

# Highland Council Allotment Rules and Regulations



## Commencement and definition of regulations

These allotment regulations (the Regulations”) were adopted by resolution of the Highland Council dated 6<sup>th</sup> March 2024. The regulations are made in accordance with the Councils powers under Part 9 of the Community Empowerment (Scotland) Act 2015 (the “2015 Act”).

The Council discharges the duty to manage allotments sites to Allotment Associations, such Associations entering into leasing arrangements with the Council to operate allotments on Council owned land in terms of s.107 of the 2015 Act.

The Regulations shall come into force on the 1<sup>st</sup> June 2024 under section 116 of the 2015 Act (the “Commencement date”).

## Effect of the regulations

The Rules and Regulations apply to allotments sites that are on land owned or leased by the Highland Council. Allotment sites and plots on land out with Council control will not be impacted by these Regulations.

Failure by Allotment Associations or plot holders to comply with the terms of these Rules and Regulations shall be a breach of the Regulations and may result in the plot holders being subject to termination of their tenancy agreement for the allotment plot or the Allotment Association being subject to termination of the lease of the allotment site in accordance with section 126 of the 2015 Act.

These rules shall not be amended or changed by the Allotments Associations without prior agreement from the Highland Council.

### 1. Allocation of allotments

- A request to lease an allotment plot on an allotment site must be made by submitting an application to the Allotment Association who manages the specific site at which the member of the public would like to lease a plot. The request must be made in the form to be prescribed by the Allotment Association
- Applications must include the applicants (name, address (inc postal and email), dob, preferred Allotment Site(s), preferred size of Allotment plot and any relevant circumstances (if applicable, including request for accessible

plots or alterations due to disability) that the applicant wishes the Association to be aware of should be communicated as part of the application process.

- Joint applications for plots are permitted. It is for each Allotment Association to decide how a joint tenancy impacts membership of the Association and decision making.
- Members of the public are free to make applications to and become members of more than one Allotment Association as they see fit for their needs.
- An applicant must be resident in the Highland Council area to be eligible to apply for an allotment plot. Allotment Associations may choose to restrict their membership to a specific geographical area of Highland.
- All eligible persons who apply for an allotment plot shall be placed on the waiting list for the allotment site requested.
- The Allotment Association shall maintain a waiting list and will offer an available allotment plot to the first applicant on the waiting list for the relevant allotment plot having regard to what has been requested.
- Waiting lists shall remain open to new applicants whatever the length of the waiting list.
- Waiting list information will be reported to the Council on an annual basis and on request when required.
- Plot holders may make a request in writing to the Association to move to a different allotment plot. Granting this will be at the discretion of the Association who shall take consideration of the length of the relevant waiting list in this decision.
- Any plot holders who wish to move to another allotment site managed by a different Allotment Association must make an application to the relevant Allotment Association and join the waiting list at that site as a new applicant.
- All tenancies will be renewed annually by the Allotment Association on a date determined by the Association, confirmed in writing by the Association to plot holders.
- Any tenant not wishing to renew must give one month's prior notice in writing.
- A tenant has the right to keep the same plot for the following year of tenancy, subject to the rules and regulations of the allotments.
- If two existing tenants wish to exchange their plots, this will be permitted.
- The Allotment Association must comply with the requirements of the Data Protection Laws to ensure that the plot holders' personal information is held securely and only lawfully disclosed.

## **2. Tenancy agreements**

- Tenancy agreements will be offered following the procedures reasonably determined by the Allotment Association.
- Tenancy agreements shall cease under the following conditions:
  - Following the death of the plot holder, with the exception of joint tenancies where the remaining plot holder will have sole tenancy.



- By the plot holder giving the Association one month's notice in writing signed by the plot holder or otherwise by agreement with the Association.
- By the Association giving the plot holder written notice of non-renewal of tenancy.
- By the Association at any time, giving one months' notice in writing to the plot holder:-
  - if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not,
  - or if it appears to the Association that there has been a breach of the conditions of these rules and regulations by the plot holder.

### **3. Rent**

- The Allotment Associations shall set the rent for their sites and review the levels of rent annually.
- The rent shall be paid in line with the procedures reasonably determined by the Allotment Association.
- When determining the level of rent the Associations shall take account of but not restricted to:
  - the size of the allotment plot, the services provided by, or on behalf of, the Association or the Council to the plot holders of the allotment sites,
  - site improvements and upgrades by the Council or Association including but not limited to site improvements, general repairs and maintenance, utility charges, grounds maintenance works etc, expenses and costs incurred in maintaining and managing the allotment site and these services,
  - any other relevant factors.
- Where a plot holder fails to pay the rent within the period prescribed by the Allotment Association in their Allotment Site Rules the Allotment Association may recover the subscription fee from the plot holder in the same manner as any other case of Landlord and Tenant, and the Allotment Association shall seek to recover the rent on a pro rata basis for the period of time that the plot holder has occupied the allotment plot.
- In addition, the Allotment Association shall be entitled to recover any fees (including administrative and or legal) reasonable incurred in respect of any failure or delay in payment. Any changes to circumstances affecting the plot holders ability to pay rent should be advised in writing to the Allotment Association.

### **4. Cultivation of allotments**

- An allotment plot shall be used wholly or mainly for the cultivation of vegetables, herbs, flowers or fruit.
- Plot holders shall be responsible for ensuring that appropriate pest and disease control is carried out on their allotment plot.



- The use of peat-free composts only.
- Plot holders are encouraged to follow organic gardening methods.
- Genetically modified organisms (GMOs) must not be grown on allotments.
- Allotment Associations and plot holders are encouraged to improve biodiversity within their allotments.
- Rainwater collection is encouraged, and the responsible storage of water is required with consideration to the safety of all allotment site users.

## **5. Maintenance of allotments**

- Each plot will be clearly defined and visibly marked with a plot name or number.
- Allotment plots, and any structures thereon, must be kept in good condition; weeds/vegetation and detritus kept under reasonable control, buildings or structures in a good state of repair, and otherwise maintain a good state of cultivation and fertility.
- Regard must be made to any impact that a lack of maintenance of the allotment plot could have on neighbouring allotment plots.
- No rubbish, refuse or decaying matter (except for such manure, seaweed or compost which may be required for cultivation) shall be deposited on the plot by the plot holder or by anyone else with the plot holder's permission.
- All waste material is the responsibility of the plot holder and should be composted where possible.
- All other non-compostable waste must be removed and disposed of at a licensed recycling facility or through the plot holder's own waste collection.
- Allotment plots must be left in an acceptable condition for the next plot holder. If costs are incurred in bringing an allotment plot up to an acceptable condition, the Allotment Association may decide to recover these costs from the previous plot holder.

## **6. Maintenance of allotment sites**

- Plot holders shall be responsible for keeping boundaries, paths and thoroughfares adjacent to their allotment plot in a clean and tidy condition and free from obstructions. Where a path is adjacent to two or more allotment plots the respective plot holders shall share responsibility.
- Plot holders shall not block or obstruct the access to the allotment site, nor any of the access paths and roads within the allotment site.
- All plot holders are expected to help with the maintenance of common areas, facilities, and equipment at the request of the Allotment Association.
- Plot holders are encouraged to adopt organic and natural pest and weed control techniques and avoid the use of pesticide and herbicides.
- Allotments Associations may choose to allow limited use of pesticide or herbicide for specific invasive weed control. If Associations choose to use pesticides or herbicides, then they should use products which avoid impacts to health and wildlife. Associations must adhere to the manufacturer's product



label if using pesticides or herbicides. Spraying equipment and products must be stored in an enclosed locked unit and must not be left unattended when not in the locked unit.

## **7. Buildings or other structures**

- Fences and gates between neighbouring allotment plots must not exceed 4ft high (1.22m)
- No buildings, walls or structures may be put up on the plot except for a shed, greenhouse and/or polytunnel.
- Covered areas should cast no extensive areas of shadow on neighbouring plots.
- Sheds, greenhouses and polytunnels erected must be in line with any relevant planning conditions. The sizing and placement will be at the discretion of the Allotment Association, taking in to account the impact for plot holders adjacent and neighbours out with the allotment site.
- The erection of any building or structure must be in accordance with planning legislation and any materials used must be of suitable durability and be consistent with the traditional aesthetic of the other structures on the allotment site.
- All structures must be maintained in a good and safe condition. In the event that a structure is not deemed to be in a good and safe condition the plot holder may be asked to remove the structure.
- Barbed wire and razor wire are not permitted on an allotment plot or allotment site.
- Play structures such as trampolines are not permitted within the allotment site.
- The use of asbestos sheeting or any asbestos based material is prohibited. The discovery of such material must be reported to the Allotment Association.
- Water taps are for the use of all plot holders equally.
- Allotment site water supplies must only be used for the upkeep of the allotment plot and site. The plot holder should use water responsibly, and where possible, take measures to conserve water.

## **8. Landlord inspections**

- The Association or agent of the Association shall be entitled at any time to enter and inspect the allotment plot. These inspections will be carried out on a regular basis. Failure to keep the plot in reasonable condition may lead to the Association issuing the plot holder with a notice to quit.

## **9. Access by persons (other than allotment tenants) and domestic animals**

- Plot holders shall be responsible for ensuring that any visitor whom they allow to visit the allotment site complies with these Regulations. Failure of visitors to comply may result in the plot holder being in breach of these Regulations.



- Dogs may be brought on to the allotment site but must be kept on a leash at all times whilst on site. Dogs must not be allowed to enter plots without the permission of the relevant plot holder. Any dog fouling must be promptly removed from the site. Dogs that cause disturbance to other plot holders must be removed from site.
- Plot holders must ensure that the gates designated by the Allotment Association are kept shut.

## **10. Liability for loss of or damage to property**

- The plot holder shall be held responsible for the costs to replace or repair any loss or damage that they have caused to Council or Allotment Association property within the allotment site.
- The plot holder shall be responsible for the safekeeping of any objects or materials (including tools, machinery, equipment, goods, plants, fertilisers and compost) which the plot holder keeps or brings on to the allotment site. The Council or the Association shall not be liable for the loss of, theft or damage to any such objects or materials, howsoever caused.
- All plot holders are responsible for their own health and safety and should ensure all measures are taken to have a safe environment on the allotment site.

## **11. Acceptable use of allotments and allotment sites**

- Nuisance: Within the allotment site, the plot holder shall behave in an appropriate manner and shall be considerate at all times to other plot holders and neighbourhood residents. Plot holders must not do anything or cause anything to be done which is or may become a nuisance or annoyance or cause a disturbance to any other plot holders or neighbourhood residents.
- Material: A plot holder must not allow their allotment plot to be used for the storage of glass, timber, refuse or any other material deemed unsuitable. Any material deemed unsuitable shall be removed immediately at the request of the Allotment Association.
- Trees: No trees other than fruit trees or hedgerow trees shall be cultivated or allowed to grow on the allotment plot. Fruit trees must be maintained within the allotment plot and shall not grow into or cause shade to be cast on neighbouring allotment plots.
- Plot holders must not operate business enterprises from an allotment or the allotment site. This includes the use of the allotment to accommodate/store materials, plant or machinery in relation to any venture other than the allotment.
- If a plot holder behaves in a manner which causes fear, alarm or severe disruption to any person, the plot holder's tenancy agreement may be terminated and access to the allotment site may be suspended.
- Plot holders should not without written consent of the Allotment Association take, sell or carry away any mineral, turf, soil, sand, gravel or clay.





- No flags, flag poles, signage or advertising banners shall be erected on plots or allotment sites.
- Under no circumstances should any person sleep overnight on their allotment plot or in any building on their allotment plot.
- Air weapons shall not be permitted on allotment sites.

## **12. Sale of surplus produce**

- Plot holders may sell produce that has been grown or harvested by them on the allotment plot. Produce shall not be sold or advertised for sale within the allotment site. Any proceeds or income generated from the sale of such produce must be used for social enterprise or community advancement and not for the purposes of making a profit, trade or business.

## **13. Prohibition against assignment or subletting**

- The plot holder of an allotment must not sublet or assign the whole or part of an allotment to any person.

## **14. Yielding up**

- The plot holder shall yield up an allotment plot at the end of the tenancy in a reasonably clean and tidy condition, fit for the next plot user, or will be liable to a charge from the Association to bring it back to an acceptable standard. Any property left on site after a plot is vacated shall be deemed the property of the Association.
- A plot holder of an allotment may remove from the allotment any items or property as listed below before the expiry or termination of the tenancy agreement. The items are—
  - a. any buildings (or other structures) erected by or on behalf of the plot holder,
  - b. any buildings (or other structures) acquired by the plot holder,
  - c. any produce, trees or bushes—
    - i. planted by or on behalf of the plot holder, or
    - ii. acquired by the plot holder.

## **15. Disputes**

- Any case of dispute between the plot holders and any other occupier of an allotment plot in the allotment site shall be referred to the Association, who shall handle disputes according to the Association's policies and procedures.
- The Allotment Association has the right to suspend or ban any activities or behaviour if the allotment association has received reasonable and justifiable complaints regarding the activity or behaviour.



## **16. Parking**

- Plot holders shall park vehicles in the designated car parking area and shall only take vehicular access to the site from designated entry points and by arrangement when stipulated by the Allotment Association.

## **17. Covered areas**

- The covered area of a plot will be a maximum of 30%. Sheds, polytunnels, greenhouses and chicken houses are all classed as covered areas. Cloches, fruit cages, netting, chicken runs, are not.

## **The keeping of animals and livestock (including poultry)**

### **18. Bees**

- Plot holders shall not keep bees on the allotment plot.

### **19. Livestock**

- Plot holders shall not keep livestock (including poultry and other birds) on the allotment plot.

### **20. Burning and bonfires**

- No bonfires or burning of waste shall take place on the allotment site.





## Definitions:

### **allotment association,**

Shall mean any allotment association, society or group leasing the relevant Allotment Site from the Council

### **allotment plot,**

shall mean any single area of land designed as an allotment plot by the Allotment Association within an Allotment Site

### **allotment site,**

shall mean any area of land owned or leased by the Council and leased to the Allotment Association and consisting wholly or partly of allotments and including other land that may be used by Allotment Associations as part of their operational activities

### **allotment site rules,**

means site specific rules governing a particular allotment site, which rules have been previously approved by the Council, and communicated to plot holders as part of tenancy agreements

### **applicant,**

Means a person or person(s) or third party organization who have completed a request for an allotment plot in the form prescribed by the Allotment Association

### **data protection laws,**

shall mean any law, statute, code of practice, regulation, judgement or directive which relates to the protection of individuals with regards to the processing of personal data under the Data Protection Act 2018 and any statutory modification thereof

### **joint tenancy,**

Shall mean two or more individuals jointly responsible for the Allotment plot

### **tenancy agreement,**

means a tenancy agreement between the Allotment Association and a Plot Holder for an identified Allotment Plot

### **plot holder,**

shall mean the person, persons or group to whom the Allotment Plot has been leased in terms of the Allotment tenancy;



**termination of tenancy,**

shall mean the date upon which the tenancy is terminated and the Tenant is required to remove all their possessions from the Allotment Plot and Allotment Site

**waiting list,**

Shall mean the list of applicants created and maintained by the Allotment Association in respect of each allotment site

