

Rules and Regulations for Allotment plots on Council-Managed Land 2019

Midlothian 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 and were approved by the Midlothian Council in 2020. Where there is a contradiction between these rules and the 2015 Act, the terms of the 2015 Act including any regulations (“Regulations”) shall apply.

1 Allotment plot letting

- (a) For allotment plots on Council owned land, a request must be made in writing providing name, home address, personal telephone number and email address to business.services.support@midlothian.gov.uk or in writing to Business Services Support, Place Directorate, Midlothian Council, Midlothian House, 40-46 Buccleuch St, Dalkeith EH22 1DN or such other address as is publicised by the Council. Joint applications will not be accepted since the tenancy agreement will be in one person’s name only. Any changes to these details and Business Support must be advised. Failure to provide up to date contact details could result in being removed from the Waiting List.
- (b) Tenants with particular needs, including those arising from disabilities, should advise the Business Support officer accordingly in order that the Landscape and Countryside Service can consider reasonable adjustments to have physical access to their allotment as necessary.
- (c) The Council will maintain the 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 Community Empowerment (Scotland) Act 2015 will be or has been exceeded.
- (d) Allotment tenancies will be prioritised to residents, 18 years or over, who reside within the Midlothian Council area. Individuals who live outside or move outwith Midlothian Council shall be entitled to an allotment tenancy subject to the waiting list not being over the 5 year limit. While sharing of an allotment is acceptable the tenancy cannot be in joint names. Only one person can sign the tenancy and is responsible for adhering to these rules.
- (e) 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.
- (f) All tenants are required to sign an agreement in terms of the Allotment Tenancy Agreement annexed hereto, in advance agreeing to lease an allotment plot for that year and the following years and that they shall adhere to these rules and any that may pertain to the particular allotment site and/or any Regulations.

- (g) The tenant shall ensure that any change of address or contact details are notified as soon as reasonably practicable to the Business Support Officer 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.
- (h) 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 end of the waiting list of applicants wishing to let an allotment tenancy.
- (i) Any applicant who accepts a smaller allotment plot than 250m² will be removed from the Waiting List. Should the tenant wish a larger plot at a later date, a new request must be submitted to join the waiting list.
- (j) Where a person 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.
- (k) A tenant shall not sub-let or share occupation of any part of his/her allotment plot with any other person.
- (l) If an allotment tenancy is terminated, there will be no refund made.

2 Charges

- (a) For Council managed allotment sites the annual subscription of the allotments will be due by 31 December each year. The annual subscription shall be set by the Council at its sole discretion.
- (b) 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 and building or erections and make the allotment plot available for re-letting to another person
- (c) Changes to circumstances that affect your ability to pay, must be advised in writing to the Business Support Officer. The Council will review specific circumstances and offer support and guidance.
- (d) 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. To cover costs, charges are based on covering reasonable costs including administration, repairs, inspections, skips, deliveries and removals. Future major maintenance works and/or capital expenditure as well as tests to the market must also be covered.
- (e) When an allotment plot is allocated within a secure site, the combination padlock number will be issued to the tenant upon payment of a refundable deposit.
- (f) A concession in the rental for a plot is available to people who are unemployed.

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 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 75% 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 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.
- (d) 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 or Association shall direct the tenants as to how this is to be done. The prior written consent of the Council and/or Association shall be obtained by a tenant regarding the location and size of any buildings to be erected within his/her 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. It is recommended that sheds do not exceed 2.5m (length) x 2.0m (high) x 2.0m (wide). 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 his/her 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) 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 termination of a tenant's allotment tenancy.
- (m) Small scale burning using a closed vessel such as a chimnea is permitted however must be controlled and must not compromise adjacent allotment plots.
- (n) 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.
- (o) Where no mains water is provided, plot holders must harvest water within their allotment plot.
- (p) Tenants may sell (other than with a view to making a profit) surplus produce.

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 effect on neighbouring allotment plots) and any other information considered necessary. It is recommended that sheds do not exceed 2.5m (length) x 2.0m (high) x 2.0m (wide).
- (c) 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.
- (d) 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.
- (e) No more than 10% of an allotment plot shall be used for non-growing structures including sheds, seating, glasshouses, storage without prior permission from the Council.

- (f) The plotholder 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 plotholder of his obligations under the Allotment Agreement or from any act, omission or negligence of the plotholder or any person acting expressly or implied with the authority of the plotholder in relation to the Plot or so arising from the presence of any of the plotholder's property and from the expenses of proceedings arising therefrom.
- (g) Midlothian 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.
- (h) Plotholders 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 cost of any costs incurred by the Council.

5 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 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 livestock, including bees, shall be permitted on an allotment site without the 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.
- (c) A tenant is responsible for the security of any greenhouse, shed, property etc. on his/her allotment plot.
- (d) 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.
- (e) Issues relating to general site maintenance on Council managed allotments must be reported to Landscape and Countryside Services landscape&countrysideenquiries@midlothian.gov.uk or via the Association where appropriate.

Monitoring, Plot Improvement and Termination

- (a) The council's allotment officer and/or administration 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 during the first three months of the lease commencing shall be given a warning letter and if the plot is not rectified to the satisfaction of the council within four weeks will result in the allotment tenancy being terminated in accordance with these rules.
- (c) Tenants with leases of plots that commenced more than three months previously and who fail to meet the required standards will receive a first warning letter advising that issues must be rectified within one month. Failure to rectify the matter within the one month period to the satisfaction of the Council will result in the allotment tenancy being terminated in accordance with these rules.
- (d) The tenant will be notified in writing to vacate their allotment plot within four weeks.
- (e) Tenants wishing to appeal against a termination should be submitted to the allotments administration within 7 days of the date on the termination letter giving reasons for the failure. Also required will be support for the contents of the appeal by at least 3 other allotment holders. A decision on the appeal will be made by the council within 21 days of submitting the appeal.
- (f) The tenant shall remove any buildings, structures and produce belonging to the tenant within four weeks of the date on the termination letter.
- (g) 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.
- (h) Any tenant who has been issued with two prior warnings within a 12 month rolling period and/ or in two out of the last three years will automatically have their allotment tenancy terminated on the third occasion.
- (i) Issues relating to a Tenant's gross misconduct such as theft or inappropriate behaviour will be referred to the Business Support Officer. In such circumstances the Council reserves the right to terminate the allotment tenancy.
- (j) In the event of any dispute regarding the interpretation of these rules, the matter shall be referred to the Land Resources Manager within the Land and Countryside Service. The Council shall have regard to the 2015 Act and any Regulations in arriving at its decision.

Notes to allotment plot holders

These rules are made to help ensure that every tenant gets the best results and enjoyment from his/her 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 Officer within Community & Enterprise Resources 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 Officer 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 ploholders 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.