

Glasgow City Council
[DRAFT CONSULTATION VERSION 1]
Allotment Rules and Regulations

1. COMMENCEMENT

- 1.1 These allotment regulations (the “**Regulations**”) adopted by Glasgow City Council (“**the Council**”) dated [INSERT DATE] relate to all Allotment Sites on land owned and/or 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 16 of the 2015 Act (the “**Commencement Date**”).

2. INTERPRETATION

- 2.1 In the Regulations, any reference to:
- “**Allotment Plot**” shall mean any single area of land designated as an allotment plot by the Council within an Allotment Site and which is used or intended for use (i) wholly or mainly for the cultivation of vegetables, fruit, herbs, or flowers, and (ii) otherwise than with a view to making profit.
- “**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.
- “**Applicant**” shall mean an Eligible Person that has made an application for a Lease of an Allotment Plot in accordance with Regulation 4:
- “**Concession Rates**” means discounted rates of Rent as may be stated on the Council’s website from time to time.
- “**Cultivation**” means (i) the growing of fruit, flowers, vegetables, herbs, green manure crops; (ii) the use of mulching rather than the digging over of soil; and (iii) the keeping of weed vegetation under control and the clearing of it before seeding.
- “**Eligible Person**” shall mean a Glasgow Resident aged 18 years or over, or any Third Sector Organisation, and “**Eligible Persons**” shall be construed accordingly.
- “**Glasgow Resident**” shall mean a person who is solely or mainly resident at premises the postal address of which is in the City of Glasgow Council area.
- “**Joint Tenancy**” shall mean two or more individuals jointly responsible for a plot.
- “**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

and any reference to the word Lease shall be taken to include any missive of let.

“Named Helper” means a person identified by the Tenant in writing to the Council as someone who will assist the Tenant for the purposes set out 14.2.7.

“Rent” means the annual payment due under the Lease and set in accordance with Regulation 6.

“Relevant Circumstances” shall mean any illness, bereavement, injury or disability, or other extenuating circumstances.

“Residence” shall mean any residential property which is the sole or main residence of a Glasgow Resident.

“Site Association” shall mean any association representing the Tenants of an Allotment Site.

“Tenant” shall mean an Eligible Person, to whom an Allotment Plot has been leased under the terms of the Regulations.

“Termination Date” shall mean the date upon which the Lease between the Council and the Tenant is terminated, and the Tenant is required to remove all their possessions from the Allotment Plot and the Allotment Site.

“Third Sector Organisation” means an organisation such as an association, a self-help group, or a community group; a social enterprise; a mutual or a co-operative, operated on a value driven, not for private profit basis that is appropriately constituted with its registered address, or where there is no registered address its principal business address in the Council’s area.

“Waiting List” shall mean the list established and maintained by the Council in respect of persons who, by way of written notification, have made a request to lease an Allotment Plot.

- 2.2 References to “permission of the Council” or words to similar effect mean a permission in writing signed by or on behalf of the Council 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 Council.
- 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 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 in accordance with section 126 of the 2015 Act.
- 3.2 Individual Site Associations may have rules and regulations for its Allotment Site ("Site Association Rules").
- 3.3 Tenants must also have regard to any Site Association rules that relate to the relevant Allotment Site.
- 3.4 If there is a conflict between the Site Association Rules and these Regulations, these Regulations shall take precedent.

4. ALLOCATION OF ALLOTMENT PLOTS

- 4.1 A request to lease an Allotment Plot on an Allotment Site may be made:

- (i) online via the Council's website www.glasgow.gov.uk ; or
- (ii) by requesting a paper application from:

Neighbourhoods, Regeneration and Sustainability
Food Growing Team
Glasgow City Council
Eastgate
727 London Road
G40 3AQ

Email: glasgowfoodgrowing@glasgow.gov.uk
or such other contact details as publicised by the Council from time to time.

4.2 Applications must include the Applicant's:

- name or the name of a named person (if the application is made on behalf of an eligible organisation)
- full address including postcode and flat number
- email address
- date of birth
- the name, address, email address, date of birth of an additional person if application is made jointly
- If the area of the allotment sought is less than 250 square metres, the applicant must specify the area in the request.

and may include the Applicant's:

- Equalities monitoring information
- Where the person making the request is a disabled person, the request may include information about the person's needs on the grounds of disability relating to access to an allotment site or an allotment and any possible adjustments to an allotment site or an allotment.
- Relevant circumstances (if applicable) that the applicant wishes the Council to be aware
- Previous growing experience
- Reasons for seeking an Allotment
- Preferred Allotment Site(s)
- Distance willing to travel to reach an Allotment Site

4.3 All Eligible Persons who apply for an Allotment Plot shall be placed on the Waiting List.

4.4 The Council shall maintain a Waiting List and will offer an available Allotment Plot to the first Applicant on the Waiting List having regard to the provisions of the 2015 Act and what has been requested.

- 4.5 Where a Plot of less than 250 square metres has been requested and the Applicant is offered a Lease of a Plot that is not the area specified and that offer is accepted by the Applicant, the request will be treated as agreed for the purpose of the 2015 Act and the Applicant will be removed from the Waiting List. If the Applicant rejects the offer, the Applicant shall remain on the Waiting List.
- 4.6 If the Applicant has not specified a Plot of less than 250 square metres and the Council offers to grant a Lease of an Allotment Plot of an area of approximately 250 square metres to the Applicant, the request is to be treated as having been agreed to for the purpose of the 2015 Act.
- 4.7 If the Applicant has not specified a Plot of less than 250 square metres and the Council offers to grant a lease of an allotment that is not of an area of approximately 250 square metres to the Applicant and that offer is accepted the request will be treated as agreed for the purpose of the 2015 Act and the Applicant will be removed from the Waiting List. If the Applicant rejects the offer, the Applicant shall remain on the Waiting List.
- 4.8 Where the Council makes an offer of an Allotment Plot of the size requested and such offer is refused twice or there is a failure to respond within a one-month period then the Applicant shall be removed from the Waiting List.
- 4.9 If an Applicant's address has changed, they are required to notify the Council within a 4-week period. Their details will be updated, and they will remain at the same position on the waiting list, providing they still meet the eligibility criteria.
- 4.10 Tenants may make a request in writing to the Council to move 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.
- 4.11 Tenants may make a request in writing to the Council to move to a different Allotment Plot. In considering whether to allow a move the Council shall have regard to the circumstance(s) / reason(s) for the request.
- 4.12 Where a new Allotment Site is established, the Allotment Plots within that Allotment Site ("New Allotment Plots") shall be allocated on the following basis:
- 4.12.1 Where reasonably practicable in the first year of a new site development, 100 % of the New Allotment Plots shall be offered to Eligible Persons, who are solely or mainly resident in the area within 1.5-kilometre radius of the entrance to the new Allotment Site and who apply for a New Allotment Plot.

4.12.2 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 five-kilometre radius of the entrance to the new Allotment Site will be given priority.

- 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.
- 4.14 Where a Tenant is no longer a Glasgow Resident, the Council will terminate the Lease at the end of the Lease.
- 4.15 The Council shall allocate a maximum of one Allotment Plot per Residence unless their property is registered as a House of Multiple Occupancy.
- 4.16 Regulation 4.13 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, reasonable compensatory provision will be made.
- 4.18 There shall be no rights of succession on any Allotment Plot.
- 4.19 In the event of a Tenant passing, the Tenant's family shall have a period of four weeks to gather personal materials or request GCC take personal materials into storage for uplift at a convenient date.
- 4.20 Applicants may request a joint tenancy. An Applicant wishing to be a joint Tenant on an existing Lease, shall be required to apply for an Allotment Plot and will be offered a joint tenancy on the existing Lease when they have attained first position on the Waiting List.

5 RENT

- 5.1 The Council shall review and set the Rent annually.
- 5.2 The Lease shall state the Rent payable and any applicable Concession Rates.
- 5.3 When determining the level of Rent the Council shall take account of:

5.3.1 The services provided by, or on behalf of, the Council to the Allotment Tenants, which may include but is not limited to, site improvements, general repairs and maintenance, utility charges, arboricultural and grounds maintenance works, treatment of invasive species where necessary,

treatment of vermin where necessary, waste uplift generated by reletting of plots, administration costs, and water provision where applicable.

5.3.2 The costs to the Council for providing those services.

5.3.3 Circumstances that affect, or may affect, the ability of a person to pay the Rent (Concession Rates criteria); and

5.3.4 The size of the Allotment Plot leased to a Tenant.

- 5.4 Part of determining fair rent would be achieving cost neutrality for service provision by the Council.
- 5.5 Concession Rates shall be available with specific qualifying criteria. Concession Rates shall only apply where all Tenants of a Joint Tenancy are eligible for a Concession Rate.
- 5.6 Changes to circumstances, including any Relevant Circumstances, affecting a Tenant's ability to pay the Rent should be advised in writing by the Tenant to the Council for consideration.
- 5.7 Where a Tenant fails to pay Rent within 28 days of the receipt of an invoice, the Tenant shall be in default of the Lease.
- 5.8 The Council may recover the Rent as landlord in the same manner as any other case of landlord and tenant, and the Council shall seek to recover the Rent. In addition, the Council shall recover as a debt any administrative costs reasonably incurred by it in respect of any delay in payment and commence termination of the Lease.

6 CULTIVATION OF ALLOTMENTS

- 6.1 An Allotment Plot shall only be used for Cultivation.
- 6.2 Growing plants which are regarded as non-native invasive species is not permitted.
- 6.3 Tenants are required to maintain their Allotment Plot in Cultivation to the reasonable satisfaction of the Council and must keep weeds under control and clear before seeding and maintain the soil in a healthy and fertile state at all times.
- 6.4 The Tenant shall keep every hedge that forms part of the boundary of the Allotment Plot properly cut to no higher to 1.5 metres and trimmed and keep all ditches properly cleansed & maintained.

- 6.5 Hedge trimming must take cognisance of bird nesting seasons and other biodiversity considerations.
- 6.6 Tenants are not permitted to cut or prune any timber or trees on the Allotment Plot or upon any adjoining land or take sell or carry away any minerals such as gravel, sand, earth, or clay or permit other persons to do so.
- 6.7 No trees other than fruit trees shall be cultivated or allowed to grow on the Allotment Plot. Tenants may grow fruit trees on the Allotment Plot with the following restrictions:
- 6.7.1 All fruit trees must be on dwarf rootstock which may be grown to a maximum height of 1.8 meters with all tree branches to remain within the boundary of the Allotment Plot and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.
- 6.7.2 Not to grow any trees which are regarded as non-native invasive species; and
- 6.7.3 Tenants will be required to *remove* trees and plants at the end of the tenancy or reach a suitable arrangement with the new Tenant to reimburse the exiting Tenant a fee suitable to both parties.
- 6.8 The Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat. Weeds should only be composted prior to flowering.
- 6.9 Materials brought onto the Allotment Site must be kept within the confines of the Tenant's own Allotment Plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in Cultivation.
- 6.10 At least 75% of the Allotment Plot must be cultivated to the reasonable satisfaction of the Council. Any permitted structures, buildings and paths must not occupy more than 25% of the overall Plot area.
- 6.11 In recognition of climate emergency responses Tenants should at all times cultivate their Allotment Plot in a manner that is conversant with regenerative agriculture/permaculture/organic practices. Guidance is available on the Council website.
- 6.12 Tenants shall use organic methods of pest and weed control and plant soil improvers wherever possible. Consideration should be given to companion planting which reduces need for chemical pest control. Although organic standards are not specified by the Council, information on growing

organically and link to other relevant policies and practices is available on the Council website.

7 SALE OF SURPLUS PRODUCE

- 7.1 Tenants may sell (other than with a view to making a profit) produce grown by the Tenant on the Allotment Plot.

8 MAINTENANCE OF ALLOTMENT PLOTS

- 8.1 The Tenant shall maintain and keep in good condition the Allotment Plot, including any structures thereon, to the reasonable satisfaction of the Council. In considering whether or not 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.
- 8.2 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.
- 8.3 The Council shall accept no liability in respect of any damage to the Allotment Plot and /or theft of any item or structure placed on the Allotment Plot. Tenants should consider taking out their own insurance cover.
- 8.4 Tenants must erect and maintain in a conspicuous position on the Allotment Plot a number plate of a type indicating the Allotment Plot Number plainly and distinctly visible at all times. Other than the Allotment Plot number not to erect any notices, advertisement, or flags on the Allotment Plot.
- 8.5 Where grass paths are utilised all shared paths between Allotment Plots shall be kept cut & clipped up to half their width by the Tenant unless otherwise expressly provided for by the Council.
- 8.6 The Tenant must not bring onto the Allotment Site or allow other persons to bring onto the Allotment Site, any refuse, commercial or household waste including synthetic carpets.
- 8.7 The Tenant shall remove any waste or refuse on the Allotment Plot during the rental period or on the termination of the Lease howsoever determined, failing which the Council may seek to recover the costs of removal from the Tenant.
- 8.8 Upon termination of the Lease the Tenant shall return the Allotment Plot in a condition suitable for re-letting.

8.9 The Council shall be entitled to claim compensation from a Tenant who upon the termination leaves an Allotment Plot in a worse condition than when the Lease started. This will cover the cost of any reinstatement required.

9 MAINTENANCE OF ALLOTMENT SITES

9.1 Tenants must become members of their Site Association.

9.2 The Tenants, co-ordinated by their Site Association, shall maintain and keep in good condition the Allotment Site, including any structures thereon, to the reasonable satisfaction of the Council.

9.3 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. This excludes Allotment Site boundary fences.

9.4 Wayleaves, where present, must be kept clear from obstruction not utilised for cultivation and accessible of all times.

9.5 Any keys to the Allotment Site remain the property of the Council and are issued to the Tenant strictly for the purposes of access to the Allotment Site and are not transferable to any other person.

9.5.1 Keys should not be copied as they will damage locks. Replacement keys can be arranged through the Council.

9.5.2 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.

9.6 Any changes of locks by Tenants to the site should take place with the prior written permission of the Council. A copy of the key or code must be provided to the Council.

9.7 Where delegated functions have been agreed, the Site Association must ensure the rights of access to the Allotment Site at any time by a Council Officer by providing the appropriate keys required.

9.8 Communal structures are permitted on site subject to the prior written permission of the Council. This applies to each individual communal structure. Any structure found to have been erected without the prior written permission of the Council shall be removed from the site at the Tenants' own cost. Tenants must remove any structure etc. within 30 days if

requested to do so by Council and in line with the appropriate Community Empowerment Act (Scotland) Part 9 Section 122.

- 9.9 Tenants shall maintain and keep in good repair any structure on their Allotment Site to the reasonable satisfaction of the Council failing which the Council may require Tenants to remove such structure from the Allotment Site at the Tenants' own cost. Tenants must remove any structure etc. within 30 days if requested to do so by Council and in line with the Community Empowerment Act (Scotland) Part 9 Section 122.
- 9.10 All issues and accidents on the Allotment Site should be reported as soon as reasonably practicable to the Council.

10 BUILDINGS OR OTHER STRUCTURES

- 10.1 No structure can be erected on an Allotment Plot without the prior written permission of the Council. Such structures can include but are not limited to sheds, glasshouses or polytunnels. The total area occupied by structures should not exceed 25% of the total Allotment Plot area as per section 6.10.
- 10.2 The erection of any building or structure must be in accordance with planning legislation and any materials used must be of suitable durability and give cognisance to carbon neutral principles.
- 10.3 The maximum size of a shed or similar structure should not exceed 2.5 meters x 1.8 meters x approximately 2 meters height on a 125m² or larger plot and should not exceed 1.8 meters x 1.2 meters x approx. 2 meters height on an Allotment Plot smaller than 125m².
- 10.4 All structures must be maintained in a good and safe condition to the reasonable satisfaction of the Council. Any modification to an existing building or structure, other than as part of a regular repair, shall require the prior written permission of the Council.
- 10.5 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. For example, they must regularly maintain their shed and treat it with water-based preservative (non-toxic). The Council accepts no responsibility for the maintenance or replacement of any such structures. The Tenant may be required to remove a structure in bad repair from the Allotment Plot at the Tenant's own cost. A Tenant must remove any structure etc. within 30 days if requested to do so by the Council and in line with the appropriate legislation.
- 10.6 All sheds, fences, plant supports, and structures shall not obstruct paths or cause undue shade to neighbouring Allotment Plots.

- 10.7 The shadow cast by a structure must not, at any time, cover any other person's Plot and should be at least 50cm inside the boundary of a plot.
- 10.8 Sheds, greenhouse, or any other structures should only be used for purposes in connection with Cultivation. Polycarbonate should be used in greenhouses over glass.
- 10.9 Any fence, screen, hedge, or other similar structure should be no more than 1.5 meters in height.
- 10.10 Any fence etc. should be erected for a gardening purpose. The fence etc. must not lean onto or occupy the common footpath.
- 10.11 Temporary fencing for climbing seasonal vegetables etc. is permitted without requiring permission from Council but if used around the perimeter of the Allotment Plot should cover no more than one third of the perimeter.
- 10.12 The Tenant shall be responsible for the removal of any building or structure on or before termination of the Lease (howsoever this arises) or to reach a suitable agreement with the new Tenant to reimburse the existing Tenant a fee suitable to both parties.
- 10.13 Concrete/masonry block type walls/foundations/pads (or similar) are not permitted on any Allotment Plot. Postcrete should only be used with the prior agreement of the Council and should be removed by the Tenant at the end of their Lease.
- 10.14 Any material deemed unsuitable shall be removed immediately at the request of the Council.
- 10.15 Tenants must not make any well or pond on the Allotment Plot without the prior written permission of the Council.
- 10.16 Tenants may keep water butts or other water receptacles on an Allotment Plot; however, they must be securely covered.
- 10.17 Tenants agree to assist in the conservation of water by exercising economy by:
 - 10.17.1 Using a watering can when watering wherever possible.
 - 10.17.2 Using hand-held hoses which must not be left on unattended, no sprinkler attachments are permitted.

10.17.3 Not leaving hoses attached to taps when not in use.

10.17.4 Using hoses for a no longer a time than would be reasonably expected to water crops; and

10.17.5 Complying with water restriction notices when imposed.

11 KEEPING OF LIVESTOCK

11.1 Poultry, pigeons, or bees may be kept within an Allotment Plot or Allotment Site subject to the prior written permission of the Council. Any Council permission may be subject to conditions.

11.2 The keeping of any livestock within an Allotment Plot or an Allotment Site other than the exceptions listed in Regulation 11.1 is strictly prohibited.

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

12.1 Visitors:

12.1.1 Only the Tenant or person(s) authorised by the Tenant (“**Visitors**”), including Co-workers are allowed on the Allotment Site and while on Allotment Site the Tenant is responsible for their conduct and supervision, particularly in the case of children.

12.1.2 Tenant 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.

12.1.3 Tenants are fully responsible for the conduct of their Visitors attending the Allotment Site and will be responsible to the Council for all losses, damages or costs incurred by the Council arising as a result of the actions or omissions of any Visitors.

12.2 Dogs:

12.2.1 Dogs 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. Dogs must not be allowed to become a nuisance to others. Owners must act responsibly and clean any dog foul caused by their pet from the site

12.2.2 Tenants shall not kennel dogs overnight on the Allotment Plot.

12.3 Restrictions on Admittance to Allotment Site

12.3.1 The Council or their agents shall have the right to refuse admittance to any person other than the Tenant or a member of their family to the Allotment Plot unless accompanied by the Tenant or a member of their family.

13 LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY

13.1 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.

13.2 The Council cannot be held responsible and accepts no liability in respect of any vandalism, damage, loss and or theft of any item or structure placed on the Allotment Plot/Site or for any damage or loss caused by acts that are beyond our reasonable control. The Tenant should consider taking out their own insurance cover unless specifically provided for by the site association.

14 ACCEPTABLE USE OF ALLOTMENTS AND ALLOTMENT SITES

The following conditions apply to all Allotment Plots and Tenants:

14.1 Health and Safety:

14.1.1 Tenants shall not have or use barbed wire on any Allotment Plot.

14.1.2 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 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. Local site rules may apply and will further restrict the use of bonfires at other times.

14.1.3 It is recommended that, particularly at quiet times, Tenants inform someone where they are, and their likely return time.

14.1.4 Tenants should ensure that their plot and associated accesses are free from hazard: hazards may include sharp edges, exposed nails, improperly stored tools, hazards hidden within undergrowth such as discarded tools, improperly stored dangerous materials such as those listed below.

14.1.5 Tenants must acquaint themselves with, and adhere strictly to, the guidelines regarding storage, usage and disposal of hazardous materials such as glass, pesticides, fertilisers, asbestos cement, oil, and fuel. These must be

securely stored in the proper containers, and well away from possible reach by children.

14.1.6 Tenants should acquaint themselves with the safe use, and storage, of tools, particularly power tools.

14.1.7 Tenants should be vigilant for rats, rabbits and other vermin, and report if evidence of vermin is observed.

14.1.8 Tenants should report vandalism or other evidence of intruders.

14.1.9 Tenants should ensure that the gate is kept closed at all times, both to prevent ingress of rabbits, and egress of children.

14.1.10 Tenants must ensure that fruit cages are kept in a safe condition and must be to the satisfaction of the Council. Fruit cage areas cannot exceed 25m² unless permission from the Council has been obtained and they should not trap birds.

14.1.11 Tenants shall not erect any flags, signage, flag poles or advertising banners within their Allotment Plot or any communal area without prior written permission from the Council.

14.2 **Conduct / Nuisance:**

14.2.1 The Tenant shall not to cause or permit any nuisance or annoyance to the Tenant of any other Plot (or neighbouring property outside the Allotment Site); or obstruct or encroach on any path or roadway set out by the Council for the use and Tenants are responsible for their safe use.

14.2.2 Tenants should adhere to published guidance issued by Council on matters relating to the Regulations as amended from time to time and notified to the Tenants.

14.2.3 Failure to adhere to the Equality Act 2010 may result termination of any Lease. This legislation applies to everyone, both in the public and private sector. It states that people are protected from discrimination based on the following protected characteristics: Age, Disability, Gender Reassignment, Marriage & Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex & Sexual Orientation.

14.2.4 The Tenant must not use (or allow to be used) the Allotment Plot for any illegal purpose and must keep the peace at all times.

14.2.5 The Tenant shall respect other individuals' rights to manage their plot and grow the produce they wish as long as it is within the Regulations, the Act, and the Lease.

14.2.6 The Tenant must not trespass or cause damage to other Tenants' plots or crops or take other Tenants' crops without that Tenants' prior permission.

14.2.7 If a Tenant behaves in a manner which causes fear, alarm or severe disruption to any person, the Tenant may be suspended on a precautionary basis removing access to the Allotment Site and Plot and shall be issued with a Final Warning Letter. In such a situation a Named Helper will be provided access to the Site and Plot with the sole purpose of maintaining the Plot in good condition. The Named Helper will not be eligible for Allotment Association membership but will be bound by these Regulations as a Tenant would be.

15 LANDLORD INSPECTIONS

- 15.1 The Council reserves the right for it, or any person acting on behalf of the Council, to enter the Plot on giving at least 24 hours' prior notice in writing to the Tenant to inspect the condition and state of repair of the Allotment Plot.
- 15.2 Tenants must ensure that their Allotment Plot is clearly marked with the designated Allotment Plot number and visible to the Council's inspector/auditor.

16 ENFORCEMENT

- 16.1 If, following the expiry of the period of 3 months beginning with the date on which the Lease commenced and following an initial inspection, the Tenant has failed to a material extent to comply with any provision of the Regulations, the Council or its appointed agent shall write to the Tenant setting out the reasons for the breach of the Regulations.
- 16.2 The Tenant can either:
 - 16.2.1 Rectify the breach to the satisfaction of the Council.
 - 16.2.2 Appeal this notice by making representations to the Council in writing or by email; or
 - 16.2.3 Relinquish the Allotment Plot.
- 16.3 If required, a follow up inspection will be carried out 21 days or thereafter following the initial inspection. 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 any proposed termination. If the breach of the Regulation has not been rectified to the reasonable satisfaction of the Council and the Council has rejected the Tenant's representations, the Council will proceed with the process of terminating the Lease.

17 TERMINATION

- 17.1 The Council or its appointed agent shall give the Tenant written notice of the termination in accordance with the provisions of section 126 of the Act and the Lease.
- 17.2 The notice period to vacate the Allotment Plot shall be at least one month.
- 17.3 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.
- 17.4 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.
- 17.5 Under such conditions there will be no Rent refund. When a Lease is terminated the Allotment Plot must be returned in good condition.
- 17.6 A Tenant can terminate their Lease at any time, however no refund of rent already paid will be made.

18 BOUNDARIES AND POSSESSION OF ALLOTMENT PLOTS

- 18.1 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 permission of the Council.
- 18.2 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.

19 CONTACT DETAILS

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

19.1.1 Neighbourhoods, Regeneration and Sustainability
Glasgow City Council
Food Growing Team
Eastgate
727 London Road
G40 3AQ
Email: glasgowfoodgrowing@glasgow.gov.uk

or such other contact details as publicised on the Council's website from time to time.

FOR AND ON BEHALF OF GLASGOW CITY COUNCIL

..... (Proper Officer of the Glasgow
City Council)

..... (Print Full Name)

..... (Witness)

..... (Print Witness' Full Name)

..... (Witness' Address)

.....

..... (at)