



ABERDEEN CITY COUNCIL

ALLOTMENT REGULATIONS

1. COMMENCEMENT

- 1.1 In these allotment regulations (the “**Regulations**”): Aberdeen City Council will be referred to as “the Council” and this includes any authorised Council employee. The Regulations relate to all Allotment Sites managed by the Council. 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 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 Plot**” shall mean any single area of land designated as an allotment plot by the Council within an Allotment Site;
- (ii) “**Allotment Site**” shall mean any area of land owned or leased by the Council 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;
- (iii) “**Applicant**” shall mean the person, persons or Third Party Organisation who have completed a request to lease an Allotment Plot on an Allotment Site.
- (iv) “**Aberdeen Resident**” shall mean a person who is solely or mainly resident at premises the postal address of which is in the Aberdeen City Council area;
- (v) “**Eligible Person**” shall mean an Aberdeen Resident, or any Third-Party Organisation;
- (vi) “**Lease**” shall mean an agreement entered into between the Council and a Tenant made under the terms of the Regulations to lease an Allotment Plot any reference to the word Lease shall be taken to include any missive of let;
- (vii) “**Relevant Circumstances**” shall mean any illness, bereavement, injury or disability, or other extenuating circumstances;
- (viii) “**Residence**” shall mean any residential property which is the sole or main residence of an Aberdeen Resident;

(ix) “**Site Association**” shall mean any association representing the Tenants of an Allotment Site;

(x) “**Tenant**” shall mean the person, persons or Third Party Organisation to whom an Allotment Plot has been leased under the terms of the Regulations;

(xi) “**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;

(xii) “**Waiting List**” shall mean the list established and maintained by the Council in respect of each Allotment Site of persons who, by way of written notification, have made a request to Lease an Allotment Plot; and

(xiii) “**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 These Regulations shall repeal and replace any allotment rules and regulations in force prior to the Commencement Date made by the Council or its predecessors.

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 Lease of the Allotment Plot in accordance with section 126 of the 2015 Act.

4. ALLOCATION OF ALLOTMENT PLOTS

4.1 A request to Lease an Allotment Plot on an Allotment Site must be made by submitting an application to Aberdeen City Council. The online application is available via the Council’s website www.aberdeencity.gov.uk

4.2 Applications must include the Applicant’s:

- name;
- address;
- date of birth;
- preferred Allotment Site(s);
- preferred size of Allotment Plot;
- email address;

and may include the applicant’s:

- telephone number; and
- Relevant Circumstances (if applicable) that the applicant wishes the Council to be aware of.

4.3 All Eligible Persons who apply for an Allotment Plot shall be placed on the Waiting List(s) for the Allotment Site(s) requested.

4.4 The Council 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.

- 4.5 If the Council offers to grant a Lease of an Allotment Plot, but not of the size specified by the Applicant, the Applicant may 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 Council makes an offer of an Allotment Plot of the size requested and it is refused, applicants will be placed at the bottom of the Waiting List.
- 4.6 Tenants may make a request in writing to the Council to move to a different Allotment Plot. In considering whether to allow a move to a different Allotment Plot the Council shall have regard to the length of the relevant Waiting List and to the cultivation and maintenance of the Tenant's current Allotment Plot and any Relevant Circumstances of the Tenant.
- 4.7 Tenants may make a request in writing to the Council to move to a different Allotment Site. In considering whether to allow a move to a different Allotment Site the Council shall have regard to the length of Waiting List at the requested Allotment Site and to the cultivation and maintenance of the Tenant's current Allotment Plot and any Relevant Circumstances of the Tenant.
- 4.8 Applicants may request joint tenancy. An Applicant wishing to be a joint Tenant on an existing tenancy Lease, will be required to apply for an Allotment Plot at the specified Allotment Site and will be offered a joint tenancy when they have attained 1st position on the Waiting List.
- 4.9 Micro Allotment Plots may not be an option available for an Applicant to select as their preferred size of Allotment Plot. The Council may allow Micro Allotment Plots to be managed by Site Associations. The Council or Site 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 a Lease on terms provided by the Council.
- 4.10 The Council 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 Council may decide to reserve the above e.g. to create larger Allotment Plots. The Council may require to change the size of Allotment Plots due to other circumstances.
- 4.11 If there is any dispute between Tenants as to the boundaries of their Allotment Plots, the Council shall adjudicate and settle the dispute at its own discretion.
- 4.12 Where there is a dispute between Tenants as to the allocation of land per Allotment Plot, the Council may consult with the affected Tenants and the Site Association to determine whether changes to Allotment Plot boundaries are required. Any decision made by the Council is final and Tenants must comply with this decision.
- 4.13 All Tenants are required to sign a Lease on terms provided by the Council at the start of their tenancy of the Allotment Plot. The Tenant may not exchange Allotment Plots with any other Tenant, transfer their Lease of an Allotment Plot, or sub-let their Allotment Plot without the prior consent of the Council.
- 4.14 Where a Tenant is no longer an Aberdeen Resident, the Council will terminate the Lease.

4.15 The Council shall allocate a maximum of one Allotment Plot per Residence.

4.16 Regulation 4.15 shall not affect Tenants who were allocated more than one Allotment Plot prior to the Commencement Date.

5. RENT

5.1 The Council shall review and set the levels of rent annually. The rent shall be paid annually and for the whole duration of the Lease. The Council shall issue an invoice in December (or a date determined by the Council) each year in this respect. Payment shall be due within 28 days of the date of the invoice.

5.2 When determining the level of rent the Council shall take account of the size of the Allotment Plot, the services provided by, or on behalf of, the Council to the Tenants of the Allotment Sites, site improvements and upgrades by the Council, expenses incurred by the authority in maintaining and managing the allotment site, and any other relevant factors.

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

5.4 Concessions on the level of rent payable shall only apply where all Tenants of a joint tenancy are eligible for a concession.

6. CULTIVATION OF ALLOTMENTS

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

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

6.3 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 Council.

6.4 The Council may assess the condition of an Allotment Plot at the start of the tenancy and any adjustment to the time frames specified at 6.3 will be at the sole discretion of the Council.

6.5 Tenants will demonstrate good management practices on their Allotment Plot by ensuring:

6.5.1 That weed growth is controlled and must ensure that weeds do not spread to neighbouring Allotment Plots.

6.5.2 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).

- 6.5.3 Removal of uncontrolled vegetation or detritus that is likely to harbour slugs and snails which may forage into a neighbouring Allotment Plot.
- 6.5.4 Invasive vegetation must be controlled to ensure those plants do not encroach on a neighbouring Allotment Plot, or communal paths.
- 6.5.5 Invasive non-native plant species are not allowed to be grown and if found, will require to be controlled by the Tenant.
- 6.6 The Council encourages Tenants to improve biodiversity within their Allotment Plot.
- 6.7 The Council 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.

7. MAINTENANCE OF ALLOTMENT PLOTS

- 7.1 The Allotment Plot, including any structures thereon, must be kept in good condition to the satisfaction of the Council. In considering whether the Allotment Plot is in good condition the Council shall have regard to any weeds, detritus or dilapidated buildings or structures on the Allotment Plot and the level of cultivation.
- 7.2 When considering whether an Allotment Plot is in good condition, the Council shall have regard to any impact that a lack of maintenance of the Allotment Plot could have on neighbouring Allotment Plots.
- 7.3 Damaged and surplus allotment items must be removed from the Allotment Plot and Allotment Site by the Tenant.
- 7.4 All waste material arising on site is the responsibility of the Tenant and should be composted where possible.
- 7.4.1 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.
- 7.4.2 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.
- 7.5 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 Council may decide to recover these costs from the previous Tenant.

8. MAINTENANCE OF ALLOTMENT SITES

- 8.1 Tenants shall be responsible for keeping boundaries and paths 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 Tenants shall share

responsibility. Should this fail, the Council shall direct the Tenants as to how maintenance is to be carried out.

8.2 Tenants shall not block or obstruct the access to the Allotment Site, nor any of the access paths and roads within the Allotment Site.

8.3 Any keys to the Allotment Site remain the property of the Council (or Site Association if applicable) and are issued to the Tenant strictly for the purposes of access to the Allotment Site and are not transferable to any other person.

9. BUILDINGS AND OTHER STRUCTURES

9.1 Tenants must take into account the effect that the height, location/position and type of fence/structure may have on neighbouring Allotment Plots prior to erecting new structures.

9.2 The maximum sizes of structures are:

9.2.1 Fences and Gates: between neighbouring Allotment Plots 4ft high (1.22m), other fences 6ft high (1.83m).

The Council may decide to approve boundary fencing that is higher than 6 feet (1.83m) for specific reasons.

9.2.2 Sheds and Greenhouses: Length – 8ft (2.44m), Width – 6ft (1.83m), Height – 7ft (2.33m). Polytunnels – Length – 12ft (3.66m), Width – 8ft (2.44m), Height – 7ft (2.33m).

9.3 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 to the satisfaction of the Council.

9.4 Tenants are solely responsible for the safety and maintenance of any structure, including boundary fences, on their Allotment Plot.

9.5 Barbed wire is not permitted on an Allotment Plot or Allotment Site.

9.6 Play structures such as trampolines are not permitted within the Allotment Site.

9.7 An Allotment Plot's compost area shall not exceed approximately 3 cubic metres (e.g. 1m wide x 1m high x 3m long) unless approved by the Council.

9.8 The use of asbestos sheeting or any asbestos based material is prohibited. The discovery of such material must be reported to the Council.

9.9 Ponds are not permitted unless written permission is given by the Council. 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.

9.10 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. Allotment Site water

supplies must only be used for the upkeep of the Allotment Plot. The Tenant should use water responsibly, and where possible, take measures to conserve water.

- 9.11 Boundary walls and fences belonging to the Allotment Site's neighbouring property owners are the responsibility of the corresponding property owner.

10. MICRO ALLOTMENTS

10.1 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 Council).

10.2 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.

11. THE KEEPING OF LIVESTOCK (INCLUDING POULTRY) AND BEES

11.1 Tenants shall not keep livestock (including poultry and other birds) on the Allotment Plot.

11.2 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:

11.2.1 A Beekeeper must demonstrate that they have sufficient experience as determined by the Council's Beekeeping Assessor.

11.2.2 The Beekeeper must comply with the Risk Assessment carried out by the Council's Beekeeping Assessor.

11.2.3 The Beekeeping Assessor will implement spots checks to ensure compliance of the Risk Assessment and consider any alterations required to the assessment.

11.2.4 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.

12. ACCESS BY PERSONS (OTHER THAN TENANTS) AND DOMESTIC ANIMALS

12.1 Tenants 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 Tenant being in breach of these Regulations.

12.2 Dogs may be brought on to the Allotment Site but must be kept under close control and not be allowed to enter into any Allotment Plot without the permission of the relevant Tenants.

12.3 Any Tenant who brings or allows a dog onto the Allotment Site shall ensure that any fouling is bagged and disposed of promptly and properly.

- 12.4 Dogs that become a nuisance or annoyance or cause a disturbance to other Tenants should be removed from the Allotment Site.

13. SALE OF SURPLUS PRODUCE

- 13.1 Tenants 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 should be used for social enterprise or community advancement and not for the purposes of making a profit, trade or business.

14. ACCEPTABLE USE OF ALLOTMENT PLOTS AND ALLOTMENT SITES

- 14.1 The following conditions apply to all Allotment Plots, Allotment Sites and Tenants:

14.1.2 Bonfires:

Tenants shall not burn any material on the Allotment Plot or Allotment Site unless it arises from the Allotment Plot and is material that cannot be composted. The burning of material is not permitted from 1st April to 31st August. Tenants must not burn material that would be considered too damp and as a result generates significant smoke. Bonfires must never be left unattended. Tenants must give due consideration to other Tenants within the Allotment Site and the neighbourhood residents when choosing when and where to have a bonfire and such bonfires must not compromise any Allotment Plots on the Allotment Site.

Prior to burning material, Tenants must notify the Council and the Fire Service (as at 1/4/20 contact telephone number: 01382 835804). The Council must be notified by email to allotments@aberdeencity.gov.uk 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 Council reserve the right to suspend or ban bonfires on individual Allotment Sites if, in the opinion of the Council, the Council has received reasonable and justifiable complaints regarding burning on the Allotment Site.

14.1.7 Nuisance:

Within the Allotment Site, the Tenants shall behave in an appropriate manner and shall be considerate at all times to other Tenants and neighbourhood residents.

Tenants 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 or neighbourhood residents.

14.1.10 Material:

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. Any material deemed unsuitable shall be removed immediately at the request of the Council.

14.1.11 Trees:

No trees other than fruit 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. Upon request by the Council, the Tenant must remove any fruit trees that are not maintained in accordance with this clause at the Tenant's own expense.

- 14.2 Tenants shall follow the manufacturer's instructions if using greenhouse heaters, stoves, equipment or fuel. Safety is paramount and Tenants may be liable for any damage or injury. Stoves, machinery and fuel must be stored in an enclosed locked unit and must not be left unattended when not in the locked unit.
- 14.3 Tenants shall not use or store heaters and stoves within Council owned sheds.
- 14.4 Tenants 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.
- 14.5 Tenants must also have regard to any Site Association rules that pertain to the relevant Allotment Site.

15. LANDLORD INSPECTIONS/AUDITS

- 15.1 The Council shall be entitled to inspect/audit any Allotment Plot at any time without notice. Tenants will require to provide the Council unhindered access to carry out inspections.
- 15.2 The Council may carry out up to three inspections/audits of allotments per annum which includes identifying unworked Allotment Plots i.e. not being cultivated as per the Regulations.
- 15.3 Tenants must ensure that their Allotment Plot is clearly marked with the designated Allotment Plot number and visible to the Council's inspector/auditor.
- 15.4 If following the expiry of the period of 3 months beginning with the date on which the Lease commenced, the Tenant has failed to a material extent to comply with any provision of the Regulations, the Council shall (no later than one month before giving any notice) write to the Tenant setting out the reasons for the breach of the Regulations. The Council shall also inform the Tenant that the Council is proposing to give notice of termination of the Lease.
- 15.5 The Tenant can either rectify the breach to the satisfaction of the Council; appeal this notice by making representations to the Council in writing or by email; or relinquish the Allotment Plot.
- 15.6 If required, a follow up audit will be carried out 21 days or thereafter following the initial audit. If the breach of the Regulation has been rectified to the satisfaction of the Council, the Tenant will be informed that the Council will not proceed with the termination. If the breach of the Regulation has not been rectified to the satisfaction of the Council and the Council has rejected the Tenant's representations, the Council will proceed with the process of termination of the Lease. The Council will give the Tenant written notice of the termination. The notice period to vacate the Allotment Plot will be one month.
- 15.7 The Tenant may appeal to the sheriff within 21 days of receiving a termination notice. The notice will have no effect until such time as the appeal is withdrawn or finally determined. The decision of the sheriff will be final.

15.8 If a Tenant's Lease is terminated by the Council, they will not be considered for the Lease of an Allotment Plot for a period of 5 years.

15.9 Each Tenant is responsible for returning the keys to the Allotment Site to the Council or Site Association (where applicable) at the end of their tenancy.

16. EXTREME CIRCUMSTANCES

16.1 If a Tenant behaves in a manner which causes fear, alarm or severe disruption to any person, the Tenant's Lease may be terminated and access to the Allotment Site may be suspended.

17. LIABILITY FOR LOSS OR DAMAGE TO PROPERTY

17.1 The Tenant shall be held responsible for the costs to replace or repair any loss or damage that they have caused to Council property within the Allotment Site.

17.2 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 Council shall not be liable for the loss of, or damage to any such objects or materials, howsoever caused.

18. CONTACT DETAILS

18.1 The contact details below should be used to contact the Council regarding these Regulations or associated Allotment issues:-

Environmental Services
Altens East Recycling and Resource Facility
Hareness Place
Altens Industrial Estate
Aberdeen. AB12 3GX

Email: allotments@aberdeencity.gov.uk
or such other contact details as publicised on the Council's website from time to time.

FOR AND ON BEHALF OF ABERDEEN CITY COUNCIL



..... (Proper Officer of Aberdeen City Council)

Mark Reilly
Chief Officer – Operations and Protective Services

Marischal College
Broad Street, Aberdeen

Date: 31 March 2020