allotment tenancy previously terminated by the Council or Association makes an application for an allotment tenancy it shall be considered taking into account the circumstances of the previous termination and any Regulation that may apply at that time.

- (j) A tenant shall not sub-let or share occupation of any part of their allotment plot with any other person without the prior written consent of the Council/Association.
- (k) The Council will consider the transfer of an allotment tenancy to a joint applicant 18 years or over, should the existing tenant be permanently unfit or deceased. If approved, the Council will require written proof to be submitted and a new tenancy agreement shall be signed.
- (l) If an allotment tenancy is terminated, there will be no refund due to the tenant by the Council.
- (m) 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 and second named applicants will remain on the list as a single applicant.

2. Charges

- (a) An annual management fee will be payable for allotment plots on Council managed/owned sites.
- (b) For Council managed allotment sites the annual management fee for the allotments will be due on 1 April each year. The annual management fee shall be set by the Council at its sole discretion.
- (c) The Council shall consider any management fee 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 and building or erections and make the allotment plot available for re-letting to another person
- (d) Changes to circumstances that affect your ability to pay, must be advised in writing to the Business Support Team (Allotments). The Council will review specific circumstances and offer support and guidance.
- (e) Annual management fees and any other charges that may be payable are subject to annual review and tenants will be notified of any increase in advance. To cover costs, charges will be based on a rate per square metre and what services are provided, which may vary from site to site.
- (f) When an allotment plot is allocated in a secure site, a key will be issued to the tenant.
- (g) A tenant shall notify the Business Support Team (Allotments) of any lost / stolen keys.

3. Allotment Plot Management

- (a) All tenants shall be responsible for keeping their allotment plots in a clean and tidy condition at all times of year to the standard outlined in the rules and regulations at the Council's sole discretion. Allotment sites will be regularly inspected by the Council and/or Association.
- (b) An allotment plot must be used for the sole purpose of growing vegetables, fruit and other produce and tenants may sell such produce grown (other than with a view to making a profit). At least 50% of individual allotment plots should be used for growing purposes.
- (c) 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 all 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. Seed heads should be removed before they set and pernicious weeds such as couch grass, ground elder, brambles or mares tail must be controlled.

- (d) A tenant shall be responsible for keeping the boundaries and paths adjacent to their 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 or Association shall direct the tenants as to how this is to be done.
- (e) The prior written consent of the Council or Association shall be obtained by a tenant regarding the location and size of any buildings to be erected within their allotment plot, which 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 or Association will be entitled to ask for whatever information it considers necessary in order to reach a decision as to whether such consent is to be given.
- (f) 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. Fruit bushes are permitted to be grown.
- (g) A tenant shall be responsible for ensuring that appropriate pest and disease control is carried out on the allotment plot.
- (h) A tenant must not allow their allotment plot to be used for the storage of glass, timber, refuse or any other material deemed unsuitable by the Council.
- (i) 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.
- (j) Crops, structures, etc. on individual allotment plots are the responsibility of the tenant and the Council and/or Association shall not be liable for any incidents that take place and/or damage occurring to said items save where such incidents and/or damage are as a result of the actions of their employees or authorised representatives.
- (k) Tenants are encouraged to practice good housekeeping and sustainable practices e.g. composting green waste on the allotment plot, the use of water butts for collecting water and responsible disposal of waste material.
- (l) Tenants are responsible for the removal of all waste lawfully from their allotment plot. Small scale burning using a closed vessel such as a chiminea is permitted however must be controlled and must not compromise adjacent allotment plots and/or neighbouring properties.
- (m) To increase sustainability and keep charges manageable, 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.
- (n) Where no mains water is provided, plot holders must harvest water within their allotment plot.

4. Structures and Property

- (a) No greenhouse, polytunnel, shed or storage hut shall be erected on an allotment plot or in an allotment site by a tenant without the prior written consent from the Council who will advise of a suitable location to minimise or eradicate shading to other allotment plots. Caravans are not permitted on any allotment site.
- (b) Prior to the erection of a greenhouse, shed or other building / structure, the tenant shall provide construction details to the Council or Association 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 affect on neighbouring allotment plots) and any other information considered necessary.
- (c) No consent given by the Council shall operate as planning permission, building warrant, or any other approval which the tenant may require from the Council in any of their capacities. The tenant shall be responsible for obtaining all necessary planning consents and/or building warrants in respect of the erection of a greenhouse, shed or other building/structure, if applicable.
- (d) 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.
- (e) When any structure is to be demolished the tenant shall ensure that all waste materials are removed from the allotment plot and allotment site and disposed of lawfully.
- (f) No more than 25% of an allotment plot shall be used for non growing structures such as sheds, seating, storage.
- (g) The tenant 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 tenant of their obligations under the Allotment Agreement or from any act, omission or negligence of the tenant or any person acting expressly or implied with the authority of the tenant in relation to the Plot or so arising from the presence of any of the tenant's property and from the expenses of proceedings arising therefrom.
- (h) The tenant shall insure any greenhouse, shed or other building/structure erected upon their allotment plot against the risk of loss or damage by fire and shall provide a copy of the current Certificate of Insurance to the Council, if asked to do so. The tenant shall be responsible for insuring the contents of the greenhouse, shed or other building/structure, if desired.
- (i) The Scottish Borders Council and its employees cannot accept responsibility for any claims, loss or damage which may arise from using this facility, except so far as provided by statute.
- (j) Tenants 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 any costs incurred by the Council.

5. Animals/Livestock

- (a) Dogs are allowed on allotment sites. The tenant shall be responsible for keeping or, if not the owner, ensuring that the dogs are kept under control at all times and that they are kept on a lead.
- (b) 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.

- (c) Tenants shall not kennel animals/poultry overnight nor permit the same on any part of an allotment site.
- (d) No animals/livestock shall be permitted on an allotment site without the prior written consent of the Council whose decision shall be final.

6. Security and Maintenance

- (a) All tenants share responsibility for the security of an allotment site at all times 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.
- (b) Each of the boundary gates of an allotment shall be padlocked and tenants shall lock these at all times on entering and leaving. Where applicable, each tenant shall ensure that keys are retained securely.
- (c) The key to the allotment site remains the property of the Council and/or Association 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.
- (d) A tenant is responsible for the security of any greenhouse, shed, property etc., on their allotment plot.
- (e) Each tenant shall not enter an un-let allotment plot or one let to another person or remove any item or materials from said allotment plots.
- (f) Issues relating to general site maintenance on Council managed allotments must be reported to the Business Support Team (Allotments) or via the Association where appropriate.

7. Monitoring

- (a) The Business Support Team (Allotments) and/or where appropriate, members of the Association 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, as well as noting any non-conformance of rules and regulations.
- (b) Tenants who fail to meet the required standards will receive a first warning letter advising that issues must be rectified within 14 days. If the issue is not rectified within the specified deadline, or no response is received the Council or Association shall issue a formal notice advising that the tenancy will be terminated within 40 days from the letter date. If there is still no response a final notice will be issued confirming that the tenancy has been terminated.
- (c) The tenant will be notified in writing to vacate their allotment plot and where applicable return their key(s) to the Business Support Team (Allotments).
- (d) The tenant is responsible for any remediation work or waste disposal and the costs thereof required to be undertaken by the Council and/or Association.
- (e) 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.
- (f) 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.

- (g) Issues relating to a tenant's gross misconduct such as theft or inappropriate behaviour will be referred to the Business Support Team (Allotments). In such circumstances the Council reserves the right to terminate the allotment tenancy immediately.
- (h) In the event of any dispute regarding the interpretation of these rules, the matter shall be referred to the Business Support Team (Allotments). The Council shall have regard to the 2015 Act and any Regulations in arriving at its decision.

8. Miscellaneous

- (a) The foregoing allotment rules and regulations supersede any other rules and regulations previously made in respect of allotment plots on Council owned land within the Scottish Borders area.
- (b) The Scottish Borders Council reserves the right to amend the Rules and Regulations in accordance with the requirements of the Community Empowerment (Scotland) Act 2015.

Notes to Allotment Plot Holders

These rules are made to help ensure that every tenant gets the best results and enjoyment from their allotment plot. It is in the tenant's interests to ensure that these are adhered to.

For information and assistance, tenants are encouraged to join the onsite allotment association where one is provided and seek advice/guidance from other professional gardening bodies where appropriate. Additionally, the Council's Business Support Team (Allotments) and/or the relevant management committee will be pleased to help with any queries you may have.

Holidays and Illness

In the event of longer term holidays or illness, please notify the Business Support Team (Allotments) or management committee 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. However, we are obliged to ensure that plots are being managed appropriately for the sake of neighbouring tenants 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. 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.

Contact Details

All correspondence should be addressed to PLACE, Business Support, Council Headquarters, Newtown St. Boswells, Melrose, TD6 0SA. Telephone 0300 100 1800 or email placebookings@scotborders.gov.uk.

If you need this information in another language or format, please contact us to discuss how we can best meet your needs. Telephone 0300 100 1800 or email placebookings@scotborders.gov.uk