

**MORAY COUNCIL**  
**ALLOTMENT REGULATIONS**

**1 COMMENCEMENT**

- 1.1 These allotment regulations (the “**Regulations**”) adopted by resolution of Moray Council (the “**Council**”) dated \_\_\_\_\_ relate to all Allotment Sites owned and/or managed by the Council or otherwise by an Allotment Association. The Regulations are made in accordance with the Council’s powers under Part 9 of the Community Empowerment (Scotland) Act 2015 (the “**2015 Act**”).
- 1.2 The Council discharges the duty to manage Allotment Sites through a system of delegation, through which independently managed Allotment Associations enter into leasing arrangements with the Council to operate allotments on Council owned land in terms of section 107 of the 2015 Act. These Regulations are made with the support of this statutory function and to support Tenants in understanding their responsibilities and relationship with their respective Allotment Association.
- 1.3 The Regulations shall come into force on the day after the date of execution under section 116 of the 2015 Act (the “**Commencement Date**”).

**2 INTERPRETATION**

- 2.1 In the Regulations, any reference to:
- (i) “**Allotment Association**” shall mean any allotment association, society or group leasing the relevant Allotment Site from the Council;
  - (ii) “**Allotment Plot**” shall mean any single area of land designated as an allotment plot by the Allotment Association within an Allotment Site;
  - (iii) “**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 Tenants in connection with the use of their Allotment Plots;
  - (iv) “**Allotment Site Rules**” means site specific rules published by the Allotment Association from time to time governing a particular Allotment Site, which rules will previously have been approved by the Council (including any amendments to rules previously approved);
  - (v) “**Allotment Tenancy**” means a tenancy agreement between the Allotment Association and a Tenant for an identified Allotment Plot;

- (vi) **"Applicant"** shall mean the person, persons or Third Party Organisation who have completed a request for an Allotment Plot in the form prescribed by the Allotment Association;
- (vii) **"Data Protection Laws"** shall mean any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- (viii) **"Eligible Person"** shall mean a resident aged 16 years or over, who is solely or mainly resident at premises the postal address of which is in the Council area or any Third Party Organisation;
- (ix) **"Joint Tenancy"** shall mean two or more individuals jointly responsible for an Allotment Plot;
- (x) **"Relevant Circumstances"** shall mean any illness, bereavement, injury or disability, or other extenuating circumstances;
- (i) **"Relevant Period"** shall mean 21 days;
- (ii) **"Residence"** shall mean any residential property which is the sole or main residence of an Eligible Person;
- (xi) **"Tenant"** shall mean an Eligible Person, to whom an Allotment Plot has been leased in terms of the Allotment Tenancy;
- (xii) **"Termination Date"** shall mean the date upon which the Allotment Tenancy is terminated, and the Tenant is required to remove all their possessions from the Allotment Plot and the Allotment Site;
- (xiii) **"Third Party Organisation"** means an organisation appropriately constituted with its registered address, or where there is no registered address its principal business address, in the Council area and which supports group allotment gardening;
- (xiv) **"Waiting List"** shall mean the list established and maintained by the Allotment Association in respect of each Allotment Site of Applicants; and
- (xv) **"Micro Allotment Plot"** shall mean a very small temporary allotment plot that may be used to enable persons on the Waiting List to test their interest and ability to manage an allotment plot.

2.2 References to "consent of the Allotment Association" or words to similar effect mean a consent in writing signed by or on behalf of the Allotment Association and "approved" and "authorised" or words

to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Allotment Association.

- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.4 Headings are for convenience, do not form part of these Regulations and shall not be used in their interpretation.
- 2.5 Any references to a specific statute include any statutory extension, amendment, modification or re-enactment of such statute and any subordinate legislation made thereunder and any general reference to “statute” or “statutes” includes any subordinate legislation made thereunder.
- 2.6 Where there is a contradiction between these Regulations and the 2015 Act the terms of the 2015 Act shall apply.
- 2.7 Where there is a contradiction between these Regulations and the Allotment Site Rules, these Regulations shall have priority.
- 2.8 Allotment Site Rules and any subsequent amendments will be subject to prior written approval by the Council.

### **3 EFFECT OF REGULATIONS**

- 3.1 Failure by the Tenant to comply with the terms of these Regulations shall be a breach of the Regulations and may result in the Tenant being subject to termination of the Allotment Tenancy for the Allotment Plot in accordance with section 126 of the 2015 Act.

### **4 ALLOCATION OF ALLOTMENT PLOTS**

- 4.1 A request for an Allotment Tenancy must be made by submitting an application to the Allotment Association in the form to be prescribed by the Allotment Association in their Allotment Site Rules.
- 4.2 Applications must include the applicant's:
- 4.2.1 name;
  - 4.2.2 address;

- 4.2.3 date of birth;
- 4.2.4 preferred Allotment Site(s);
- 4.2.5 preferred size of Allotment Plot;

and may include the applicant's:

- 4.2.6 email address (if applicable); and
- 4.2.7 Relevant Circumstances (if applicable) that the applicant wishes the Allotment Association to be aware of.

- 4.3 The Allotment Association must comply with the requirements of the Data Protection Laws to ensure that the Tenants' personal information is held securely and only lawfully disclosed.
- 4.4 All Eligible Persons who apply for an Allotment Plot shall be placed on the Waiting List(s) for the Allotment Site(s) requested.
- 4.5 The Allotment Association shall maintain a Waiting List for each Allotment Site 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 and the provisions of the 2015 Act.
- 4.6 The Allotment Association shall report to the Council annually confirming the following:-
  - 4.6.1 The proportion of land on each Allotment Site that is not subject to an Allotment Tenancy;
  - 4.6.2 The annual subscription fee payable for each Allotment Plot on each Allotment Site;
  - 4.6.3 How the annual subscription fee was decided by the Allotment Association;
  - 4.6.4 The number of Applicants on the Waiting List on a per Allotment Site basis;
  - 4.6.5 The number of Applicants who have been on the Waiting List for a continuous period of more than 5 years on a per Allotment Site basis;
  - 4.6.6 Number of Allotment Plots on a particular Allotment Site that are accessible by a disabled person;
  - 4.6.7 Number of Applicants applying for adapted Allotment Plots or for adjustment to existing plots;

4.6.8 Any such other information as may be prescribed by the Council.

The Council reserves the right to inspect any Allotment Sites and Allotment Association records without giving prior notice to ensure that the Allotment Sites and Allotment Plots thereon are being managed in accordance with these Regulations.

- 4.7 If the Allotment Association offers an Applicant an Allotment Plot which is not of the size specified by the Applicant, the Applicant will remain on the Waiting List, unless the Applicant accepts the offer, in which case the request will be treated as agreed and the Applicant will be removed from the Waiting List. Where the Allotment Association makes an offer of an Allotment Plot of the size requested and such offer is unreasonably refused the applicants may be removed from the Waiting List.
- 4.8 Tenants may make a request in writing to Allotment Association to move to a different Allotment Site. In considering whether to allow a move to a different Allotment Site the Tenant's application date must be prior to the application date of any Waiting List customers for the Allotment Site requested. In considering whether to allow a move to a different Allotment Site the Council or Allotment Association shall have regard to the length of relevant Waiting List and to the cultivation and maintenance of the Tenant's current Allotment Plot and any Relevant Circumstances of the Tenant.
- 4.9 Tenants may make a request in writing to the Allotment Association to move to a different Allotment Plot. In considering whether to allow a move to a different Allotment Plot the Allotment Association shall have regard to the length of relevant Waiting List and to the cultivation and maintenance of the Tenant's current Allotment Plot and any Relevant Circumstances of the Tenant.
- 4.10 Micro Allotment Plots may not be an option available for an Applicant to select as their preferred size of Allotment Plot. The Allotment Association may offer an available Micro Allotment Plot to an Applicant on a temporary basis. An Applicant who accepts a Micro Allotment Plot will maintain their position on the Waiting List and be offered an Allotment Plot of the size they requested in their application, when it becomes available. Applicants who accept a Micro Allotment Plot are required to comply with all Regulations and sign an Allotment Tenancy on terms provided by the Allotment Association.
- 4.11 Where a new Allotment Site is established, the Allotment Plots within that Allotment Site ("New Allotment Plots") shall be allocated on the following basis:
- 4.11.1 Where reasonably practicable, 50% of the New Allotment Plots shall be offered to Eligible Persons, who are solely or mainly resident in the area within one-kilometre radius of the entrance to the new Allotment Site and who apply for a New Allotment Plot.
- 4.11.2 The remaining unallocated New Allotment Plots shall be offered to Eligible Persons on the Waiting List for existing Allotment Sites. Individuals on Waiting Lists for existing Allotment Sites who are solely or mainly resident in the area within two-kilometre radius of the entrance to the new Allotment Site will be given priority.

- 4.12 The Allotment Association will continually review demand for Allotment Plots and may change the size of Allotment Plots; or split vacant Allotment Plots into smaller Allotment Plots or change the status of a Micro Allotment Plot to an Allotment Plot. The Allotment Association may decide to reserve the above e.g. to create larger Allotment Plots. The Allotment Association may require to change the size of Allotment Plots due to other circumstances.
- 4.13 All Tenants are required to sign an Allotment Tenancy on terms provided by the Allotment Association at the start of their tenancy. The Tenant may not exchange Allotment Plots with any other Tenant, transfer their Allotment Tenancy of an Allotment Plot to any other person, or sub-let their Allotment Plot without the prior consent of the Allotment Association.
- 4.14 Where a Tenant is no longer an Eligible Person, the Allotment Association will terminate the Allotment Tenancy.
- 4.15 The Allotment Association shall allocate a maximum of one Allotment Plot per Residence unless their property is registered as a House of Multiple Occupancy.
- 4.16 Regulation 4.14 shall not affect Tenants who were allocated more than one Allotment Plot prior to the Commencement Date.
- 4.17 Should an Allotment Site or Allotment Plot be removed from service all displaced Tenants will be placed at the top of the Waiting List for either the Allotment Site in which the relevant Tenants' original Allotment Plots were located, or an alternative Allotment Site as determined by the Allotment Association.

## **5 ALLOTMENT PLOT RENT**

- 5.1 The annual subscription fee under the Allotment Tenancy shall be paid annually, by a Tenant to the Allotment Association on the date specified by the Allotment Association. The annual subscription fee shall be determined by the Allotment Association at its annual general meeting or by its management committee, notified to the members and publicised through appropriate media and reported to the Council.
- 5.2 When determining the level of the annual subscription fee the Allotment Association shall take account of:
- 5.2.1 the services provided by, or on behalf of, the Allotment Association to the Tenants of the Allotment Sites, including but not limited to site improvements, general repairs and maintenance, utility charges, grounds maintenance works;
  - 5.2.2 the costs of providing those services;

5.2.3 any concession applicable to the Tenant, as stated on the Council website from time to time; and

5.2.4 the size of the Allotment Plot in terms of an Allotment Tenancy to a Tenant.

5.3 Changes to circumstances, including any Relevant Circumstances, affecting a Tenant's ability to pay rent should be advised in writing by the Tenant to the Allotment Association.

5.4 Concessions on the level of annual subscription fee payable shall only apply where all Tenants of an Allotment Tenancy are eligible for a concession.

5.5 Where a Tenant fails to pay the annual subscription fee within the period prescribed by the Allotment Association in their Allotment Site Rules (which for the avoidance of doubt shall not be less than 30 days after the later of the annual subscription falling due and/or the invoice date, if applicable) the Allotment Association may recover the subscription fee from the Tenant 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 Tenant has occupied the Allotment Plot. In addition, the Allotment Association shall be entitled to recover as a debt any administrative costs reasonably incurred by it in respect of any delay in payment;

## **6 BOUNDARIES AND POSSESSION OF ALLOTMENT PLOTS**

6.1 The Tenant may not exchange Allotment Plots with any other Tenant, transfer their Allotment Tenancy to a third party, or sub-let their Allotment Plot without the prior consent of the Allotment Association.

6.2 If there is any dispute between Tenants as to the boundaries of their Allotment Plots, the Allotment Association shall adjudicate and settle the dispute at its own discretion.

6.3 Where there is a dispute between Tenants as to the allocation of land per Allotment Plot, the Allotment Association shall consult with the affected Tenants to determine whether changes to Allotment Plot boundaries are required. Any decision made by the Allotment Association is final and Tenants must comply with this decision.

6.4 Individuals added to a Joint Tenancy will be eligible to take over full tenancy only if the start date of their Allotment Tenancy is prior to the application date of existing waiting list applicants for the site.

## **7 CULTIVATION OF ALLOTMENTS**

7.1 An Allotment Plot shall be used wholly or mainly for the cultivation of vegetables, herbs, flowers or fruit.

7.2 Excluding permitted buildings, structures and paths at least 75% of the Allotment Plot must be cultivated to the satisfaction of the Allotment Association.

- 7.3 For new Tenants, a minimum of 25% of the Allotment Plot requires to be cultivated within three months (excluding the winter period) and 75% of the Allotment Plot cultivated within 12 months, all to the satisfaction of the Allotment Association.
- 7.4 The Allotment Association may assess the condition of an Allotment Plot at the start of the tenancy and any adjustment to the time frames specified at 7.3 will be at the sole discretion of the Allotment Association.
- 7.5 Tenants will demonstrate good management practices on their Allotment Plot at least to the standard outlined in the Allotment Site Rules by ensuring:
- 7.5.1 That weed growth is controlled and must ensure that weeds do not spread to neighbouring Allotment Plots.
  - 7.5.2 The use of pesticides and insecticides is limited to those which have been previously approved by the Allotment Association.
  - 7.5.3 Control of pernicious weeds, such as those that spread through the extension of rhizomes (e.g. couch grass and ground elder) or through the production of unwanted plants from growing tips in contact with the soil (e.g. brambles).
  - 7.5.4 Removal of uncontrolled vegetation or detritus that is likely to harbour slugs and snails which may forage into a neighbouring Allotment Plot.
  - 7.5.5 Invasive vegetation must be controlled to ensure those plants do not encroach on a neighbouring Allotment Plot, or communal paths.
  - 7.5.6 Invasive non-native plant species are not allowed to be grown and if found, will require to be controlled by the Tenant in accordance with relevant legislation from time to time including the Wildlife and Countryside Act 1981 and the Environmental Protection Act 1990, and any direction of the Council.
- 7.6 The Allotment Association encourages Tenants to improve biodiversity within their Allotment Plot.
- 7.7 The Allotment Association encourages Tenants to follow organic gardening methods. Tenants shall be responsible for ensuring that appropriate pest and disease control is carried out on their Allotment Plot. If Tenants choose to use pesticides or herbicides, then they should use products which avoid impacts to health and wildlife. Tenants 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.



## **8 SALE OF SURPLUS PRODUCE**

Tenants may sell produce grown 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 may only be used for social enterprise or community advancement and not for the purposes of making a profit, trade or business.

## **9 MAINTENANCE OF ALLOTMENT PLOTS**

9.1 The Allotment Plot, including any structures thereon, must be kept in good condition to the satisfaction of the Allotment Association. In considering whether the Allotment Plot is in good condition the Allotment Association shall have regard to any weeds, detritus or dilapidated buildings or structures on the Allotment Plot and the level of cultivation.

9.2 When considering whether an Allotment Plot is in good condition, the Allotment Association shall have regard to any impact that a lack of maintenance of the Allotment Plot could have on neighbouring Allotment Plots.

9.3 Damaged and surplus allotment items must be removed from the Allotment Plot and Allotment Site by the Tenant.

9.4 All waste material arising on site is the responsibility of the Tenant and should be composted where possible.

9.4.1 All other non-compostable waste material e.g. wood, corrugated iron, stones, glass, tyres and plastics in all forms must be removed and disposed of at a licenced recycling facility or through the Tenant's own waste collection.

9.4.2 Tenants must not leave green waste or dispose of anything (including green waste) on any other Allotment Plot, or any other part of the Allotment Site.

9.5 Allotment Plots must be left in an acceptable condition for the next Tenant. 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 Tenant.

## **10 MAINTENANCE OF ALLOTMENT SITES**

10.1 Tenants shall be responsible for keeping boundaries, paths adjacent to their Allotment Plot and paths between Allotment Plots in a clean and tidy condition and free from obstructions. Where a path is adjacent to two or more Allotment Plots the respective Tenants shall share responsibility. Should dispute between Tenants arise in this regard, the Allotment Association shall direct the Tenants as to how maintenance is to be carried out. This excludes Allotment Site boundary fences.

- 10.2 Tenants shall not block or obstruct the access to the Allotment Site, nor any of the access paths and roads within the Allotment Site.
- 10.3 Any keys to the Allotment Site remain the property of the Allotment Association and are issued to the Tenant strictly for the purposes of access to the Allotment Site and are not transferable to any other person. Keys should not be copied as they will damage locks. Replacement keys can be arranged through the Allotment Association.

## **11 SHEDS, GLASSHOUSES AND POLYTUNNELS**

- 11.1 The erection of any sheds, glasshouses or polytunnels on an Allotment Plot must have the prior consent of the Allotment Association.
- 11.2 Regarding the measurements of sheds, glasshouses and polytunnels on Allotment Plot;
- 11.2.1 a shed for storage shall not exceed width 2.5m x length 3m x height 2.5m;
  - 11.2.2 a glasshouse shall not exceed width 2m x length 3m x height 2.4m; and
  - 11.2.3 a polytunnel shall not exceed width 3m x length 10m x height 2.5m .
- 11.3 The erection of any building or structure must be in accordance with planning legislation/aesthetic guideline and any materials used must be of suitable durability, in that they must be of a standard that would last at least five years 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 to the satisfaction of the Allotment Association. Any modification to an existing building or structure, other than as part of a regular repair, shall require the prior written consent of the Allotment Association.
- 11.4 Tenants are solely responsible for the safety and maintenance of any structure, including boundary fences, on their Allotment Plot with the clear exception of Allotment Site perimeter fencing.

## **12 MICRO ALLOTMENTS**

- 12.1 As Micro Allotments are for temporary use, the following are not permitted: garden sheds, polytunnels and greenhouses; trees and shrubs; permanent pathways; carpets; machinery left on site; fences (unless appropriately authorised by the Allotment Association).
- 12.2 The following will be permitted on a Micro Allotment: compost area not exceeding approximately 1 cubic metre; and a garden storage unit up to 1.5m wide x 1m deep x 1m high.

## **13 ACCESS BY PERSONS (OTHER THAN TENANTS) AND DOMESTIC ANIMALS**

- 13.1 Tenants shall be responsible for ensuring that any visitor whom they allow to visit the Allotment Site complies with these Regulations and the Allotment Site Rules. Failure of visitors to comply may result in the Tenant being in breach of these Regulations.

- 13.2 Dogs and other pets may be brought on to the Allotment Site but must be kept under close control and not be allowed to enter any Allotment Plot without the permission of the relevant Tenant.
- 13.3 Any Tenant who brings or allows a pet onto the Allotment Site shall ensure that any fouling is bagged and disposed of promptly and properly.
- 13.4 Pets that become a nuisance or annoyance or cause a disturbance to other Tenants should be removed from the Allotment Site.
- 13.5 Tenants shall not kennel dogs or other animals overnight on the Allotment Plot.

#### **14 THE KEEPING OF LIVESTOCK**

- 14.1 Tenants shall not keep livestock including poultry and other birds on the Allotment Plot.
- 14.2 The keeping of bees shall not be permitted other than with the consent of the Council. Any Council consent may be subject to conditions.
- 14.3 The keeping of Bees will be considered, however, numbers will be limited per site, and is at the sole discretion of the Council. The keeping of bees will be subject to a separate agreement covering, but not limited to, the following requirements of the Beekeeper:
- 14.4 A Beekeeper must demonstrate that they have sufficient experience as determined by the Council
- 14.5 The Beekeeper must comply with the Risk Assessment carried out by the Council.
- 14.6 The Council will implement spot checks to ensure compliance of the Risk Assessment and consider any alterations required to the assessment.
- 14.7 A Beekeeper must have Public Liability Insurance of £5 million which can be obtained through membership of the Scottish Beekeeper's Association. A Beekeeper must maintain insurance cover and provide proof of the insurance cover to the Council.

#### **15 ACCEPTABLE USE**

- 15.1 The following conditions apply to all Allotment Plots and Tenants:
- 15.1.1 **Barbed Wire:** Tenants shall not have or use barbed wire on the Allotment Plot;
- 15.1.2 **Bonfires:** Tenants shall not burn any material on the Allotment Plot or the Allotment Site unless it is organic material arising from the Allotment Plot and the material cannot be composted. Bonfires must never be left unattended. Tenants must give due consideration to other Tenants and neighbouring properties when choosing when and where to have a bonfire in accordance with local site rules and where relevant any rules applying to

neighbouring properties and the bonfire must not compromise or cause nuisance to other Allotment Plot Tenants or neighbouring properties. Bonfires are only permitted between 1 October to the 30 April. Allotment Site Rules will apply and may further restrict the use of bonfires at other times.

Prior to burning material, Tenants must notify the Allotment Association and the Fire Service. The Allotment Association must be notified by email with the details of the bonfire including the name of the Tenant responsible, contact details, date when burning taking place, Allotment Site and Allotment Plot number or location.

The Allotment Association reserves the right to suspend or ban bonfires on individual Allotment Sites if, in the opinion of the Allotment Association, the Allotment Association has received reasonable and justifiable complaints regarding burning on the Allotment Site.

- 15.1.3 **Compost bins:** Where there is no Allotment Site Rules for compost bins all compost bins must be to the satisfaction of the Allotment Association. Materials composted should be green waste grown on the site only and should not attract vermin.
- 15.1.4 **Fences & Hedges:** Tenants shall not erect fences or plant hedges on the Allotment Plot other than for the protection of crops. All fences and hedges must be in keeping with the traditional aesthetic of the Allotment Site and must be to the satisfaction of the Allotment Association. Hedges must be maintained to a maximum height of 1.2 metres and not cause any issue with a neighbouring Allotment Plot Tenant. Willow or elder hedging are not permitted.
- 15.1.5 **Fruit cages:** Tenants must ensure that fruit cages are kept in a safe condition and must be to the satisfaction of the Allotment Association. Fruit cage areas cannot exceed 25m<sup>2</sup> unless permission from the Allotment Association has been obtained and they should not trap birds.
- 15.1.6 **Sheds:** On sites with an Allotment Association installed shed Tenants must regularly maintain this shed and treat it with water-based preservative (non-toxic) in green, black, brown, or cedar. The Allotment Association accepts no responsibility for the maintenance or replacement of any such sheds.
- 15.1.7 **Nuisance:** Within the Allotment Site, the Tenants and any invited guest(s) shall behave in an appropriate manner and shall always be considerate to other Tenants. Tenants and guests 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 Tenants. A Tenant is responsible for the behaviour of their guest(s).
- 15.1.8 **Pathways:** Tenants shall not block or obstruct the access to the Allotment Site, nor any of the access paths within the Allotment Site.

- 15.1.9 **Material:** A Tenant must not allow their Allotment Plot to be used for the storage of including glass, timber, refuse or any other material deemed unsuitable by the Allotment Association. Any material deemed unsuitable shall be removed immediately at the request of the Allotment Association.
- 15.1.10 **Trees:** No new trees other than fruit trees on shall be cultivated or allowed to grow on the Allotment Plot. New fruit trees shall be cultivated on dwarf stock only. Fruit trees must be maintained within the Allotment Plot and shall not grow into or cause shade to be cast on neighbouring Allotment Plots. Upon request by the Allotment Association, the Tenant must remove any fruit trees that are not maintained in accordance with this clause at the Tenant's own expense.
- 15.1.11 **Water:** Allotment Site water supplies must be used only for the upkeep of the Allotment Plot. The Tenant should use water responsibly, and where possible, take measures to conserve water. Water taps are for the use of all Tenants equally and no permanent hose connections supplying an individual Allotment Plot should be attached to a tap.
- 15.1.12 **Flags, flag poles, signage, advertising banners:** Tenants shall not erect any flags, signage, flag poles or advertising banners within their Allotment Plot or any communal area without prior permission from the Allotment Association.
- 15.2 Play structures such as trampolines are not permitted within the Allotment Site.
- 15.3 The use of asbestos sheeting or any asbestos based material is prohibited. The discovery of such material must be reported to the Allotment Association. The Allotment Association will report any discovery of asbestos based material to the Council as soon as reasonably practicable.
- 15.4 Ponds are not permitted unless written permission is given by the Allotment Association. The suitability of the site and safety aspects will be contributory factors in making that decision. The Tenant will require to provide a detailed plan of the pond prior to approval given. Where ponds are permitted, children must be supervised at all times and warning signs must be displayed in prominent positions.
- 15.5 Tenants must also have regard to any Allotment Site Rules that pertain to the relevant Allotment Site.

## 16 INSPECTIONS

- 16.1 The Allotment Association shall be entitled to inspect any Allotment Plot at any time without notice. Tenants will require to provide the Allotment Association unhindered access to carry out inspections.
- 16.2 The Allotment Association may carry out general inspections/audits of allotments as often as it deems reasonably necessary which includes identifying unworked Allotment Plots i.e. not being cultivated as per the Regulations.

- 16.3 Tenants must ensure that their Allotment Plot is clearly marked with the designated Allotment Plot number and visible to the Allotment Association's inspector/auditor.

## **17 ENFORCEMENT**

- 17.1 Where a Tenant is consistently fails to meet the required standards and is in breach of these Regulations, the Allotment Association may, issue an enforcement letter to the Tenant, setting out the reasons for the breach (the "Enforcement Letter").

- 17.2 The Tenant must, within the Relevant Period of receiving an Enforcement Letter, either:

17.2.1 rectify the breach to the satisfaction of the Allotment Association; or

17.2.2 provide an explanation of any Relevant Circumstances that justify the breach to the satisfaction of the Allotment Association.

- 17.3 If, at the end of the Relevant Period, the Tenant has not either:

17.3.1 rectified the breach to the satisfaction of the Allotment Association; or

17.3.2 provided a suitable explanation of Relevant Circumstances to the satisfaction of the Allotment Association.

the Allotment Association may issue a Final Warning Letter in accordance with regulation 18 of these Regulations.

- 17.4 If a Tenant has received two Enforcement Letters within a 12-month period, and the Allotment Association intends to issue a third Enforcement Letter within that 12-month period, the Allotment Association shall instead issue a Final Warning Letter in accordance with regulation 18 of these Regulations.

- 17.5 Any information communicated to the Allotment Association to support a claim of Relevant Circumstances shall be dealt with confidentially and in accordance with applicable data protection legislation.

## **18 TERMINATION**

- 18.1 One month prior to issuing a notice of termination of a Lease, the Allotment Association shall write to the Tenant, informing them that the Allotment Association is proposing to give notice of termination (the "Final Warning Letter"), which shall include:

18.1.1 the reasons for this proposal to issue a Final Warning Letter; and

18.1.2 where appropriate, the reasons for rejection by the Allotment Association of any previous explanation of Relevant Circumstances provided by the Tenant.

- 18.2 The Tenant shall then have the opportunity to make representations in writing to the Allotment Association in relation to the Final Warning Letter, including an explanation of any Relevant Circumstances that justifies any failure to rectify the breach, which the Allotment Association shall take account of in making any decision. Such representations must be submitted to the Allotment Association within 28 days of the date of the Final Warning Letter.
- 18.3 If at the end of 28 days following the issue of the Final Warning Letter, either:
- 18.3.1 the Tenant has rectified the breach to the satisfaction of the Allotment Association; or
  - 18.3.2 following consideration of the Tenant's representations, including any Relevant Circumstances, the Allotment Association no longer proposes that the Allotment Tenancy shall be terminated;
- the Allotment Association shall write to the Tenant informing them of this.
- 18.4 If at the end of 28 days following the issue of the Final Warning Letter, either:
- 18.4.1 the breach has not been rectified to the satisfaction of the Allotment Association; or
  - 18.4.2 the Tenant has not provided an explanation of any Relevant Circumstances to the satisfaction of the Allotment Association;
- the Tenant shall be in breach of the Regulations and the Allotment Association may terminate the Allotment Tenancy of whole or part of the Allotment Plot by giving written notice in the form of a letter (the "Termination Letter").
- The Termination Letter shall state the Termination Date, which shall be a date no less than one month from the date of the Termination Letter, and the reasons for termination.
- 18.5 Upon the termination of the Allotment Tenancy, the Tenant shall remove, unless otherwise agreed with the Allotment Association, all buildings and/or structures on the Allotment Plot. Where the Tenant has not returned the Allotment Plot to a lettable condition, in the reasonable opinion of the Allotment Association, the Allotment Association will advise the Tenant of the cost of this work and may carry out the works and recover from the Tenant any expenses reasonably incurred by the Allotment Association in so doing. Any buildings, structures or equipment left on an Allotment Plot will become the property of the Allotment Association and may thereafter be offered to the next Tenant.
- 18.6 Each Tenant is responsible for returning the keys to the Allotment Site to the Allotment Association at the end of their tenancy.
- 18.7 A Tenant can terminate their Allotment Tenancy at any time by giving 14 days prior written notice, however no refund of rent already paid will be made.

- 18.8 In the event of any dispute regarding the interpretation and application of these Regulations, the matter shall be referred to such of the Council's Officers, or such other person, as may be nominated for this purpose from time to time. The Council shall have regard to the 2015 Act and any regulations and guidance made under it in arriving at its decision.

## **19 EXTREME CIRCUMSTANCES**

- 19.1 If a Tenant behaves in a manner which causes fear, alarm or severe disruption to any person, the Tenant shall be issued with a Final Warning Letter, and access to the Allotment Site may be suspended.

## **20 LIABILITY FOR LOSS OR DAMAGE TO PROPERTY**

- 20.1 The Tenant shall be responsible for the safekeeping of any objects or materials (including tools, machinery, equipment, goods, plants, fertilisers and compost) which the Tenant keeps or brings on to the Allotment Site. The Allotment Association shall not be liable for the loss of, or damage to any such objects or materials, howsoever caused.

## **21 CONTACT DETAILS**

- 21.1 contact details below should be used to contact the Allotment Association regarding these Regulations or associated allotment issues:-

Allotment Association address, email address and telephone contact.