

# Culture and Communities Committee

10.00am, Tuesday, 15 June 2021

## Allotment Regulations

Executive/routine	
Wards	All
Council Commitments	<a href="#">44</a>

### 1. Recommendations

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- 1.1 It is recommended that Committee:
  - 1.1.1 Notes the consultation undertaken on the draft allotment regulations;
  - 1.1.2 Notes the feedback and analysis which resulted in the draft regulations being amended; and
  - 1.1.3 Approves the Allotment Regulations to regulate allotments managed by the City of Edinburgh Council.

**Paul Lawrence**

Executive Director of Place

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# Report

## Allotment Regulations

### 1. Executive Summary

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- 1.2 This report presents allotment regulations for approval.

### 2. Background

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- 2.1 The Community Empowerment (Scotland) Act 2015 (the “2015 Act”) came into force on 17 June 2015. The 2015 Act required that each local authority published allotment regulations pertaining to the cultivation, maintenance and inspection of allotments by 1 April 2020. The 2015 Act also required that public consultation takes place before the regulations are brought into force.
- 2.2 In [January 2020](#) Committee approved draft allotment regulations (Appendix 1) for consultation. These were drafted in accordance with the published guidance from the Scottish Government and include mandatory requirements covering allocation of allotments, rent, cultivation, maintenance, buildings and other structures that may be erected, the keeping of livestock and landlord inspections.

### 3. Main report

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- 3.1 The draft allotment regulations were prepared by officers in association with representatives from the Federation of Edinburgh District Allotments and Gardens Associations (FEDAGA) and Scottish Allotment Gardens (SAGs).
- 3.2 A period of public consultation to allow interested parties to comment on the draft allotment regulations ran from 18 February to 17 March 2020 and was available on-line and by request. All existing allotment holders and waiting list customers who had previously given approval for the Council to contact them were advised of the consultation exercise. The draft regulations and consultation were also advertised on the Council website and on allotment site notice boards.
- 3.3 There were 224 respondents to the consultation exercise, which focused on eight key questions:
- 3.3.1 The definition of terms;
  - 3.3.2 New allotment allocation methodology;

- 3.3.3 Rental fee paid in advance;
  - 3.3.4 Size of buildings on allotments plots;
  - 3.3.5 The keeping of livestock;
  - 3.3.6 Inspection procedures and levels of cultivation;
  - 3.3.7 Termination of leases; and
  - 3.3.8 Dispute arbitration.
- 3.4 Appendix 2 summarises the results from the consultation.
- 3.5 There was strong support for the methodology proposed for the allocation of new allotment sites, with 85% of respondents happy that half of all new allotment plots created go to people living within 1km of the site.
- 3.6 Allotment rental fees are traditionally paid in advance, at the start of each season. By arrangement rents can however be paid in quarterly or monthly instalments. 96% of responses received accepted this approach.
- 3.7 There was also strong support for plot building restrictions, no livestock, the process for inspecting allotment plots and for the Council to act as arbitrator when plot holder disputes occur.
- 3.8 The cultivation level of an allotment plot is used as a key measure to determine if an individual's allotment plot lease should continue. Poor cultivation gives rise to strong feelings and is a source of frustration for existing plot holders and allotment waiting list customers. The consultation exercise indicated that 88% favoured a requirement to have at least three quarters of an allotment plot under cultivation.
- 3.9 Appendix 3 details and categorises the open-ended responses received during the consultation exercise, and the actions subsequently taken. The 415 comments received prompted either a change to the draft regulations (amended) or no change. Changes resulting from the open-ended analysis were agreed with Legal Services and the Allotment Strategy Steering Group to ensure compliance with the 2015 Act.

## **4. Financial impact**

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- 4.1 There are no specific financial implications arising from this report. Consultation was undertaken using the Council's consultation hub and the costs associated with the process have been contained within existing resources.

## **5. Stakeholder/Community Impact**

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- 5.1 Allotment regulations ensure that responsibilities are clear and supports the delivery of safe, healthy and rewarding allotments. Allotments are recognised as a valuable resource for individuals and communities - encouraging a healthy lifestyle, creating social interaction and inclusion across ages, contributing to biodiversity, providing

low cost healthy food in a sustainable manner and building self-esteem and life-long learning.

## **6. Background reading/external references**

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- 6.1 Part 9 of the Community Empowerment (Scotland) Act 2015, <https://www2.gov.scot/Publications/2018/11/5648/downloads>.

## **7. Appendices**

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- 7.1 Appendix 1 - Draft Allotment Regulations.
- 7.2 Appendix 2 - New Allotment Regulations Consultation: Summary Report.
- 7.3 Appendix 3 - New Allotment Regulations Consultation: Open Ending Analysis.
- 7.4 Appendix 4 - Allotment Regulations.

**THE CITY OF EDINBURGH COUNCIL**  
**DRAFT ALLOTMENT REGULATIONS**

## **1 COMMENCEMENT**

- 1.1. These regulations (the “**Regulations**”) adopted by resolution of the City of Edinburgh Council (the “**Council**”) dated [INSERT DATE] relate to all Allotment Sites 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 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) “**Edinburgh Resident**” shall mean a person who is solely or mainly resident at premises the postal address of which is in the City of Edinburgh Council area;
  - (iv) “**Eligible Person**” shall mean an Edinburgh Resident aged 18 years or over, or any Third-Party Organisation;
  - (v) “**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;
  - (vi) “**Relevant Circumstances**” shall mean any illness, bereavement, injury or disability, or other extenuating circumstances;
  - (vii) “**Relevant Period**” shall mean 21 days;
  - (viii) “**Residence**” shall mean any residential property which is the sole or main residence of an Edinburgh 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) **“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;
  - (xii) **“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
  - (xiii) **“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.
- 2.2. References to “consent of the Council” or words to similar effect mean a consent 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 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 may be made:

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

Parks, Greenspace and Cemeteries  
Waverley Court  
4 East Market Street  
Edinburgh, EH8 8BG

Email: [allotments@edinburgh.gov.uk](mailto:allotments@edinburgh.gov.uk)

Phone: 0131 529 7916

or such other contact details as publicised by the Council from time to time.

- 4.2. Applications must include the applicant's:

- (i) name;
- (ii) address;
- (iii) date of birth;
- (iv) preferred Allotment Site(s);
- (v) preferred size of Allotment Plot;

and may include the applicant's:

- (vi) email address (if applicable); and
- (vii) 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

- (i) what has been requested; and
- (ii) the provisions of the 2015 Act.

- 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 may be removed from the Waiting List.
- 4.6. Tenants may make a request in writing to the Council to move Allotment Plot. In considering whether to allow a move to a different Allotment Plot the Council shall have regard 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 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 any Relevant Circumstances of the Tenant.
- 4.8. Where a new Allotment Site is established, the Allotment Plots within that Allotment Site ("New Allotment Plots") shall be allocated on the following basis:
  - (i) 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.
  - (ii) 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 one-kilometre radius of the entrance to the new Allotment Site will be given priority.
- 4.9. All Tenants are required to sign a Lease on terms provided by the Council at the start of their tenancy of the Allotment Plot.
- 4.10. Where a Tenant is no longer an Edinburgh Resident, the Council may terminate the Lease.
- 4.11. The Council shall allocate a maximum of one Allotment Plot per Residence.
- 4.12. Regulation 4.11 shall not affect Tenants who were allocated more than one Allotment Plot prior to the Commencement Date.

## 5 RENT

- 5.1. Unless otherwise agreed with the Council in writing rent shall be paid annually, and the Council shall issue an invoice on 18 January each year in this respect. Payment shall be due within 28 days of the date of the invoice. The Council shall set the levels of rent for each Allotment Site annually.
- 5.2. When determining the level of rent the Council shall take account of:
  - 5.2.1 the services provided by, or on behalf of, the Council to the Tenants of the Allotment Sites, including but not limited to site improvements, general repairs, and maintenance, utility charges, arboricultural and 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 leased 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 to the Council.
- 5.4. Concessions shall only apply where all Tenants of a joint tenancy are eligible for a concession.
- 5.5. Where a Tenant fails to pay rent within 28 days of the receipt of an invoice issued under regulation 5.1, the Council may recover the rent as landlords in the same manner as any other case of landlord and tenant and the Council 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 Council shall 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 Lease of an Allotment Plot, or sub-let their Allotment Plot without the prior consent of the Council.
- 6.2. 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.

- 6.3. Where there is a dispute between Tenants as to the allocation of land per Allotment Plot, the Council shall 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.

## **7 CULTIVATION OF ALLOTMENTS**

- 7.1. Excluding permitted buildings, structures and paths at least 75% of the Allotment Plot must be cultivated to the satisfaction of the Council.
- 7.2. Tenants are responsible for ensuring that weed growth is controlled and must ensure that weeds do not spread to neighbouring Allotment Plots.

## **8 SALE OF SURPLUS PRODUCE**

- 8.1. Tenants may sell produce grown by them on the Allotment Plot. 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 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
- 9.2. 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.
- 9.3. Tenants shall be responsible for ensuring that appropriate pest and disease control is carried out on their Allotment Plot.

## **10 MAINTENANCE OF ALLOTMENT SITES**

- 10.1. 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.
- 10.2. 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 is not transferable to any other person.

## 11 BUILDINGS OR STRUCTURES ON ALLOTMENT PLOTS

- 11.1. The erection of any structure on an Allotment Plot must have the prior written consent of the Council.
- 11.2. With regard to the measurements of structures on an Allotment Plot;
  - 11.2.1 a shed for storage shall not exceed width 2m x length 3m x height 2.4m;
  - 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 2m x length 3m x height 2.4m
- 11.3. The erection of any building or structure must be in accordance with planning legislation 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 Council. Any modification to an existing building or structure, other than as part of a regular repair, shall require the prior written consent of the Council.
- 11.4. Tenants are solely responsible for the safety and maintenance of any structure, including boundary fences, on their Allotment Plot.

## 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.
- 12.5. Tenants shall not kennel dogs or other animals overnight on the Allotment Plot.

### 13 THE KEEPING OF LIVESTOCK

- 13.1. Tenants shall not keep livestock (including poultry and other birds) on the Allotment Plot.
- 13.2. The keeping of bees shall not be permitted other than with the written consent of the Council. Any Council consent may be subject to conditions.

### 14 ACCEPTABLE USE

- 14.1. The following conditions apply to all Allotment Plots and Tenants:
  - 14.1.1 **Barbed Wire:** Tenants shall not have or use barbed wire on the Allotment Plot;
  - 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. Bonfires must never be left unattended. Tenants must give due consideration to other Tenants within the Allotment Site when choosing when and where to have a bonfire and such bonfires must not compromise any Allotment Plots on the Allotment Site .
  - 14.1.3 **Compost bins:** Where there is no Site Association rule for compost bins Tenants shall have no more than three compost bins on their Allotment Plot.
  - 14.1.4 **Fences:** 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 Council.
  - 14.1.5 **Fruit cages:** Tenants must not have more than one fruit cage on the Allotment Plot.
  - 14.1.6 **Sheds:** Where an Allotment Plot has a standard shed provided, Tenants must regularly maintain the shed and treat it with water-based preservative (that has been approved by the Council for organic use) in green, brown, or cedar.
  - 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. 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.
  - 14.1.8 **Organic:** If an Allotment Site has been designated as organic, Tenants of that site must not use herbicides, pesticides or fungicides in the cultivation of the Allotment Plot.

- 14.1.9 **Pathways:** Tenants shall not block or obstruct the access to the Allotment Site, nor any of the access paths within the Allotment Site.
- 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.
- 14.1.12 **Water:** Allotment Site water supplies must be used for the upkeep of the Allotment Plot. The Tenant should use water responsibly, and where possible, take measures to conserve water.

- 14.2. Tenants must also have regard to any Site Association rules that pertain to the relevant Allotment Site.

## 15 LANDLORD INSPECTIONS

- 15.1. The Council shall be entitled to inspect any Allotment Plot at any time without notice.

## 16 ENFORCEMENT

- 16.1. Where a Tenant is in breach of the Regulations, the Council may issue an enforcement letter to the Tenant, setting out the reasons for the breach (the "Enforcement Letter").
- 16.2. The Tenant must, within the Relevant Period of receiving an Enforcement Letter, either:
- 16.2.1 rectify the breach to the satisfaction of the Council; or
  - 16.2.2 provide an explanation of any Relevant Circumstances that justify the breach to the satisfaction of the Council.

- 16.3. If, at the end of the Relevant Period, the Tenant has not either:
- 16.3.1 rectified the breach to the satisfaction of the Council; or
  - 16.3.2 provided a suitable explanation of Relevant Circumstances to the satisfaction of the Council;
- the Council may issue a Final Warning Letter in accordance with regulation 17 of these Regulations.
- 16.4. If a Tenant receives three Enforcement Letters within a 12-month period, the Council shall issue a Final Warning Letter in accordance with regulation 17 of these Regulations.
- 16.5. Any information communicated to the Council to support a claim of Relevant Circumstances shall be dealt with confidentially and in accordance with applicable data protection legislation.

## 17 TERMINATION

- 17.1. One month prior to issuing a notice of termination, the Council shall write to the Tenant, informing them that the Council is proposing to give notice of termination (the "Final Warning Letter"), which shall include:
- 17.1.1 the reasons for this proposal to issue a Final Warning Letter; and
  - 17.1.2 where appropriate, the reasons for rejection by the Council of any previous explanation of Relevant Circumstances provided by the Tenant.
- 17.2. The Tenant shall then have the opportunity to make representations in writing to the Council in relation to the Final Warning Letter, including an explanation of any Relevant Circumstances that justifies any failure to rectify the breach, which the Council shall take account of in making any decision. Such representations must be submitted to the Council within one month of the date of the Final Warning Letter.
- 17.3. If at the end of one month following the issue of the Final Warning Letter, either:
- 17.3.1 the Tenant has rectified the breach to the satisfaction of the Council; or
  - 17.3.2 following consideration of the Tenant's representations, including any Relevant Circumstances, the Council no longer proposes that the Lease shall be terminated;

the Council shall write to the Tenant informing them of this.

- 17.4. If at the end of one month following the issue of the Final Warning Letter, either:
- 17.4.1 the breach has not been rectified to the satisfaction of the Council; or
  - 17.4.2 the Tenant has not provided an explanation of any Relevant Circumstances to the satisfaction of the Council;
- the Tenant shall be in breach of the Regulations and the Council may terminate the Lease 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.
- 17.5. A Tenant who is aggrieved by the Termination Letter may appeal to the sheriff within 21 days of the date of the Termination Letter.
- 17.6. The Termination Letter has no effect until:
- 17.6.1 the period within which an appeal may be made has elapsed without an appeal being made; or
  - 17.6.2 where such an appeal is made, the appeal is withdrawn or finally determined.
- 17.7. The decision of the sheriff on appeal is final.
- 17.8. Upon the termination of the lease, the Tenant shall remove, unless otherwise agreed with the Council, 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 Council, the Council may carry out relevant works and recover from the Tenant any expenses reasonably incurred in so doing.
- 17.9. Each Tenant is responsible for returning the keys to the Allotment Site to the Council at the end of their tenancy.

## 18 EXTREME CIRCUMSTANCES

- 18.1. 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.

**19 LIABILITY FOR LOSS OR DAMAGE TO PROPERTY**

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

**FOR AND ON BEHALF OF CITY OF EDINBURGH COUNCIL**

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

..... (Print Full Name)

..... (Witness)

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

..... (Witness' Address)

.....  
..... (at)

## New Allotment Regulations Consultation: Summary Report

This report was created on Friday 28 August 2020 at 15:51.

The consultation ran from 18/02/2020 to 27/03/2020.

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Any further comments	5

### Question 1: What is your email address?

#### *Email*

There were **208** responses to this part of the question.

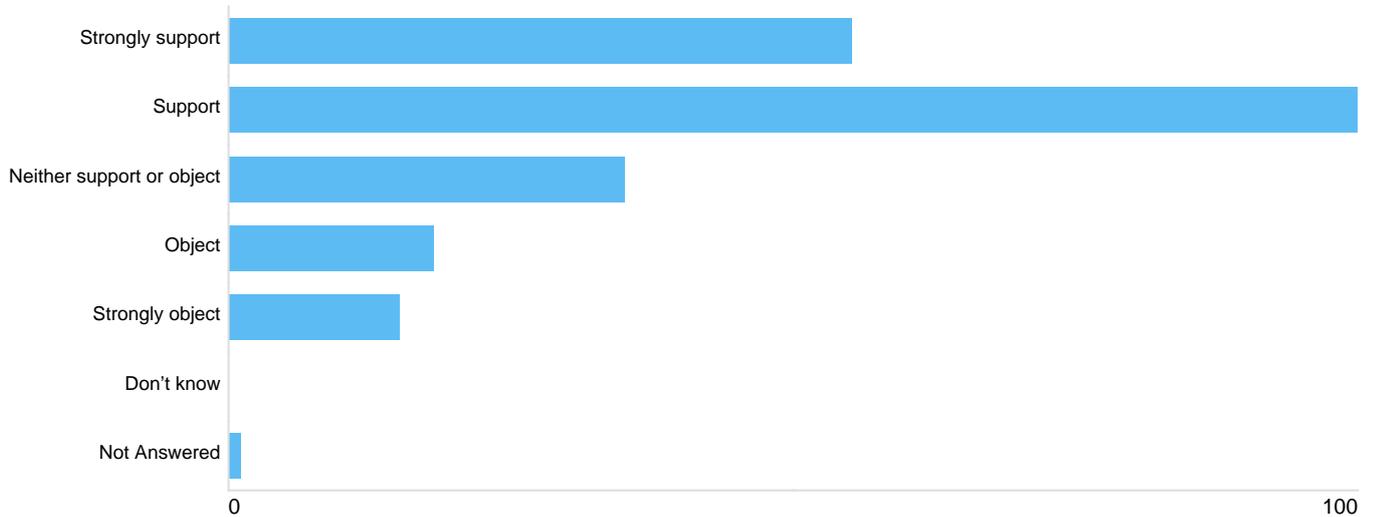
### Question 2: Do you have any concerns over the definitions presented? For example an 'Allotment Plot' shall mean any single area of land designated as an allotment plot by the Council within an Allotment Site.

#### *Definition Comments*

There were **173** responses to this part of the question.

**Question 3: To what extent do you support or oppose the allotment allocation method for new sites; plots are to be allocated on a first come basis and when practical at least 50% are offered to person living within 1km of the site?**

**Allocation**



Option	Total	Percent
Strongly support	55	24.55%
Support	100	44.64%
Neither support or object	35	15.62%
Object	18	8.04%
Strongly object	15	6.70%
Don't know	0	0%
Not Answered	1	0.45%

**Question 4: Are you happy to pay allotment plot rental in advance?**

**Rent**



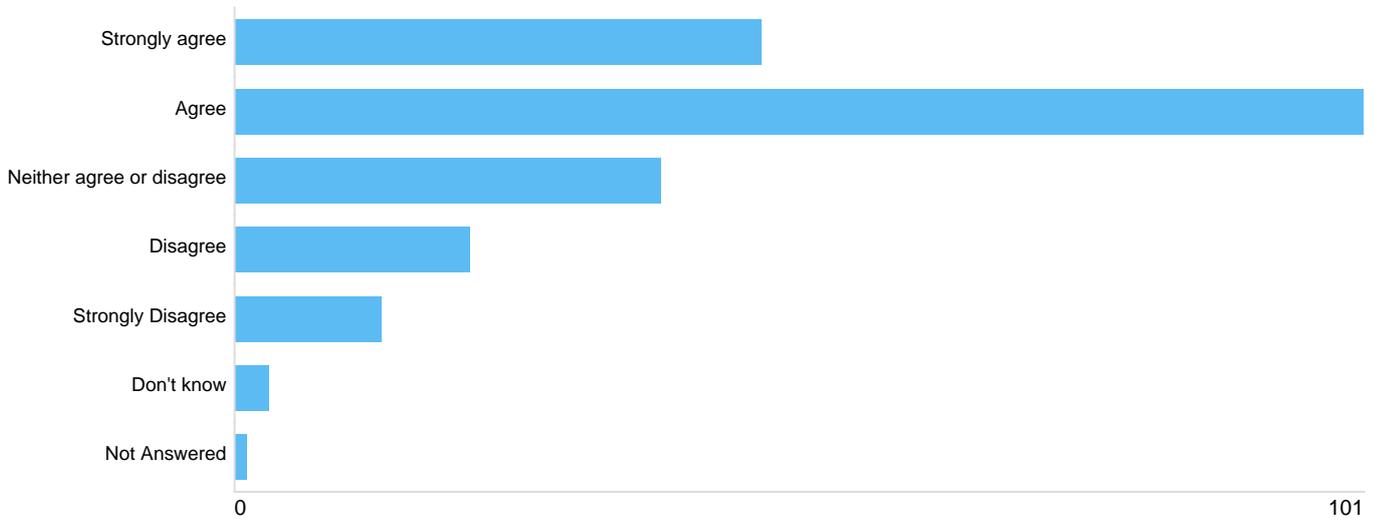
Option	Total	Percent
Yes	214	95.54%
No	9	4.02%
Not Answered	1	0.45%

**Rent Comments**

There were **39** responses to this part of the question.

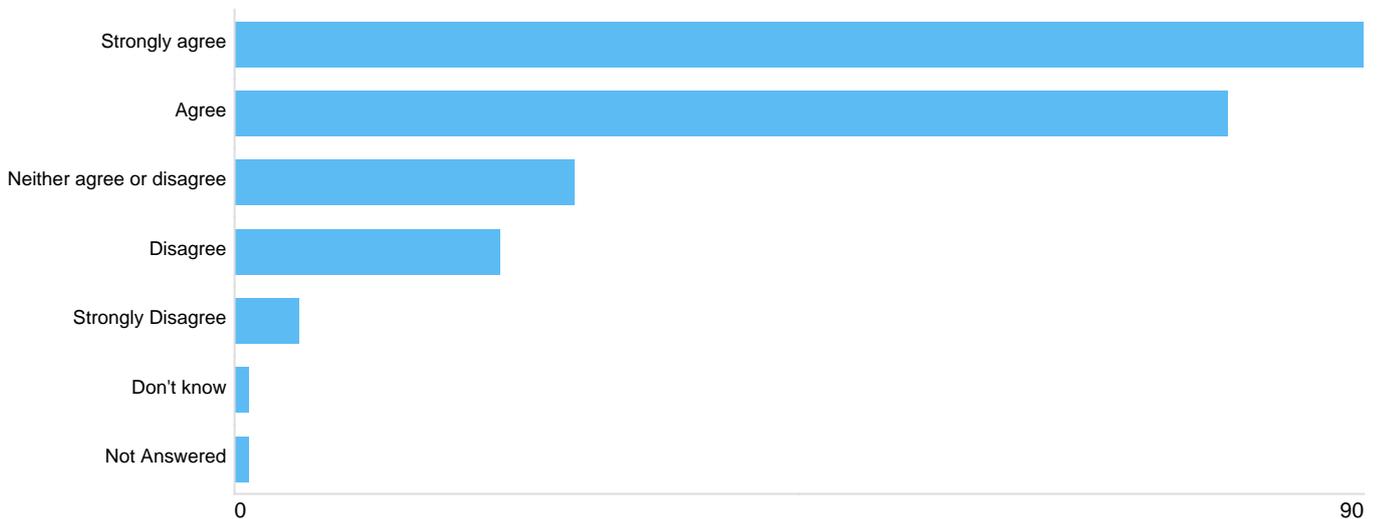
**Question 5: To what extent do you agree or disagree with the following:**

**Matrix - The restrictions on the size of new sheds, greenhouses and polytunnels?**



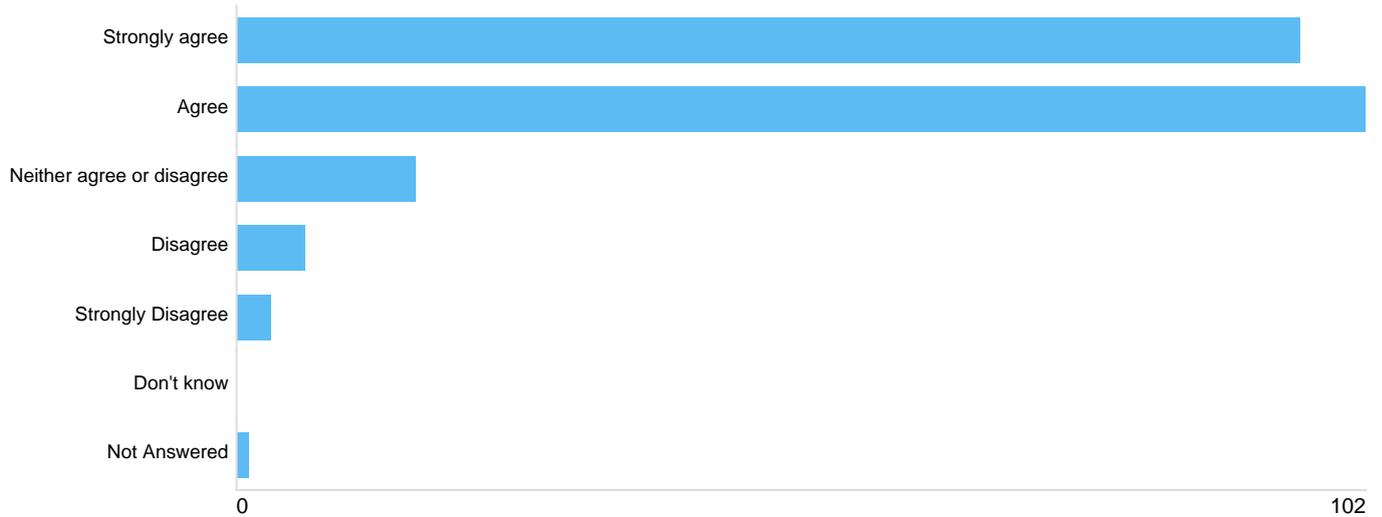
Option	Total	Percent
Strongly agree	47	20.98%
Agree	101	45.09%
Neither agree or disagree	38	16.96%
Disagree	21	9.38%
Strongly Disagree	13	5.80%
Don't know	3	1.34%
Not Answered	1	0.45%

**Matrix - Livestock should not be allowed on allotments.**



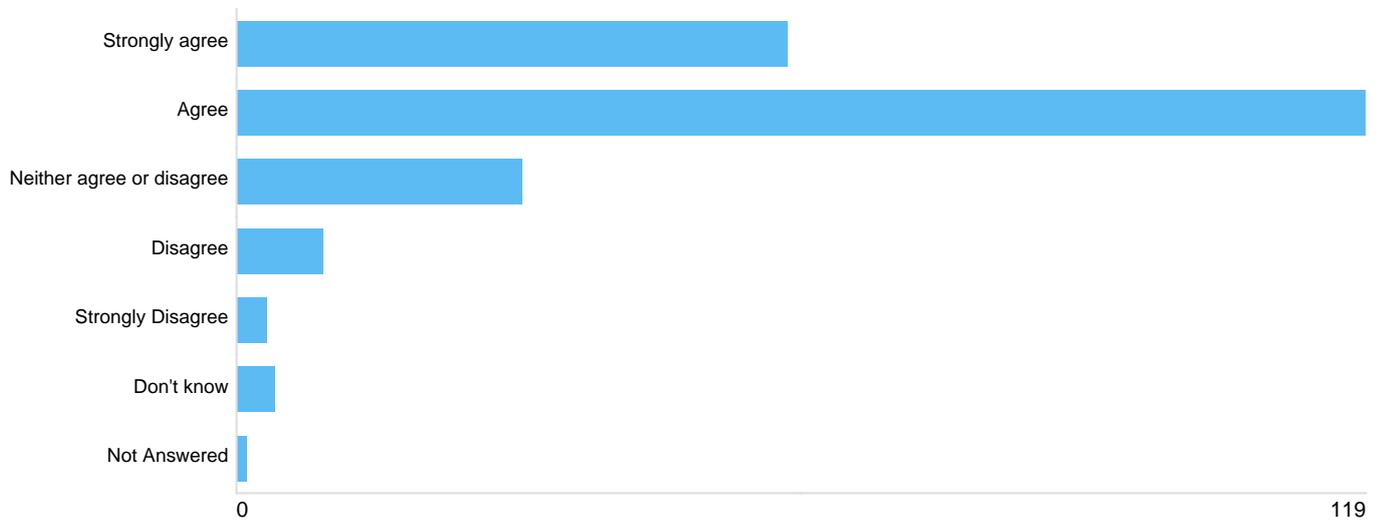
Option	Total	Percent
Strongly agree	90	40.18%
Agree	79	35.27%
Neither agree or disagree	27	12.05%
Disagree	21	9.38%
Strongly Disagree	5	2.23%
Don't know	1	0.45%
Not Answered	1	0.45%

**Matrix - The Council should be allowed to enter and inspect an allotment at any time.**



Option	Total	Percent
Strongly agree	96	42.86%
Agree	102	45.54%
Neither agree or disagree	16	7.14%
Disagree	6	2.68%
Strongly Disagree	3	1.34%
Don't know	0	0%
Not Answered	1	0.45%

**Matrix - The allotment enforcement and termination procedures**



Option	Total	Percent
Strongly agree	58	25.89%
Agree	119	53.12%
Neither agree or disagree	30	13.39%
Disagree	9	4.02%
Strongly Disagree	3	1.34%
Don't know	4	1.79%
Not Answered	1	0.45%

**Question 6: Are you happy for the Council to be the final arbitrator for allotment disputes?**

**Arbitrator**



Option	Total	Percent
Yes	199	88.84%
No	23	10.27%
Not Answered	2	0.89%

**Question 7: Do you agree that an allotment should be at least 75% cultivated?**

**cultivation**



Option	Total	Percent
Yes	197	87.95%
No	25	11.16%
Not Answered	2	0.89%

**Percentage**

There were 36 responses to this part of the question.

**Question 8: Do you have any concerns on the Acceptable Use Restrictions?**

**Acceptable Use Restrictions**

There were 148 responses to this part of the question.

**Question 9: Please write any further comments in the box below.**

**Any further comments**

There were 108 responses to this part of the question.

## New Allotment Regulations Consultation: Open Ending Analysis

Ref	Comments received	Category	Action taken
d1	1. How is behaviour of other tenants (not allotment tenants) covered by the regulations.	Behaviour	1. Amended. 1.14.1.7 Amended to include invited guests.
d2	1. No definition of Commencement Date.	Commencement date	1. No change -The commencement date will be the day after Committee approves the new regulations - currently set for June 2021.
d3	1. There is no definition for who the council representative is, for example who does the plot holder contact to request permission to erect a shed 2. The process of termination would be clearer if it is also shown as a flow diagram. 3. The one km in section 4.8 should be a definition, in case it changes in future.	Council Representative, Warnings	1. No change. 4.1 provides contact details and should be used to contact the Council on all allotment matters. 2. No change. A flow diagram for termination will be developed and added to the Council's web-site. 3. Amended. Change to 2km.
d4	1. The definition of relevant circumstances does not seem to fit well with the use of this phrase in para 4.2 (application for a plot). The examples given are all reasons for failure to take action not positive reasons why an application should succeed.	Definition	1. No change. Relevant circumstances provided are used to ensure an applicant is offered an allotment which meets their needs.
d5	1. I would have included any Edinburgh Council Tax payer as an Eligible Person, which might be easier to check for many than proving whether they were or were not resident in any particular year. 2. Tenant does not include the concept of Eligible Person, so I conclude that not all tenants (if multiple) need be Residents. Presumably if there is a group to go on the waiting list only one need be eligible 3. I know that not all tenants on our site are residents. Some were but have moved out and have retained their plots. Will they be grandfathered like those with more than one plot or thrown off? If the latter, then that is possibly inequitable between the 2 categories. The wording says that the council may terminate their lease, which is rather vague.	Eligibility	1. No change. 2. Amended. "Eligible" added to Tenant definition. 3. No change. It is rare than an individual will move outwith Edinburgh and continue with a lease.
d6	1. Yes. The legal team might have done a better job discussing this face to face with the allotment team. Residence ( 4.11) inappropriate to discriminate those in houses of multiple occupancy. 2. Weed - what is a weed to some is not to others. 3. Structure - Is the definition a hut, greenhouse or poly tunnel only. It need to be clear. Cold frames - Are they structures. The allotment officer applies the 106 year old rules with appropriate discretion and sense but he will retire and it ALL needs clarified. AN OVERZEALOUS FUTURE ALLOTMENT OFFICER OR AN OVERZEALOUS COUNCIL COULD BE UNREASONABLE AS COULD AN UNREASONABLE PLOTHOLDER. BETTER DEFINITIONS WOULD SIMPLIFY THE FUTURE FOR ALL SIDES. 4. Compost bins. Not all are "dalek" style ones. Many much bigger and different sizes.	Eligibility, Structures definition, Weeds	1. No change. Full consultation undertaken at all stages with FEDADA and SAGS. 2. No change. 3. No change. 4. Amended. Compost bin number removed.
d7	1. The geographical distance stipulated between residence and allotment is too restrictive. 2. The stipulation that all "structures" must be removed by a leaving tenant should be negotiable with the new tenant. 3. The occasional hedge and non-fruit tree are good for nesting birds and shelter, as long as they are kept under control in terms of height and depth so as not to cause excessive shade or take up too much space, and there are no complaints from allotment neighbours. 4. I suggest that an additional stipulation should be that no food waste is added to compost, as that encourages foxes and rodents.	Eligibility, Structures, Hedges	1. Amended. Change to 2km. 2. No change covering within 17.8. 3. No change. 4. Amended. Redefined as fruit and vegetable waste. 4.14.1.3 Amended to include Materials composted should not attract vermin.
d8	1. Yes, I think it is essential to maintain the definition of a full plot or a half plot.	Full and Half Plot	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d9	1. 1. 2 INTERPRETATION (v) Insert 'and' after Allotment Plot	Grammar/syntax	1. Amended. 'and' added.
d10	This definition seems OK. 1. Is there a policy on how many plots are halved on a site?	Plots	1. No change. Research indicates that more half plots are in demand.
d11	1. Concerned if a plot were given to an organisation.	Organisations	1. No change. Only schools, charities and Edinburgh Leisure are recognised organisation to hold an allotment.
d12	1. Should there be an inclusion of the pathways?	Pathways	1. No change. 10.1 requires Tenants to be responsible for paths that are adjacent to their plot.
d13	1. Lack of council support for control of pests such as rabbits and rats seems to be absent. Rest is reasonable and fair.	Pest Control	1. No change. While the Council can provide pest control support it is a Tenant's responsibility to control pests on their plot.
d14	Yes, define 'Sheriff' - used in Termination section	Sheriff definition	1.No change. Definition for 'Sheriff' widely recognised.

d15	<p>1. 'Allotment Plot' - defining this as a single area means that it will no longer be possible to offer residents who ask for a whole plot two half plots as an acceptable substitute. This along with (4.5) will place pressure on the Council to divide vacant plots in two and make the waiting list longer for full plots, in the hopes that people will accept what they can get. We would prefer this to be changed to allow full plots to be made up of multiple areas and/or to require the waiting time for full plots not to greatly exceed the one for half plots. Also, we would like to see definitions for plot sizes, as we can't always tell what size the plots on our site are.</p> <p>2. 'Third Party Organisation' - It isn't clear what this means, and we suspect it is a mistake for third sector organisation. If it's not a mistake, it needs to be clearer about who can hold an allotment on behalf of others. Maybe there are valid non-charity cases - it might be intended for carers of people who can't look after their own affairs, for instance. The phrase would allow, for instance, RBS to apply for a garden for their staff to use. We don't feel this is an appropriate use of plots.</p> <p>3. 'Eligible Person' - We note that this treats 'third party organisations' as quasi-residents, applying the same rules. We are broadly supportive of third sector organisations who have plots for community benefit as long as they don't become so common they increase the waiting times for the residents we primarily represent. However, parity here doesn't seem workable. Third sector organisations generally need plots at the same time as they have grants to use them, but the regulations have them wait years. We don't have a solution to this problem.</p>	Plot definition, third party definition, eligible person definition	<p>1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.</p> <p>2. Amended. Definition updated.</p> <p>3. No change.</p>
d16	1. The allotment size should be the full size as required by law, not the Council.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d17	1. I am concerned that parcels of land too small to be of much use will be offered to people as an 'allotment'.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d18	1. No size is specified in defining "a plot".	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d19	1. That the size has not been defined, even a minimum size would be good	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d20	1. The size of a plot or single area of land, a full plot should be 10 X 20 mtr. = 200 sq m. Give or take just a few mtr.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d21	1. A bit more precision about the size of allotments might be helpful - for example the difference between a half and full plot isn't entirely clear when wandering around my site.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d22	1. Does this mean the standard full or half allotment plot size or are sizes going to change?	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d23	1. Yes, I think this is too vague, and some approx sizes must be specified	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d24	<p>1. Yes I have some real concerns here. I do not agree with this definition at all. I think an allotment plot should remain what it is defined in legislation as a bit of land 6m x 22m. Or a full sized plot in other words. I am concerned that if the Council is allowed to relax the definition that full sized plots may disappear and no longer be available and I think they always should be available for people that want them.</p> <p>2. Fair enough if the Council wants to offer half plots. Some people might actually prefer one. But it should be called a half plot and not a plot. For one thing, there is the pricing aspect. If you have a half plot you should pay half price.</p>	Size	<p>1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.</p> <p>2. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.</p>
d25	<p>1. In light of existing provision, it is necessary to define a little more specifically and add definitions of half plot and quarter plot. For example, a (full) plot may be sized between x and y square metres. A half plot is sized between (half of x and y) square metres. A quarter plot is between (a quarter of x and y) square metres.</p> <p>2. 'Eligible person' status should go beyond simply being added onto the waiting list. It should be a requirement for allocation and annual renewal. Ceasing to be an Eligible Person should also be grounds for terminating the lease within a set period after the loss of Eligible Person status.</p>	Size	<p>1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.</p> <p>2. Amended. Definition updated however no resource to check eligibility status annually.</p>
d26	1. As long as it's not a postage stamp	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d27	1. I think sizes of plots should be stated.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d28	<p>1. Yes I do have a concern, the applicant should be offered, in the first instance a plot of 250sqm. If that is too big then the applicant should have the choice to go to a smaller plot.</p> <p>The Council, under the CEB, must have available plots of 250sqm if required by the applicant</p>	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d29	1. No strong concerns but I wonder whether it should have a minimum and maximum size - it seems to be too wide and open to interpretation. A large plot or tiny space could equally be a plot. This could cause problems	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d30	1. There needs to be some indication of plot size given.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d31	In the past an allotment plot had an area definition. This could be looked at. To some a full allotment is too large but 1/2 or 1/4 allotment should have an area attached to it so that people know what they are taking on.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d32	1. There was at one time a model standard for a "plot" which I understand was 100 feet by 22 feet, and was designated as the amount of land required to feed a family of four for a year. I have such an area which is referred to as a "full plot". Many of the original full plots on our site are subdivided and are known as "half plots". In some cases, the full plot may even have been split in three or four. Provided that this does not result in a proliferation of sheds and compost heaps etc, then subdivision allows more people to enjoy the beneficial experience of cultivation, and allows others for whom a full plot is too much of a burden, to relinquish part of their plot. With regard to the definition, the Model standard plot is probably less relevant than it was say ninety years ago, but the definition in the draft Regulations is somewhat simplistic giving the same status to sundry sizes of plots	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.

d33	1. The various sizes of Allotment Plots should be specified. Otherwise the Council could reduce the size of plots and we could end up with only tiny plots being available.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d34	1. The size of the plot(s) must be defined; full size=? Half plot=? Quarter plot=? The Community Empowerment Act states that a full sized plot = 250sq m	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d35	1. I am concerned by this proposed new definition of an Allotment Plot, as this new definition would allow the Council to decide that any piece of land of any size e.g a single Raised Bed is an Allotment, which clearly it would not be. This situation would be highly unsatisfactory. I would therefore strongly advise that the current definition of an allotment plot that is given in the Allotment Acts to date, which is that a full plot = a bit of land roughly 6m x 22m or thereabouts, which is potentially sufficient to provide food for a family of four, is retained and implemented in the new Regulations..	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d36	1. In law the size of an allotment plot is recognised to be 200 - 250 square metres (see Community Empowerment Act). I am concerned any old patch of land will now become "an allotment".	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d37	1. Yes. Area of land per plot should be defined. Otherwise, a small raised bed could be an allotment.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015.
d38	1. I am concerned that the option to start with a smaller plot and if successful move to a larger one appears to have been lost. There is a shortage of allotments-this should be addressed by making more sites, not dividing plots to smaller and smaller sizes-except when ploholders wish.	Size	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015. Moving between plot sizes is however addressed as an operational matter through a request process.
d39	1. Yes, I am concerned the lack of clarity as to what size a plot is will have repercussions. The charging policy distinguishes between full plots, half plots and raised beds therefore the regulations should too, especially as there is a requirement in the CEA2015 that people are entitled to a 250m2 plot. Will 250m2 plots command a premium price, given most plots are only 200m2? If you stick with this definition then pricing should be according to square meterage of the plot.  •Missing definitions: 2. Residence (4.11). It would be unfair to exclude the less well-off who may reside in houses of multiple occupancy. 3. Paths – the regulation needs to separately define paths within plots and paths adjacent to plots– as this could significantly affect what constitutes %cultivated. Perhaps define as Access Paths and in-plot paths. Also, what do you mean by pathway in 14.1? 4. Livestock – examples under 13 are not sufficient to clarify meaning. Do you mean by livestock the rearing of animals and birds for produce purposes? Weed 5. Structure – do you mean a building? If not, then you need to state what is included as a structure, and then be clear what applies to buildings and what does not. A bean frame is a structure, but I don't think the same rules need to apply. 6. Compost bin – must be defined if you are going to insist on no more than 3! 7. Fruit cage –does this include/exclude temporary solutions or just refer to permanent structures? 8. Raised bed – I think it would be better NOT to count these as plots.  On a positive note, I am pleased to see the site association defined as representing the tenants. But, you can't have it both ways, so under this definition you will need to amend 6.3, as under this definition the Site Association won't be able to act on behalf of the council.	Size, Eligibility, Path definition, Structure definition, Raised beds	1. No change. Allotment definition provided within section 9 of Community Empowerment (Scotland) Act 2015. A change to charging on a per m2 would be a policy decision by the Council and not part of the Regulations.  2. No change. Discounts rates are available. Charges set to cover the cost of the service.  3. No change. Paths within plots are part of the cultivation percentage when being assessed.  4. No change, it is clear that no livestock are permitted.  5. Amended. 11 Change to Sheds, Glasshouses and Polytunnels.  6. Amended. Compost bin number removed.  7. No change. Fruit cages are not considered a permanent structure.  8. No change. see 1 above.
d40	Why include a definition for a 'third party organisation'	Third Party	1. Amended. Definition changed to 'third sector organisation'.
a1	1. I would like to see an additional point that allotment users must not enter anyone else's plot unless invited.  2. I'm not clear on the restriction for just one fruit cage as there maybe more then one area of fruit bushes on a plot.	Access, Fruit cage	1. No change. See 14.1.7.  2. Amended. Definition updated.
a2	1. We need an arbitration service as a last resort in disputes.	Arbitration	1. No change. The Council has a recognised dispute mechanism ending with the Local Government Ombudsman.
a3	Ferry Road allotments. 1. Definitely no barbed wire inside the perimeter fence.  2. I would like more freedom on when I can burn stuff. Perhaps each night after the crematorium closes, rather than just at weekends.  3. Severe restrictions on any concrete use. Possibly only on small foundations to any buildings.  4. Fences only within acceptable height restrictions.  5. Fruit cages. These should be kept to similar dimensions to other structures. i.e. polytunnels, greenhouses and huts.  6. I would like the site to be organic, with all the ploholders made aware of this.  7. Any plot holder who causes a nuisance should be warned not to, on risk of termination of lease.	Barbed wire, bonfire, concrete, fruit cages, organic, behaviour	1. No change. Covered within 14.1.1.  2. No change. Local restriction apply.  3. No change. Covered through approval for structures and buildings.  4. No change. Council can request removal if they do not meet aesthetic/safety requirements.  5. No change.  6. No change. Policy decision to be agreed with all site tenants.  7. No change. Covered within the termination procedure.
a4	1. There should be no barbed wire around allotment plots	Barbed wire	1. No change. See 14.1.1.

a5	<p>1. Barbed wire should not be allowed.</p> <p>2. The lighting of bonfires should not be allowed if a plotholder down wind is present and objects.</p> <p>3. Composting on plot should be encouraged but should be limited to say 3 x 600 litre plastic bins or a wooden structure with similar dimensions.</p> <p>4. Concrete/paved areas allow versatility for example for troughs of herbs.</p> <p>5. Fruit cages should be prohibited.</p> <p>6. Plotholders should have regard to behaving in a responsible way.</p> <p>7. Whether a plotholder wishes to cultivate organically, should be decided at the time of allocation. While one would hope that everyone would cultivate responsibly, keeping weed killers to a minimum, "organic " plotholders should not dictate the cultivation methods of their neighbour.</p> <p>8. The Council should inspect and warn plotholders where they see an accumulation of rubbish and should encourage deposition in trade bins.</p> <p>9. While the Council should allow fruit trees, they should intervene where a plotholder plants too many and where the height gets out of control.</p> <p>10. The water supply is for the site, it should not be used for example for the personal washing of cars at the site or for the filling of reservoir tanks in camper vans.</p>	<p>Barbed wire, bonfires, composting, fruit cages, concrete, organic, warning, tree height, water</p>	<p>1. No change. See 14.1.1</p> <p>2. No change. See 14.1.2.</p> <p>3. Amended. Definition updated</p> <p>4. No change.</p> <p>5. No change.</p> <p>6. No change. See 14.1.7.</p> <p>7. No change. See 14.1.7.</p> <p>8. No change. See 16 Enforcement.</p> <p>9. No change. See 14.1.11.</p> <p>10. No change. See 14.1.12.</p>
a6	<p>1. I couldn't find this section but agree there should be no barbed wire or concrete, nuisance of course and rubbish should be taken away or placed in any provided bin which needs to be emptied before it is overflowing.</p> <p>2. I am in very much in favour of organic but don't know how it would be possible to enforce a rule banning weed killers etc.</p> <p>3. I don't know what the rules are about trees or water.</p> <p>4. I would love a communal supply of compost but I can understand the problem of managing it in order for it to be useful.</p>	<p>Barbed wire, concrete, waste, organic, compost</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change.</p> <p>4. No change.</p>
a7	<p>1. My understanding was that barbed wire is allowed at the top of the fences although I think having had several breaches of the fence at Bridgend this is of no effect anyway.</p> <p>2. Where is the Council's responsibilities set out - for example coming and repairing the fence immediately, having adequate and working locks.</p> <p>3. You should add to the section on bonfires that plastics should not be burned and also that people should consider neighbours to the allotment site.</p> <p>4. I don't know why only one fruit cage is allowed - having structures on a plot should be allowed if they do not cause shade.</p> <p>5. I think that sheds should be able to be painted in any colour and as long as it is a garden paint I don't see why it has to be specified.</p> <p>6. Mention should be made of people who are not tenants - there are many people at Bridgend connected with the School, Horticultural Society and Bridgend Growing Communities and they should observe these regulations. People should not go onto another plot unless they have the consent of the tenant.</p> <p>7. There are many communal areas at Bridgend - I think it should be included in the Regulations that tenants have a responsibility to help to maintain the overall site.</p> <p>8. I think people should be allowed to bring chickens to site - one tenant has them and said they could clean up the site. We have wild pheasants anyway.</p> <p>9. You should include that people should not discard their waste and old plants elsewhere on the site. (This has happened at Bridgend).</p>	<p>Barbed wire, Bonfires, Fruit cage, shed, behaviour, Communal areas</p>	<p>1. No change.</p> <p>2. No change. Repairs to fencing are subject to resources being available.</p> <p>3. No change included with 14.1.2.</p> <p>4. Amended.</p> <p>5. Amended. Black added to colour list.</p> <p>6. Amended. 14.1.7 changed to reflect guests.</p> <p>7. No change. Communal areas remain a site responsibility.</p> <p>8. No change. Allotments are for the production of fruit and vegetables &amp; bees as pollinators are allow through permission.</p>
a8	<p>1. No bees. That could present problems for children, the elderly, etc.</p>	<p>Bees</p>	<p>1. No change. Bee keeping will be permitted provide conditions are met which include registration with Bee Keeper Association.</p>
a9	<p>1. I think bee keeping should be actively encouraged.</p>	<p>Bees</p>	<p>1. No change. Bee keeping will be permitted provide conditions are met which include registration with Bee Keeper Association.</p>
a10	<p>1. I think there should be a new clause limiting use of the allotment to growing produce and social engagement.</p> <p>2. There should be a limitation on use for all other purposes; such as the flying of flags for any purpose including political, drinking parties (which could leave a mess and cause a nuisance to local residents) and any other activities at the councils discretion that are seen as unsocial, political or unwelcome either to the allotment holders or local residents.</p>	<p>Behaviour</p>	<p>1. Amended. 2.1(i) updated to include growing fruit &amp; vegetables</p> <p>2. Amended 14.1.13 updated to cover flags etc.</p>
a11	<p>1. I am strongly against people who set bonfires under supervision. As it can cause severe damage to plot holders property.</p>	<p>Bonfire</p>	<p>1. Amended see 14.1.2</p>
a12	<p>1. All organic material can be composted so nobody should be having any fires - they anti-social and usually the people having the fire are least bothered by them or have left the site. All fires should be banned.</p> <p>2. Low fences to keep the site rabbit proof are necessary on some sites.</p>	<p>Bonfire</p>	<p>1. Amended. See 14.1.2 amended.</p> <p>2. No change. It remains a tenant's responsibility to ensure their allotment is suitability secure from vermin.</p>
a13	<p>1. If you damage anything you should replace. We have had a fire from a friend of an allotmenteeer nit present. That should cost something.</p>	<p>Bonfire</p>	<p>Amended. See 14.1.2.</p>

a14	1. Bonfires will be necessary for some compostable material at certain times of year, especially with the restrictions on the number of compost bins which require time for material to compost.	Bonfire	Amended. See 14.1.2.
a15	1. I don't see any harm in being able to burn twigs, dried weeds, dry grass or tough stalks even though strictly speaking they could be composted. If I didn't burn those things I'd have no room to move and my compost bins aren't big enough to put everything in.	Bonfire	Amended. See 14.1.2.
a16	<p>1. Yes. Clear acceptable use restrictions are very important to us as an Association because they back us up in our discussions with Tenants when matters arise on site. As stated, the regulations implicitly permit the burning of plastic, rubbish, treated wood, and other toxic waste as long as it is done when it is not a nuisance to other Tenants. (14.1.2) allows the burning of any materials that cannot be composted, but these cause such environmental damage that they should not be allowed. It would also be useful to allow Tenants to burn pernicious weeds and diseased plants, once dried, even though these will compost. In our experience Tenants are rightly reluctant to use compost made from these materials.</p> <p>2. It would be better to be more explicit about e.g. the acceptable maximum height and width of a fence or hedge (cf. 14.1.5) so that Tenants can guess whether the Council would find theirs acceptable, as they often put substantial time and sometimes money into adding them.</p> <p>3. Tenants sometimes cause a nuisance for adjacent residents (i.e. householders). We think it would be as well to extend (14.1.7) to cover them.</p> <p>4. We think it would be as well to include a rule that tenants must deal with weeds on their own plots unless the Site Association has made communal arrangements. In particular, they should neither dump them in other parts of the Allotment Site nor put them in landfill bins, whether that is on site or elsewhere. Some tenants struggle to understand why we object to these practices.</p> <p>5. (14.1.11) about non-fruit trees is reasonable, but may require a "grandfather" clause for plotholders who already have such trees and would struggle to take them out.</p> <p>6. It would be better to specify the maximum percentage of the plot or maximum area that can be within fruit cages (14.1.5) than to require everyone to move their fruit bushes into one location so they can cover them with one cage.</p> <p>7. We do not understand the restriction to 3 compost bins (14.1.3), especially as they do not come in a standard size. Although 3 is often enough for compost, we have members who use additional ones for manure and leaf mould, and others with built structures for composting that are much larger than 3 bins put together. We are not convinced the restrictions need a rule for this.</p>	Bonfire, fencing, behaviour, weeds	<p>1. Amended. See 1. 14.1.2 organic materials only arise from the allotment plot.</p> <p>2. No change.</p> <p>3. Amended. See 14.1.7 Amended.</p> <p>4. No change. See 7.2.</p> <p>5. No change.</p> <p>6. Amended. See 14.1.5 size added.</p> <p>7. Amended. See 14.1.3 number removed.</p>
a17	<p>1. Bonfires require paper or kindling to get started and this would need to be brought in from outside the allotment. Doing this is environmentally preferable to using an accelerant.</p> <p>2. I see no need for restrictions on fruit cages or composting</p> <p>3. Having experienced aggressive and threatening behaviour in the past that was allowed to continue for far too long, this section needs to be stronger. Eg behaviour to be reported, process for investigating and time frame.</p>	Bonfire, Fruit cages, composting, behaviour	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change.</p>
a18	<p>1. The section on bonfires (14.1.2) should contain an exception for barbecues or similar cooking fires, provided these are of a suitable size and managed appropriately.</p> <p>2. The section on trees (14.1.11) should allow the cultivation of small trees and shrubs for ornamental purposes, the production of craft materials, or the enhancement of biodiversity, subject to similar restrictions as to fruit trees.</p>	Bonfire, trees & shrubs	<p>1. No change.</p> <p>2. No change.</p>
a19	<p>Yes, I have concerns and suggestion for improvement.</p> <p>1. 14.1.2 Bonfires – Tenants must also give due consideration to neighbours in the local community</p> <p>2. 14.1.3 I strongly object to this and don't see why it is for the council to dictate. Organic growers rely on composting for cultivation. Composting should be encouraged as it has wider society benefits as well as cultivation benefits to the plotholder and benefits to biodiversity, so there should be NO LIMIT. As proposed it also discriminates against those with whole plots who will naturally need more compost for cultivation reason.</p> <p>3. 14.1.4 What about dead-hedges, which foster wildlife and encourage biodiversity? (Incidentally, I am amazed the degree to which biodiversity is ignored throughout these regulations, given its wider social and environmental importance.)</p> <p>4. 14.1.5 As proposed stipulating one fruit cage discriminates against those with whole plot, and those who prefer to grow more fruit. Also, how is fruit cage defined? I don't think it is for the council to dictate how people cultivate to this extent.</p> <p>5. 14.1.6 Wording could be improved for better clarity. 'On sites where sheds are provided on plots....</p> <p>6. 14.1.10 Wording could be improved for better clarity. Issue is not one of 'Materials', but of people using their plot for STORAGE of Materials.</p> <p>7. 14.1.11 Tree – so we can't grow crops like willow for basketmaking, or hazel coppiced for making support poles? Also, I think the diameter limit in the old rules should be included here.</p> <p>8. 14.1.12 Wording could be improved for better clarity the regulation could be put stated more forcibly - ...'water supplies must ONLY be used for the upkeep of allotment plots. The Tenant MUST use water responsibly...'</p>	Bonfire, compost, fruit cage, grammar, behaviour	<p>1. Definition amended.</p> <p>2. Definition amended.</p> <p>3. Hedges added to title.</p> <p>4. Max. size added.</p> <p>5. 1.14.1.6 amended.</p> <p>6. Definition 14.1.10 amended for clarity.</p> <p>7. No change.</p> <p>8. Amended.</p>

a20	<p>1. For bonfires, I would outlaw the burning of non-organic materials (such as plastics or other synthetic materials), as these produce toxic and objectionable smoke.</p> <p>2. I don't really understand why a plot holder should not be allowed more than 1 fruit cage (this doesn't apply to me, I just question the principle), since some people may want to grow a lot of fruit. I have a brassica cage (to prevent pigeon attacks on large brassicae such as sprouts and sprouting broccoli). Would I be prevented having a fruit cage, if I wanted one, or more vegetable cages? What would be the difference between a fruit or a vegetable cage?</p> <p>3. Re organics; I think people should who use non-organic pest or disease control should be prohibited from allowing such to go onto any neighbouring plot (eg, ensure any spraying in windless weather and don't spray any boundary areas between plots). Section 9.3 says that people must use any 'appropriate' pest and disease control. I think it should be made clear that no plotholder should be required to use any non-organic method of control.</p> <p>4. Re huts: why is their colour to be restricted? I only use green myself, but would not have any objection to others having brightly-coloured or decorated huts.</p> <p>5. The rules about dogs say they need to be controlled, but I think this should be strengthened to say they should be on a lead at all times. A plot-holder may believe that their dog would not stray beyond the boundaries of their plot, but, without being on a lead, they could not ensure this.</p>	Bonfire, Fruit cage, Inorganic, Sheds, Pets	<p>1. Amended.</p> <p>2 Amended.</p> <p>3. No change.</p> <p>4. Colour black added.</p> <p>5. No change following national guidance.</p>
a21	<p>1. Bonfires are necessary but the plotholder should also consider the neighbours outside the allotment fence.</p> <p>2. Trees should be of up to 6 foot high and bought of stock that limits to that height or less. The plotholder should be able to show to the Council Allotment officer the specification of the tree if bought from a supplier.</p> <p>3. Fruit cages. There seems a prejudice against them. It is unnecessary to restrict them. Why? Are they ugly - no. Do they improve yield - yes. And is that Council Food Strategy Policy - I suspect yes. Do they cause lots of shade for the neighbours - no. I want to have several fruit cages as I want to grow lots of fruit so is this an unreasonable restriction - yes.</p> <p>4. Composting. A large plot produces lots of compost that needs rotating so extra bins. I have an invasive weed - Equacetum - coming in from outside the perimeter fence so keep the compost from the weedy part separate. NO ONE BUYS A COMPOST BIN</p>	Bonfire, trees, fruit cages, compost	<p>1. Amended.</p> <p>2. Amended, new fruit tree to be on dwarf stock only.</p> <p>3. Amended.</p> <p>4. Amended.</p>
a22	<p>1. I don't agree for building big vegetable cages.</p>	Cages	<p>1. Amended</p>
a23	<p>1. The restriction on compost bin is not great as green waste can take 6-9 months to rot down properly!</p>	Compost	<p>1. Amended</p>
a24	<p>1. No, I think this is fine although I am not sure there is a need to have a restriction on number of compost bins?</p>	Compost	<p>1. Amended</p>
a25	<p>1. Given that composting is encouraged I don't understand why no more than 3 compost bins - perhaps this could be explained.</p>	Compost	<p>1. Amended</p>
a26	<p>1. Not sure why only 3 compost bins. It can take at least 2 years for woody stuff to break down. Need to encourage people to compost not put it in the bin or dump it outside!!</p>	Compost	<p>1. Amended</p>
a27	<p>1. I am concerned about the compost restrictions. nmy site there are communal compost bins but these are only enough ofr overflow-however many plotholders have no compost bins ontheir plot and dump it allaround communal area, often mixed with rubbish. So rather than restricting number of bins to 3 I would enforce a minimum of one or two per plot.</p>	Compost	<p>1. Amended</p>
a28	<p>1. Compost bin restrictions are too small. I currently have 5 bins as 3 have compost at different stages, one has manure which is maturing, and one has leaf mould which is not ready yet. Also if you have only very small bins you would need a lot more than 3.</p> <p>2. Bonfires: the regulations need to specify to not burn under any circumstances plastic or other potentially toxic waste. People do this at Saughton a lot.</p> <p>3. What counts as a fruit cage? Limiting to one is fine if it's very big, but you might have small fruit e.g. blackcurrents at one end of the plot, and raspberries at the other, in which case you would need two small fruit cages. How about a limit to the percentage of the plot under fruit cages instead e.g. not more than 20%?</p> <p>4. Fruit trees: glad to see casting shade a good criteria, though perhaps a maximum height could also be added e.g. 12 feet. What about nut trees e.g. Hazels? Could something be added about preventing spread of fruit and nut root stocks? I have loads of suckers from next door from the root stock of fruit trees, and also from Hazel trees marching into my plot which are a pain to try and dig out.</p>	Compost, bonfires, fruit cage	<p>1. Amended.</p> <p>2 Amended.</p> <p>3. Amended.</p> <p>4. Amended.</p>
a29	<p>1. Restricting to 3 compost bins without any indication of size seems daft. You could have more than 3 smaller ones or 3 huge ones. Why should composting be restricted?</p> <p>2. Also why just one fruit cage ( no size given), you may want more than one on different areas of the plot, I don't see why this is an issue.</p>	Compost, Fruit Cage,	<p>1. Amended.</p> <p>2. Amended.</p>
a30	<p>1. Section 14.1.2 - I suggest the regulations also specify that tenants must give due consideration to neighbouring properties before lighting a bonfire</p> <p>2. Section 14.1.3 - compost bins should not be restricted to 3 per plot because tenants should be encouraged to compost as much material as possible. Leaf mould for example needs to be composted for 2-3 years before use so extra bins may be required.</p> <p>3. Section 14.1.5 I can see no reason to place a restriction on the number of fruit cages particularly on sites where birds are a real nuisance.</p>	Compost, Fruit cage, bonfires	<p>1. Amended.</p> <p>2. Amended.</p> <p>3. Amended.D94</p>

a31	<p>Too restrictive on:</p> <p>(1) number of compost bins;</p> <p>(2) number of fruit cages ;</p> <p>(3) limitations on "structures" of any kind;</p> <p>(4) colours of paint for sheds;</p> <p>(5) pest control (e.g. Foxes, badgers, slugs).</p>	Compost, fruit cage, shed, structures, pest	<p>1. Amended.</p> <p>2. Amended.</p> <p>3. Amended.</p> <p>4. Amended.</p> <p>5. No change.</p>
a32	<p>1. I do not understand the 3 compost bin rule. As no size definition is given this could be 3 very small or very big bins. What is the concern? Too much compost?</p> <p>2. I also do not understand the fruit cage rule. Why not grow lots of soft fruit and why not have this divided into two areas?</p>	Compost, fruit cage, shed, structures, pest	<p>1. Amended.</p> <p>2 Amended.</p>
a33	<p>1. Three composting containers is too restrictive as many plot holders already have more than three of the plastic 'dalek' type containers. Several of these containers can still cover less area than three purpose made wooden composting bays.</p> <p>2. I am of the opinion that polytunnels on allotment sites should not be allowed as they cause surface water run off /flooding and overshadowing onto adjacent plots. They are also unsightly and often built bigger than the guidance outlines. Enforcing the 'new Regulations would be very difficult for one Allotment officer particularly after the event when the polytunnel structure has been built and money invested.</p>	Compost, polytunnels	<p>1. Amended.</p> <p>2. No change.</p>
a34	<p>Some of the definitions appear rather arbitrary. 1. Why only three compost bins? Does it matter what size?</p> <p>2. Why only one fruit cage? What if you want to only grow fruit? Does size matter?</p> <p>3. Why can sheds only be defined colours?</p>	Compost, Fruit Cage, Sheds	<p>1. Amended.</p> <p>2. Amended.</p> <p>3. Amended.</p>
a35	<p>1. Opposed to large areas of concrete.</p> <p>2. Think bee-keeping should be allowed.</p> <p>3. Fruit trees should be allowed, other trees probably not.</p> <p>4. Bonfires only if not causing a nuisance.</p>	Concrete, bees, bonfires	<p>1. No change.</p> <p>2 No change.</p> <p>3. Amended.</p> <p>4 Amended.</p>
a36	<p>1. I was a bit unsure of 14.1.5 which said, only one fruit cage per plot because some fruits like raspas need their own space.</p>	Fruit Cage	1. Amended
a37	<p>1. Fruit cages come in different sizes, you may have 2 smaller ones or one VERY large one</p>	Fruit Cage	1. Amended
a38	<p>1. 'Fruit trees' - OK if it includes any bush or tree with edible fruit e.g. buckthorn. Fruit cage - depends on size. Might need two smaller separate areas netted.</p>	Fruit Cage	1. Amended
a39	<p>1. I did think it was strange that it said only 1 fruit cage because what if you wanted to grow raspas? They need their own space and you might want to have a cage for currants as well.</p>	Fruit Cage	1. Amended
a40	<p>1. I don't understand the rationale for the fruit cage restriction.</p>	Fruit Cage	1. Amended
a41	<p>1. 1 fruit cage per allotment seems harsh and I'm not sure what the reasoning for this is.</p>	Fruit Cage	1. Amended
a42	<p>1. Fruit cages and other crop protection is necessary and it would be difficult to restrict it to 1. 2 would be better and most plots have more than 1 anyway. What will you do about existing structures that don't meet the guidelines?</p>	Fruit Cage	1. Amended
a43	<p>1. Restriction to one fruit cage is unnecessarily pedantic</p>	Fruit Cage	1. Amended

a44	<p>1. It makes little sense to limit to one fruit cage but not state a maximum size, unless you intend that people's whole plot could be enclosed in a fruit cage.</p> <p>2. Who gets to decide, and how, whether a site is designated organic?</p> <p>3. A fire with nothing except matter from the plot means that paper, card and firelighters may not be used for getting fires started.</p> <p>4. A final warning letter should be the third letter sent (after two enforcement letters along with the applicable period), not after three enforcement letters i.e. making the final warning the fourth letter.</p> <p>5. The idea of fruit trees not casting shade is a nice idea, but probably impossible to completely achieve on the majority of plots due to the very low sun in Winter. Shed location is another, arguably more problematic, cause of shade. This should be an added criterion, along with size of shed.</p> <p>6. Regarding water, perhaps rainwater collection should be encouraged, in addition to saving water. Unless you want to discourage this and require only the water supplied to the site, which isn't completely clear from the wording.</p>	<p>Fruit cage, Organic, Bonfire, Warning, Fruit trees, Rainwater</p>	<p>1. Amended.</p> <p>2. No change.</p> <p>3. No change.</p> <p>4. Amended.</p> <p>5. Amended.</p> <p>6. No change.</p>
a45	<p>1. The fruit cage restriction seems a little strict. Perhaps it should be restricted by % coverage rather than a single fruit cage (which might be of any size).</p> <p>2. Dictating colours of sheds is fairly antiquated. There is no clarification on whether sheds provided by tenants come under these restrictions. Some folk consider their plots as much a garden as a vegetable plot and so a bit of creativity and free expression can surely be allowed.</p> <p>3. I can't find the section on "concrete" as mentioned under "more information".</p>	<p>Fruit cage, shed, concrete?</p>	<p>1. Amended.</p> <p>2. Amended.</p> <p>3. Amended.</p>
a46	<p>1. 14.1.5 Fruit cages: Tenants must not have more than one walk-in fruit cage on the Allotment Plot.</p> <p>2. 14.1.8 Insert 'at the [INSERT DATE]' after 'organic'.</p> <p>Insert new sentence: 3. 'After the [INSERT DATE] a non-organic Allotment Site cannot be designated as organic without the agreement of the majority of the Tenants and such agreement shall guarantee a reasonable transition period.'</p> <p>4. 14.3. Tenants shall not remain or allow visitors to remain overnight on the Allotment Plot.</p>	<p>Fruit cage, Grammar/syntax</p>	<p>1. Amended.</p> <p>2. Amended.</p> <p>3. Amended.</p> <p>4. No change.</p>
a47	<p>1. For hedging that's being used "for the protection of crops" there should be additional stipulation that hedging cannot shade neighboring plots and if it does then it must be removed. There's already precedence for this in the wording about fruit trees.</p>	<p>Hedging</p>	<p>1. Amended. See 14.1.4.</p>
a48	<p>1. I want to say I'm only opposed to livestock on allotments because it can be dangerous to the animals.</p>	<p>Livestock</p>	<p>1. No change.</p>
a49	<p>1. Livestock: I don't keep or intend to keep livestock or poultry, but I think this might be ok in some cases e.g. chickens on sites that are not too close to homes, subject to meeting SSPCA welfare requirements etc. So I would oppose a blanket rule on this.</p>	<p>Livestock</p>	<p>1. No change.</p>
a50	<p>1. 9.3 - Council Pest Control should be responsible for pest control. Poison too dangerous for acceptable wildlife (foxes, hedgehogs, birds, insects etc.). Regulation and control needed.</p> <p>2. 11.4 - this should not include perimeter fences, which should remain Council responsibility.</p> <p>3. 14.1.1 - Barbed wire on perimeter fences not mentioned. Improves safety and security for plot holders. Agree unacceptable on internal fences.</p> <p>4. 14.1.3 - I would say three compost bins is the minimum required for composting. Bins are usually sited in areas unsuitable for cultivation.</p>	<p>Pest, Fencing, Barbed wire, compost</p>	<p>1. No change.</p> <p>2. Amended. See 11.4.</p> <p>3. No change. See 14.1.1.</p> <p>4. Amended. See 14.1.3.</p>
a51	<p>1. Organic should also require not using inorganic fertilisers/only allowing organic fertilizers and manures</p> <p>2. Fruit cages should be fully allowed as there are lots of birds causing damage and loss of fruit</p> <p>3. Agree trees should not be allowed to be tall.</p>	<p>Organic, Fruit cage, Tree height</p>	<p>1. No change. See 14.1.8.</p> <p>2. Amended. See 14.1.5.</p> <p>3. Amended See 14.1.11.</p>
a52	<p>1. There should be a definition of the term "organic" based on scientific principles; it needs to be approved by authorities such as The Soil Association and Gardenorganic.org.uk</p> <p>2. Fruit cages- is there a need to insist on only 1.</p> <p>3. No need to insist on colours for sheds?</p>	<p>Organic definition, fruit cage, shed</p>	<p>1. No change.</p> <p>2. Amended. See 14.1.5.</p> <p>3. Amended. See 14.1.6 colour range expanded.</p>
a53	<p>1. Use of sprung traps ostensibly for vermin have been catching birds. These should be banned from allotment sites.</p> <p>2. Disposal of rubbish can be a problem, in particular material which cannot safely be burned on bonfire .</p>	<p>Pests, Rubbish</p>	<p>1. No change. Procedures on vermin control will be agreed with the Council Pest Control Service.</p> <p>2. Amended. See 14.1.2</p>
a54	<p>1. Some concern with dogs being allowed on site. I appreciate that for most dog owners their dog is an important companion but I think regulations should emphasize to owners it's their job to make sure the dogs never stray from the owners plot.</p>	<p>Pets</p>	<p>1. No change. See 12.2 - 12.5.</p>

a55	1. I'm not sure what AU restrictions refers to but if it's the general accumulation of rubbish(wire, glass, old frames, bits of rotten wood etc) that happens on many plots then I'm in favour of these -I've had to clear a substantial amount of rubbish from both the plots I've tended!	Rubbish	1. No change. See 14.1.10.
a56	1. The colour of sheds etc seems a bit proscriptive . 2. And I wish someone had taken action about previous holders of my plot as there are 2 holly trees with large roots that I am toiling to remove- and they must have been present for MANY years.	Shed	1. Amended. See 14.1.6. 2. Amended. See 14.1.11.
a57	1. 14.1.6 presumably the colour restrictions refer only to circumstances where a 'standard shed' has been provided. Otherwise too restrictive and banal.	Shed	1. Amended. See 14.1.6.
a58	1. I would like to be allowed a shed at barons Court	Shed	1. No change. Conditions following consultation excluded individual sheds.
a59	1. I think sheds should be multicoloured not boring colours :)	Shed	1. Amended. See 14.1.6.
a60	1. Requiring council permission for sheds seems overly onerous if local association agrees to size, etc. 2. Disagree with restriction on shed colour! 3. Sometimes fences are useful to delineate space and against neighbour weeds and see no problem with border fences	Shed, fencing	1. No change. 2. Amended. See 14.1.6. 3. Amended. See 14.1.4.
a61	1. Yes. Some are petty.eg colour of shed. 2. One fruit cage. 3. Size of greenhouse	Shed, Fruit cage, Glasshouse	1. Amended. See 14.1.6. 2. Amended. See 14.1.5. 3. Amended. See 11.
a62	1. Shed colour restriction - range a bit restricting. Why not black, the most neutral of all "colours"? 2. Trees - will this be retrospectively applied? On our site there are a few big conifers, a sizeable ash and holly and a couple of elders. Will this policy be strictly applied?	Shed, Trees	1. Amended. See 14.1.6. 2. Amended. See 14.1.11. However, if a tree becomes a nuisance removal will be required.
a63	1. Trees are an issue on some sites. 2. What if the site holder is not capable to do the removal work. Does the Council have a contingency for this?	Trees	1. Amended. See 14.1.11. However, if a tree becomes a nuisance removal will be required. 2. No change. Contractor will be employee and the tenant recharged.
a64	1. You state that the only trees to be grown are fruit tree. I agree with this - in principle. But what about bushes? For instance, I have a sour cherry and a flowering (not fruiting) recurrent - both provide early pollen for and attract the insects. Will I be able to keep these? 2. Also - no where is there anything about the size / height of the trees. Our neighbour has a huge apple that massively overshadows us. We've done all we can to cut it back on our side - but they aren't touching it on their side. It is massive and needs addressed. A clear statement of how big a tree can get should be included, and it needs to be realistic.	Trees	1. & 2. Amended See 14.1.11. However, if a tree becomes a nuisance removal will be required.
a65	1. Restriction on all trees being fruit trees will affect biodiversity. Some trees such as holly encourage winter feeding birds. Bee hives should be encouraged.	Trees	1. Amended See 14.1.11. However, if an existing tree becomes a nuisance removal will be required.
a66	1. I am not sure about the tree definition - a cherry tree can provide food for the birds and shade - I hope it is counted as an acceptable tree	Trees	1. Amended See 14.1.11. However, if an existing tree becomes a nuisance removal will be required.
a67	1. I have concerns about existing trees that are not fruit trees. From a biodiversity point of view I think any non fruiting trees that are not causing annoyance or nuisance should be managed by the plot holder. Then in time, if the tree has to be removed, any replacement should only be a fruit tree.	Trees	1. Amended See 14.1.11. However, if an existing tree becomes a nuisance removal will be required.
a68	1. Agree with all but trees. I have been an allotment holder at Chesser for 20 years and inherited a holly tree in one corner of my plot and neighbouring plot has a holly and hawthorn of similar vintage. The birdlife they attract would be a great loss. Also a neighbour a few plots along has a mature lilac which wafts delicious scent on a warm early summer evening. I do appreciate the clause is included to prevent all the issues that can arise as trees mature, shading neighbouring plots, roots and volume of leaf drop in autumn etc - and by having this restriction included there is a clear direction to all plot holders about what trees should be planted and grown. However I would be sad to loose the small trees that are around the allotments. Yes we do have magnificent trees around the boundaries of the Chesser plot - but I will still miss the birds that visit my plot.	Trees	1. Amended See 14.1.11. However, if an existing tree becomes a nuisance removal will be required.
a69	1. Nuisance refers only to Tenants. Visitors, those acting as informal sub Tenants, and others who have access to Sites for projects or other uses may be as guilty of being a nuisance. 2. The Regulations do not refer to the action the Council will take or the speed of action if there are complaints.	Visitors	1. Amended. See 14.1.7. 2. No change. The Council has a recognised dispute mechanism ending with the Local Government Ombudsman.
a70	1. Consideration might be given to stronger wording on how plot holders deal with waste. I.e not dumping weeds in landfill bins or throwing them on the leaf clamps; not leaving waste materials lying around in other parts of the site (while it appreciated that some prefer to leave materials that they think others may be able to use - such as glass, old pots, etc - in the majority of cases it just ends up littering the site.	Waste	1. No change. See 14.1.3 & 14.1.10
a71	1. Stricter rules for what goes in bin, there should be no weeds these should go on plot compost. Bin is full as soon as it's empty	Waste, Compost	1. Amended. See 14.1.3.
o1	1. Bee keeping should be actively encouraged.	Bees	1. No change. Bees permitted provided conditions are met.

o2	<p>1. Tenants should be encouraged to keep bees on allotments if they wish. This is in line with the essential nature of bees as pollinators and their endangered status in the current ecological crisis.</p> <p>2. The establishment of a successful apiary at the Bridgend Allotment is testimony to the acceptance of apiary sites, and the benefits both agricultural and educational to the allotment holders.</p>	Bees	<p>1. No change. Bees permitted provided conditions are met.</p> <p>2. No change.</p>
o3	<p>1. It would be good if there is a process for plot holders to request a smaller plot. I can see a time when I'll find my existing plot too much but not be ready to give up the enjoyment I get from my plot.</p> <p>2. I'd like to see responsible bee keeping being encouraged on allotment sites. With agreement from the site association, as hives need careful positioning away from the public.</p>	Plot requests, Bees	<p>1. No change. Requests for smaller plots handled as an operational issued.</p> <p>2. No change. Bees permitted provided conditions are met.</p>
o4	<p>1. Keeping bees on allotment sites. A third generation beekeeper in Edinburgh has mentioned putting hives on allotment sites where suitable. The bees would contribute to the diversity of the site and the beekeeper would pay rent to the allotment with donated honey which could be shared among plotheholders or sold at open days to raise funds.</p>	Bees	<p>1. No change. Bees permitted provided conditions are met.</p>
o5	<p>1. Enforcement, Termination and Extreme Circumstances also apply only to Tenants and not other people who have access to sites. Who is responsible for them? Moreover who will act when a compliant has been made?</p> <p>2. The Regulations cover minor matters such as the paint colour of sheds but not the serious issues that have affected some allotments particularly where the person is not a Tenant.</p>	Behaviour	<p>1. No change. See 12.1.</p> <p>2. No change. See 12.1.</p>
o6	<p>Glad to see that you are updating all this.</p> <p>My main concerns over the past 21 years have been:</p> <p>1) nuisance from neighbouring allotments whose tenants are only interested in using their plots for barbequing and drinking</p> <p>2) plot holders who neglect their plots - and when they get a complaint from the Council they tidy them up JUST enough to retain tenancy, only to neglect them again - and so it goes on, with no real interest in ever really managing the plot properly at all.</p>	Behaviour, Waste	<p>1. No change. See 14.1.7.</p> <p>2. No change. See 16.</p>
o7	<p>1. A communal composting area would be useful for those of us with half plots +not able to burn/recompost everything on the plot due to bad weather.</p>	Compost	<p>1. No change. Individual site operational issue.</p>
o8	<p>I think that these regulations are very well thought out and balance both interests among allotment holders and between sites and neighbouring properties, especially with regard to new buildings.</p> <p>A few points:</p> <p>1) Low fences are useful for separating plots, with the height perhaps determined by materials that can reasonably be used for this purpose, e.g. wooden pallets.</p> <p>2) while three compost bins are sufficient for allotment waste, there are environmental benefits from supplementing these with, for example, wormeries for food waste, leaf mould cages, or buckets for drowning perennial weeds. I think these should be permitted in addition to traditional composting.</p> <p>3) A number of plots at my site have structures that exceed the size set out in these regulations, I think it would be unfair to apply this part of the new regulations retrospectively.</p> <p>4) I strongly support the Council requiring tenants to maintain buildings, having seen some obviously dangerous structures in my own site that new tenants have had to dismantle.</p>	Compost, Structures	<p>1. Amended. See 14.1.4.</p> <p>2. Amended See 14.1.3.</p> <p>3. No change. No retrospective application.</p> <p>4. No change.</p>
o9	<p>1. Cultivated... In winter very little grows so common sense needs to reign, but keeping it tidy and weed free in winter should be much more enforced.</p> <p>2. There are too many plot holders given plots they can't manage, those who do little do not get regulations enforced, paths are not clear for emergency services, etc. Folk need reminding of rules.</p>	Cultivation	<p>1. No change.</p> <p>2. No change. See 16.</p>
o10	<p>1. It would be good if council could be more proactive with plots not being looked after. Paths left to grow wild.</p> <p>2. Or trees getting too tall. Depending on the specific association to help is pretty fruitless.</p>	Cultivation	<p>1. No change. See 16.</p> <p>2. No change. See 14.1.11.</p>
o11	<p>1. The cultivation requirement is somewhat unclear, as it does not define what is meant by "cultivation". It is my opinion that "cultivation" should include the production of green manures, and a fallow area as part of a rotation or for weed management. Whatever definition of "cultivation" is used should not prejudice the use of no-dig methods.</p>	Cultivation	<p>1. Amended. Cultivation definition added 2. (xv).</p>
o12	<p>1. actually all seems fine though perhaps have a degree of flexibility for circumstances beyond plotheholders control such as flooding or unusually bad weather in regard to 75% rule of use - with the heavy rains we've had in the last year (2019 when there's been, apparently 50% more summer rain than usual years) I've (and most surrounding plotheholders) left some beds covered up as planned crops would not survive such inclement weather.....though I've countered that somewhat by planting winter crops, extending the growing season to most of the year now.</p>	Cultivation	<p>1. No change.</p>
o13	<p>1. I have been involved in a Warriston plot since 1964 and the whole area of the plots has never been such a neglected mess as it is now. I often wonder why 75% of the people have a plot.</p>	Cultivation	<p>1. No change.</p>

o14	1. I think each allotment Committee should be given greater permission to regulate those individual members. I also think that they often know more about what is going on there and who the members are who are not 'pulling' their weight or misusing the plot for whatever reason.	Cultivation	1. No change.
o15	1. 'Cultivated' ought not mean 'for food'. Other useful plants, such as willow for wicker, dye plants and flax for yarn - and flowers - should be considered on a par with carrots, plums and cabbages.	Cultivation	1. No change.
o16	1. Some problems with sites not being worked for long periods, presumably because of illness. Could these be 'shared' for a while until it is evident whether the owner can cope? Otherwise the plot is in a really bad state when taken over.	Cultivation	1. No change. Operational issue.
o17	1. If the percentage of cultivation allows for fallow ground being tilled the 75% is reasonable	Cultivation	1. No change.
o18	1. We (I) did go to an allotment consultation, many years ago. We felt nothing came of it. As there is a shortage of allotments in Scotland, as to the head of population, we felt that not enough energy is put into moving people on if they are not cultivating their allotment. I know this seems draconian but after 10 years we have finally got an allotment, but the last owner was using about 5% of the plot. When I asked around I said "I seemed to be digging land that had not been dug for 15 years." Everyone said "yes that's about right". I feel this goes on a lot. Thank you for your patience in reading this!	Cultivation	1. No change. See 16.
o19	1. There needs to be strict enforcement - we have a lot of plots that are not in good order. If people are ill that is to be taken into account but if they can't maintain their plot then they should be asked to give it up as it just gives new people more work to do. Ill people could be put on a list and be considered for a new plot if their health improves. There is no reference to allowing other people who are friends of an ill plotholder to assist - if this does happen it will not give them any rights to access to a vacant plot on the site.  2. It should be possible to ask someone to maintain your plot while you are on holiday and allowing them to have access to your key is acceptable. If this happens that person is subject to the regulations.	Cultivation	1. No change. See 16.  2. No change. See 12.
o20	1. It is always difficult sharing space and keeping everyone happy. However I have concerns about how much is being lost in the way many newer plots are full of imported hard landscaping and a huge part of the plot is covered with weed suppressing membranes or concrete slabs, and little earth is cultivated. Often what little area is, is raised bed filled entirely with garden centre bought compost, and the notion of adding organic matter and improving the soil gradually with home made compost etc is no longer there, large amounts of waste are generated and there is little for bees and other wildlife in the small areas for cultivation.	Cultivation, Compost, Waste	1. No change.
o21	1. The final part suggests that all losses should be borne by the individual plot holder but, in extreme circumstances, such as destruction of sheds by a third party, the council should help out. Each case brought to the Council's attention needs to be assessed on an individual basis; especially if there is a history that can be verified..	Damage	1. No change. No resources available.
o22	1. The keeping of bees- should the council require the keepers to have 3rd party insurance?  2. Define 1 month- calendar or 28 days  3. Define Sheriff- is it the Sheriff court? The council should provide details for the complainant on how to contact them  4. Allowing dogs OK but what about Cats? They should be permitted.  5. Some plot holders have brought ferrets- to control vermin. I can't think of any other domestic animals which I would want on site  6. Composting - it would be better to remove the word "bin" and replace with "area" then define the area as no greater than 3 cubic metres e.g. 1m wide x 1m high x 3m long  7. The council should be responsible for erection and maintenance of noticeboards.	Bees, Definitions, Pets, Pets, Compost, Notice boards	1. No change. Approved Bee keeper will be required to follow national guideline.  2. Amended. 28 days to be used.  3. Amended. Definition added.  4. Amended. Definition extended to pets.  5. No change.  6. Amended. See 14.1.3.  7. No change. Operational issue.
o23	1. I think offering 50% of new allotment places to those living within 1 km of the allotment is not a good idea. Effectively you would be discriminating against those people that live >1 km from an allotment.	Eligibility	1. No change. Applies to new plots to encourage local engagement and support.
o24	1. I really object to people with gardens at home getting on the list equal to flat renters. I have allotment neighbours with gardens at home, private allotments and a council allotment while people wait 12 years. Not ok	Eligibility	1. No change.
o25	1. A 1km distance limit for initial site allocation seems too little.  We live over 1km from our plot, but are able to attend easily and regularly by bike and occasionally by car. The plot is midway between our home and our children's school - other people may have a reason for not choosing the site nearest their home.	Eligibility	1. No change. Applies to new plots to encourage local engagement and support.
o26	For new allotment sites, should priority go to (1) people within 1 kilometre who have been on waiting list for any existing allotment site, followed by (2) people within 1 kilometre who weren't on a waiting list. with set % of remaining places going to (3) people on any waiting list that are prepared to travel to new allotment site.	Eligibility	1. No change. Applies to new plots to encourage local engagement and support.

o27	<p>1. Re: my response about the distance of 1km - we don't have an allotment site within 1km of our home I think so perhaps this should be slightly wider to allow for people who are looking for any plot close to home. If there were more sites that gave an even coverage over the city I would agree with a proximity priority, but there are large areas of e.g. north Edinburgh with no allotment so the proximity priority is not fair on those for whom it would still be the closest site.</p>	Eligibility	1. No change. Applies to new plots to encourage local engagement and support.
o28	<p>1. There wasn't a space for allocation of plots comments -but I strongly believe that there should be a question "do you have access to a private garden?" With such limited allotments I'm often surprised by how many people have their own garden and an allotment when there are people who don't have a garden at all on the waiting list. And perhaps people who don't have gardens should be given some kind of priority?</p>	Eligibility	1. No change.
o29	<p>1. I think that the 1k distance from allotment for 50% of tenants should be raised to 1.5k. 2. Also in 14.1.6 Sheds: It states that sheds must be treated "with water-based preservative (that has been approved by the Council for organic use) in green, brown, or cedar.". I don't see why the shed colours should be restricted to three. This seems unduly restrictive and not representative even of current shed colours.</p>	Eligibility	<p>1. No change. Applies to new plots to encourage local engagement and support. 2. Amended. See 14.1.6.</p>
o30	<p>In general, this looks like a good set of rules. 1. However, I disagree about priority being given to people living within 1 km of a site, because people who have been waiting for a long time for a plot should have the highest priority, wherever they live within the Edinburgh catchment area. Some people wanting an allotment may not actually have a site within 1 km of where they stay, and therefore may have to wait longer than people who live near sites, and this would not be fair. I think the fairest method is strictly the applicant's length of time on the waiting list. Otherwise, people living near to plots can effect queue-jump over those who have been waiting much longer.</p>	Eligibility	1. No change. Applies to new plots to encourage local engagement and support.
o31	<p>1. I think any applicants for an allotment should be asked if they already have access to a growing site and that some equitable way should be found to give some priority to applicants who do not have access to any growing space.</p>	Eligibility	1. No change.
o32	<p>I am an office holder with Saughton Mains Allotments Association, Edinburgh's largest site association. We intended a joint submission, but have been swamped by the current crisis. The comments are an attempt at a balanced view of feedback we got back from our members about what kind of position they favoured, but has not been ratified by the Committee or membership. 1. Plotters either saw the rules as far too complicated or not detailed enough, creating worry for them about whether they would be in compliance. The most frequent comment is that rule changes are all very well but that getting the enforcement right – compassionate but also timely, a difficult mix – is key. 2. In (4.8), we understand the reasons for prioritising very local residents and that the Council has no way of knowing which persons on the waiting list would wish to have a plot at a new site. However, we are concerned that the proposal will greatly disadvantage those who live in the City Centre. They are just as deserving of allotments as anyone else, and arguably, more - they have less access to garden space than those housed in the districts where new allotment sites are possible. Close residents who apply for the new site will effectively bypass the waiting list. Filtering the waiting list for other sites in order to prioritise those who live within 1 km of the new site will overlook people who live within easy active travel distance and may have been waiting for nearly a decade; 3 km is nothing on a bicycle. 3. We feel that it is inappropriate for people who move outside of Edinburgh to keep their plots, and would like to see the wording in (4.10) change from "may" to "will terminate the Lease". Sadly, fraudulent tenancy arrangements are not unknown. They cause frustration among those whose sympathies lie with those on the waiting list. Our plotters expect the Council to check addresses and tenants to the best of their ability, and manage the lists the best they can to keep the waiting times down. Given the lengths of the waiting lists, some plotters feel it would be more fair for the Council also to remove the second plots for residences that have two. 4. We would like to see checks on the Council's powers when a plot is left in an unlettable state. As written, (17.8) allows the Council to spend an unlimited amount of a plotter's money to rectify their plot against an unspecified list of deficiencies. As an Association we are very grateful to see efforts to improve on the current situation, but this approach is reminiscent of the tenement statutory repairs scandal, and could cause the Council future difficulties. Plotters must be given some idea of what charges they will face and a chance to carry out the works themselves, despite the inevitable delay this will cause. We note that in theory, the plots of problematic tenants could be relet three months after the first letter. Swift enforcement would be very helpful in keeping plots from becoming unlettable, although we recognise that it is not always possible where there are mitigating circumstances. 5. (14.1.3) and (14.2) read oddly together. Presumably Site Associations are only allowed to make rules that are more restrictive than those of the Council, not more liberal – but then it isn't clear why 14.1.3 mentions this possibility. 6. (11.1 and 11.3) We think the shed rules will create too much work for the Council and could lead to uneven enforcement if delays mean tenants end up applying for retrospective permission. It would be better to come up with written guidelines than leave it up to individual negotiation. If it isn't possible to do that across the portfolio, it could be something that the various associations need to agree with the Council. As it is, it isn't clear who to contact, what information is required, and how long to wait for a response. Also, plotters would struggle to recognise the traditional site aesthetics for Saughton Mains. It would be better if structures only needed to conform to aesthetics that had been explicitly written into guidelines, presumably by the Site Associations and as part of their rules. Existing structures could need to be taken down on the grounds of size or safety, but they should not be tested against new aesthetic criteria.</p>	Eligibility	<p>1. No change. 2. No change. Applies to new plots to encourage local engagement and support. 3. Amended. See 4.10. 4. Amended. See 17.8. 5. Amended. See 14.1.1 &amp; 14.1.2. 6. Amended. See 11.1.</p>

<p>o33</p>	<p>1. I have an objection to the section on Allocation of Plots, in that it does not make clear how this is to be achieved. My experience is that: plot holders share plots with others who then may 'take over' the plot; plot holders rent out their plots when they feel they can't cope; someone on the waiting list for 8 years found that a relative-in-law got an allotment on the same site within six months of moving to Edinburgh. If the regulations exist, then they need to be monitored, and there needs to be the possibility of action against plot-holders who circumvent the regulations. My experience also suggests that individual allotment associations accept or turn a blind eye to inappropriate allocation.</p> <p>2. Also, the requirement to prioritise people within 1 kilometer of an allotment needs to be changed. I am more than that distance from the two nearest allotments, and there must be many other Edinburgh residents in a similar position.</p> <p>3. I have said that I agree with the section on acceptable use and with the requirement to have 75% given over to produce. Similarly to my comment above, I'd like to see this monitored and acted on. I see allotments which seem more like gardens, allotments which aren't looked after, sheds larger than specified, and no-one acts. There seems no point in having these regulations if they aren't monitored and if there is no action taken.</p>	<p>Eligibility, Cultivation</p>	<p>1. No change. Allotment are allocated on a first come basis.</p> <p>2. No change. Applies to new plots to encourage local engagement and support.</p> <p>3. No change. Enforcement limited by resource.</p>
<p>o34</p>	<p>1. To make allotments available to those that need them most, there should be some further rules. For example, rather few plot-holders are from areas of deprivation - most are from well-to-do middle class backgrounds. Related to this, there ought to be a statement about allotments being available to all, irrespective of age, gender, religious orientation - to encourage diversity and foster an inclusive community spirit.</p> <p>2. Many new ploholders lack knowledge/experience/skill and therefore their plots are unproductive. There should be education/courses/certificates of competence.</p> <p>3. Parag 4.5: 'Where the Council makes an offer...and it is refused...applicants may be removed from the waiting list'. There should be a clause about the plot on offer having been prepared so that it is in good order, not weed infested. I think this proviso is in the Act.</p> <p>4. What is the length of the Lease? Until death?</p>	<p>Eligibility, Cultivation</p>	<p>1. No change. Allotments are open to all.</p> <p>2. No change. Operational issue.</p> <p>3. No change. The requirement of the Community Empowerment (Scotland) Act are not required to be repeated within the regulations.</p> <p>4. No change. Lease continues until a tenant asked for it to be terminated or they are in default of their tenancy agreement.</p>
<p>o35</p>	<p>1. - I think the idea of 50% of plots being offered to those within 1 km is unfair and disadvantages those who live in the city centre (who are also least likely to have a garden) and are not particularly near any sites, while other areas have more than one site close by (e.g. Saughton, Carrick Knowe).</p> <p>2. - I don't see the rationale behind only allowing one fruit cage. What's the problem with a couple of smaller ones? Also, what's the definition of a fruit cage? We have made a timber frame with some netting over it to cover our fruit bushes. Is that a fruit cage?</p> <p>-3. Termination procedures are always problematic, as there are definitely people who "play the system" and do the bare minimum after the 3rd warning, then the case is closed and they go back to not bothering. But don't want to penalise those who are struggling and have a genuine reason. Maybe once the case is closed, they could be put on "probation" with a commitment to continue maintaining the plot, otherwise they go straight back onto final warning.</p>	<p>Eligibility, Fruit Cage, Warning</p>	<p>1 No change. Definition applies to new sites to encourage local engagement and support.</p> <p>2. Amended. See 14.1.5.</p> <p>3. No change.</p>

<p>o36</p>	<p>1. I strongly object to the proposed plot allocation method on equality grounds. Existing allotment sites are already unevenly spread around the city with a bias towards being away from the city centre where demand is highest. New sites will doubtless increase this bias, given the lack of availability of land. This proposal discriminates against people in the city centre and I would like to see the % local should be removed entirely. If you insist on maintaining it (and I understand that it ticks boxes around community cohesion) then 4.8 should propose EITHER up to 25% to people within 1km, or (preferably) 50% within 3km. An allotment site can build its own community, especially if it has a site association that takes care to foster goodwill in the neighbourhood as well as amongst plotholders.</p> <p>2. I strongly agree to the size restrictions on structure, especially as plot size is generally shrinking. However to limit the restriction to new structures is discriminatory and could be challenged under the Equalities Act. People currently exceeding the limit should be given an appropriate period of grace to be brought into line with the legislation. The allotment enforcement and termination procedure is fine in terms of what it does, but poorly drafted. At the very least bring them together into one section, as they are linked as currently defined.</p> <p>3. I think an additional regulation is needed for normal termination of lease, where the plotholder choses to leave. This should include the requirement to terminate if someone moves to live outwith the council area. Comments relating to Q7</p> <p>4. I don't think you should discount space used for sheds, in-plot paths, greenhouses, and polytunnels. I worry that for some, an allotment is more about having a surrogate garden than for producing food, and this would tempt people to cover their plots with structures. I don't think 11.1 is strong enough to prevent this happening so think the cultivation percentage needs to be 75% or even higher to deter this.</p> <p>5. Overall, I am in support of these regulations, though am disappointed that the consultation has been done last-minute not through an iterative process over time, as this could have helped iron out some inconsistencies which I fear might backfire on the council.</p> <p>6. Having read Part 9 of the Community Empowerment Act, I can see it presents particular difficulties for a densely populated city with skyrocketing land values like Edinburgh where demand for allotments far outstrips the ability to supply There is a strong rational for CEC to impose requirements that are stronger than as stated in the Act, in order to comply with the spirit of the Act, as well as the Equalities Act 2010, and additionally support its Food Growing Strategy.</p> <p>7. I think Section 4 in particular warrants further work in this regard. For example to correct where one person holds two plots, where a plotholder has a plot larger than 250m2, or where people of one residence currently have 2 plots.</p> <p>8. 4.2 and 4.4. From what I can see there the current application process does not ask that state their preferred size of plot. This will have to be corrected for the regulation to be implemented. (Incidentally, I also note that the council's privacy statement is articulated for people on the Waiting List, and that there is currently no privacy statement for tenants.)</p> <p>9. 4.10 Strengthen 'may' to 'will'.</p> <p>10. Section 4 would benefit from the addition of a regulation dealing with how applications for plots on several sites are dealt with fairly and equitably.</p> <p>11. For the same reasons, I think 2.6 (about conflict between the CEA2015 and these regulations) should be removed.</p>	<p>Eligibility, Size</p>	<p>1. Amended. See change in radius to 2 km.</p> <p>2. No change.</p> <p>3. Amended. See 4.10.</p> <p>4. No change.</p> <p>5. No change.</p> <p>6. No change.</p> <p>7. No change. Individuals with more than one plot relates to a few individuals and is a historic feature of the service.</p> <p>8. No change. Prefer plot size is determine at allocation time.</p> <p>9. Amended. See 4.10.</p> <p>10. No change. Allocation is an administrative process only.</p>
<p>o37</p>	<p>1) I strongly disagree with the policy about the distribution of plots for new allotment sites. My main issue with it is that I feel plots should be distributed on a first come, first serve basis with no regard for that resident's home location. The reason for this is that most allotments are in the outer areas of the city, so if you live in the center where there are no options within one kilometer of you then you are likely to be passed over.</p> <p>2. The other problem with this policy is that it fosters an aggressive attitude within some sites. Within our own site, there are certain local residents who feel the site is for</p>	<p>Eligibility, Warning</p>	<p>1. No change. Definition applies to new sites to encourage local engagement and support.</p> <p>2. No change.</p>
<p>o38</p>	<p>10.2 Omit 'is' and Add 'are'.</p>	<p>Grammar/syntax</p>	<p>1. Amended. See 10.2</p>
<p>o39</p>	<p>1. In Section 4.5 it states that if you are on the waiting list and a half plot comes up, and you are offered and accept it, then you are taken off the waiting list. However, in the last agreement with the Council, it was agreed to the principle of half plots, but on the proviso that should a new cultivator be offered a half plot and do well on it, they were to be offered the next full plot that came up, if that was what they wanted. This new proposal takes that a stage further by removing that possibility for the reason that -</p> <p>2. in S.4.5 if you are offered a half plot and you accept it, you are removed from the waiting list and can never get a full plot. If you want a full plot you have to decline the offer of a half plot in order to stay on the waiting list and hopefully get a full plot.</p> <p>If the definition of an Allotment plot is changed as in Question 1 then it will become impossible for anyone on the waiting list to obtain a full allotment plot as they are defined at this time.</p>	<p>Half plot</p>	<p>1. No change. The regulation reflects the requirements within the Community Empowerment Act.</p> <p>2. Amended. See 4.6.</p>
<p>o40</p>	<p>1. Can I ask if there is any consideration to be given to family taking over a plot if anything happens to a tenant. For example my brother and his partner have been helping me on my plot for over 15 years and we always share the produce. They have both put a great deal into helping on the plot and we think of it as belonging to all of us. If anything was to happen to me I would like to think they could continue.</p>	<p>Inheritance</p>	<p>1. No change. However joint tenancy can be made.</p>
<p>o41</p>	<p>1. Inheritance of plots has been omitted, from the original draft regulations, some allowances should be made.</p> <p>2. 1 plot per residence is unfair and biased against the married state, your are discriminating against married couples see section 4.11</p> <p>3. Who sets the standard for inspection of plots, the current method is subjective, based on a "do not disturb, and we do not want trouble" approach. Will the same standards be applied for each site. Inspections should be by the plot holders and the Council issue the letters as the landlord. How is the Sherrif's Office going to be involved, this could be costly to both parties</p>	<p>Inheritance, Eligibility, Cultivation, Sheriff</p>	<p>1. No change. However joint tenancy can be made.</p> <p>2. No change.</p> <p>3. No change.</p>

<p>o42</p>	<p>1. There is no provision for passing a plot on within a family. The 2012 draft had this in as long as the inheriting family member was on the waiting list.</p> <p>2. I'm concerned that unlettable plots will be offered and rejected. This would put the applicant off the waiting list and they'd have to start again. (4.5)</p> <p>3. If there are 2 people in the same residence (say, a house of multiple occupancy or a flat share) who are not in a relationship, can the second person not have an allotment? (4.12)</p> <p>4. Is it intended to have varying rents from site to site? (5.1: "level of rent for each...site).</p> <p>5. Is it intended to have a sliding scale of rent related to size of plot? This would get complicated. (5.2.4)</p> <p>6. Is it intended that Site Associations get involved in boundary disputes? They may give advice, but they should not get involved in decisions because of repercussions. (6.3)</p> <p>7. Is it intended that the size restrictions on structures be applied retrospectively? (11.3)</p> <p>8. With regard to the upkeep of boundary fences, I hope this will not include perimeter fences. (11.4)</p> <p>9. Dogs on sites should be on a lead. (12.2)</p> <p>10. The size of fruitcages should perhaps be specified. Once there was a whole plot on Warriston that was covered by a huge fruitcage. Have you thought of that? (14.1.5)</p> <p>11. It's a shame the range of colours for sheds is so restricted. Black is the best neutral colour. At least add that. (14.1.6)</p> <p>12. Will large non-fruiting trees be removed? (14.1.11)</p> <p>13. I hope extra resource will be provided to help enforce these rules and regulations. One of the main problems in managing the allotment estate is that it is all left to one man.</p>	<p>Inheritance, Eligibility, Rents, Disputes, Sheds, Trees</p>	<p>1. No change. Waiting list administrative issue.</p> <p>2. No change. Plots must be of an acceptable standard before removal from waiting list will be considered.</p> <p>3. No change.</p> <p>4. No change.</p> <p>5. No change. Rent per plot size category are subject to Council approval.</p> <p>6. No change. Site Association will be consulted and they can chose to respond however decision will be made by the Council.</p> <p>7. No change. Only buildings constructed without permission may be affected.</p> <p>8. Amended. See 11.4.</p> <p>9. No change.</p> <p>10. Amended. See 14.1.5.</p> <p>11. Amended. See 14.1.6.</p> <p>12. Amended. See 14.1.11.</p> <p>13. No change.</p>
<p>o43</p>	<p>1. I'd support there being a level of flexibility in all these regulations (including those around the allocation of plots) to allow the allotment officer to disapply the regulations if he saw fit. There will be 101 circumstances that can't be foreseen.</p> <p>2. I didn't see anything in the regulations about inheriting plots, but I think that should be allowed by family members. Adult children can invest a lot of time and emotional attachment helping on their aged parents' plots for instance.</p> <p>3. Anything about temporarily giving up a plot (for instance if ill or going abroad for a fixed term job), and not falling back to the bottom of the waiting list?</p> <p>4. I agree with the proposed limitation on shed size, but the suggested size limit for polytunnels seemed rather small - how about saying no more than 20% of the plot may be covered by structures (including sheds, greenhouses and polytunnels)?</p>	<p>Inheritance, Temporary suspension, Shed, Polytunnel</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change. This will be dealt with as an administrative matter.</p> <p>4. No change.</p>
<p>o44</p>	<p>1. I think the document is rather weak on the subject of multiple tenants. Do these have to be brought on when the plot is allocated or can someone take on a joint tenancy later perhaps as the original tenant grows older? Does the new tenant have to be an Eligible Person. I don't think it says so. Or do they only have to be eligible when they get to be sole tenant. Is this a backdoor way to dodge the waiting list?</p> <p>2. What about husbands/ wives and partners. Do they need to be named as joint tenants or is there some automatic right since there can only be one plot per residence. What happens if one partner dies, the other partner has not got round to be a joint tenant but is perhaps the one cultivating the plot? I suggest that the rule should be that one needs to be a named tenant to retain the plot; but then that needs to be made clear to all.</p> <p>3. There is nothing to say what happens to a joint tenancy if one person dies or drops out. Equally, if my partner died I would want the right to continue the tenancy. If I can take on a joint tenant and drop out the next year having passed it to the joint tenant then I have made a nonsense of the waiting list.</p> <p>4. What happens to joint tenancies when partners separate?</p> <p>5. The proposed regulations talk about the council opening a new site. Something should be included to cover the closure of a site. Probably the displaced tenants should go to the top of the waiting list if still Eligible persons list.</p> <p>6. A lot of unrelated young people live in houses of multiple occupancy. If one person gets keen on gardening then another may as well. In those circumstances the one plot per Residence rule is unfair. I suggest "one plot per main residence except when the residence is an HMO in which case there shall be allowed up to one plot per unrelated person in the HMO".</p>	<p>Joint tenancy, Site closures</p>	<p>1. No change.</p> <p>2. No change. The Council needs to be informed of joint tenancy. When this has been established for less than the latest eligible tenant then no automatic transfer can be possible.</p> <p>3. No change see 2.</p> <p>4. No change. Lead tenant would take over tenancy unless otherwise agreed.</p> <p>5. Amended. See 4.13.</p> <p>6. Amended.</p>
<p>o45</p>	<p>1. I would have "strongly supported" the question about keeping livestock on an allotment if it hadn't covered bees as well -- and perhaps by implication other forms of wildlife such as hedgehogs. It would be good if there could be some consideration of wildlife needs.</p>	<p>Livestock</p>	<p>1. No change. Bees keeping is available through consent.</p>

o46	<p>1. It would be really nice for people without gardens to keep hens.</p> <p>2. Also the allotment is perfect for bees and should be encouraged on each plot. Both these statements are worded negatively. It would be better to say the council needs to give permission to keep bees. Then you could look at restricting the number of hives per area based on expert knowledge.</p>	Livestock, Bees	<p>1. No change.</p> <p>2. No change. Beekeeping is available through consent.</p>
o47	<p>1. A request to move stress should also include "regard to the cultivation and maintenance of the Tenant's current Allotment Plot".</p> <p>2. Termination should include the possibility that a tenant can terminate the lease by giving due notice and making good the plot, as in other instances of termination. Termination should also occur after death (plus a period for bereavement), so that a plot can be allocated to someone on the waiting list and not simply handed onto a family member.</p> <p>3. The proposal for allocation based on proximity to the site is understandable, but is disproportionately weighted against people living in areas of dense housing without any existing or feasible allotment sites. For example, people in Pilton or Muirhouse has high rise housing, would be difficult to maintain sufficient security of a site, and many residents would not be within a kilometer of the site. This policy position might well need an equality impact assessment on this point and others e.g. disabled tenants who need support to maintain their plot.</p> <p>4. I don't understand why the sheriff is mentioned if the council proposes to deal with all matters.</p> <p>5. It doesn't make sense to specify a maximum size of one greenhouse and one polytunnel. Either people should have to choose one or the other, or state a maximum size of a greenhouse and polytunnel combined...unless the polytunnel issue is that it is opaque and, therefore, casts more shade on neighbouring plots.</p>	Move, Eligibility, Sheriff, Shed, Poly tunnels	<p>1. Amended. See 4.6.</p> <p>2. Amended. See 17.10.</p> <p>3. Amended. See 4.8(ii).</p> <p>4. No change. The Sheriff shall be the arbitrator between a Tenant and the Council.</p> <p>5. No change.</p>
o48	<p>1. I don't think dogs should be allowed on to allotments.</p>	Pets	<p>1. No change.</p>
o49	<p>1. The only thing I would add is that dogs should be kept on leads at all times.</p>	Pets	<p>1. No change.</p>
o50	<p>1. I would prefer people kept dogs 'on leads' not just 'under control'.</p>	Pets	<p>1. No change.</p>
o51	<p>Poly tunnels should be allowed to be larger than glasshouses or sheds by perhaps an extra metre or 2. They are more temporary in nature and very useful for keeping out pests and wind, particularly in exposed sites.</p>	Poly tunnels	<p>1. Amended. See 11.2.3.</p>
o52	<p>1. None of the rules appear to be enforced anyway so it really doesn't seem to matter what rules you write. Plenty of large structures on our site that are not within the rules and are not used for growing. Also sites used solely for growing flowers and not food. The size limit for polytunnels is far too small while other plots seem to get away with the entire plot covered by a polytunnel. A reasonable size polytunnel would be 6x3 metres and if sited centrally it will not impact on neighbours plots.</p>	Poly tunnels	<p>1. Amended. See 11.2.3.</p>
o53	<p>1. I have concerns on the size restrictions for new poly tunnels. A poly tunnel serves to extend the growing season and allows cultivation to continue in what would be otherwise adverse conditions- this is particularly important in this time if climate emergency and the resultant extreme weather pattern. A poly tunnel provides an effective means to overcome these conditions and allows for ongoing cultivation, so larger structures should be allowed and indeed potentially promoted as good practice</p>	Poly tunnels	<p>1. Amended. See 11.2.3.</p>
o54	<p>1. I strongly think that ploholders should be allowed to have a polytunnel or greenhouse up to 25% of their plot size as this enables growing veg for 3 seasons . My polytunnel at Westmains site - plot 68 has been fantastic and doesnt take up more than 25% of the groundspace . Yet there seems to be such opposition to this form of growing under shelter ..</p>	Poly tunnels, greenhouses	<p>1. Amended. See 11.2.3.</p>
o55	<p>1. It is unfair that some current allotment plots have large polytunnels whereas new leaseholders are only entitled to a 2M by 3M polytunnel. There are no regulations on amount of sheds on one allotment plot. One of the plots on my allotment site has 3 sheds which casts a lot of shadow</p>	Poly tunnels, sheds	<p>1. Amended. See 11.2.3.</p>
o56	<p>1. I feel that restricting the size of a polytunnel to 2m x 3m lacks vision and sense. A 2m x 3m will be constructed from cheap and shoddy steelwork and other materials, with a tendency to suffer damaged in high winds, and to purchase one of that restricted dimension will probably be a waste of money. Most of the polytunnel manufacturing companies make robust and sturdy units, starting at 3m wide x multiples of 2m in length, with excellent wind resistance. A polytunnel differs from a greenhouse in the fact that it is a protected growing area, wherein the plants are grown to maturity inside, usually directly into the soil. A polytunnel is a permanent structure although it can be dismantled and removed in a few hours, if required. There is no glass to shatter and cause problems and no flimsy steelwork to later rust away in some corner. The polythene cover has an expected life of between five and ten years, with some lasting even more than that. I would not be happy if I was restricted to a 2m x 3m polytunnel. It is too small, and by it's very nature, too flimsy. It would be much better if a larger unit could be built, say at least 3m wide x 6m long. Shorter than this would be too short. A polytunnel will extend the growing season at both ends and will enable ploholders to grow some vegetables which might otherwise struggle to survive outside i.e. tomatoes. 2m x 3m is big enough for a greenhouse, as this is a completely different system. A polytunnel is not a cheap version of a greenhouse. see above. 2m x 3m is also big enough for a hut.</p>	Poly tunnels	<p>1. Amended. See 11.2.3.</p>
o57	<p>1. Ponds need to be mentioned with view to safety ie: restrict size and depth - I sometimes bring grandchildren with me ( keen for them to learn)</p> <p>2. No refuse collection system.</p> <p>3. I may be old fashioned but regard allotments as a food growing exercise- suggest restrict area used for decorative purposes- B and Q style petunias , paving galore and so on everywhere is NOT green!</p>	Pond, Waste	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change.</p>

o58	<p>1. 4.5 - disagree with refusing a plot will cause removal from waiting list. Unfair unless you intend making sure plots ARE relet in perfect, weed free condition.</p> <p>2. 4.11 - a single allotment per 'Residence' - so children or even lodgers cannot take an allotment?</p> <p>3. 5.4 - Joint Tenancy - no definition</p> <p>4. 11 - Buildings - what if the structures are there when the plot is taken over? Polytunnel size is tiny, they aren't made that small. Should water collection be mandatory off roofs?</p> <p>5. 14.1.3 Why is there a limit on compost bins? Better to encourage on plot composting over bonfires in however many composting bins you need.</p>	<p>Process, Eligibility, Joint tenancy, Poly tunnels, composting</p>	<p>1.No change. Definition as per Community Empowerment Act.</p> <p>2. Amended. See 4.11.</p> <p>3. Amended. See 2.1 (xvi).</p> <p>4. Amended. See 11.2.3.</p> <p>5. Amended. See 14.1.3.</p>
o59	<p>1. As stated before the way the council set the rent now is unacceptable and obviously hoping to price a number of plot holders out of keeping their plots on. Solely to reduce the waiting list to make the numbers look better. The increases over last few years coupled with the council NOT improving existing sites is a joke.</p>	<p>Rent</p>	<p>1. No change.</p>
o60	<p>1. Regarding setting of rent Sections 5.1, 5.2, 5.2.1 and 5.2.2</p> <p>There is a distinct jeopardy that giving the Council carte blanche like this will be used to impose and justify unfair rents. (The Council has previously suggested raising rents threefold). In the past (e.g. Cultivating Communities I) the Council has cited comparison factors such as</p> <ul style="list-style-type: none"> <li>- RPI/CPI,</li> <li>- level of charges for other outdoor recreational or leisure activities provided by CEC</li> <li>- the level of allotment rents in the rest of Scotland and the scale in England</li> </ul> <p>Also as it currently reads (5.1 to 5.2.2) the rents are going to be set at the SITE level and not be standardised, as they currently are, across all the sites in the City. This possibility of variation from one site to another is invidious and MUST NOT be written into the regulations as it is a recipe for chaos and manipulation in order to further commercial interests. You can easily imagine an exodus from a more expensive site to a cheaper one and this would suit developers down to the ground. Don't introduce this opportunity for erosion of the allotment estate and support the equanimity currently enjoyed by allotment tenants across the City.</p>	<p>Rent</p>	<p>1. No change.</p>
o61	<p>Indication of the situation of sheds, glass houses or polytunnels already on plots should be referred to. Are size restrictions given in the document only referring to new structures after the date the new document is approved?</p>	<p>Sheds, glasshouses, polytunnels</p>	<p>1. No change. Sizes apply to all new structures.</p>
o62	<p>1. Re. the colour of sheds on new sites. Black is not mentioned as a specific colour, yet it is the very one which most 'disappears' a shed. Brown and cedar just make them stand out!</p> <p>2. In Section 12.2 ..... 'Dogs must be kept under close control'. I think the wording should be that dogs should be kept under control, AND on leads. If a dog is not on a lead then there is the possibility of it not being under proper control if it is distracted by something. I speak from experience. A dog, seemingly under control, came onto my site. It saw a cat sitting by the pond. The dog flew at the cat and landed in the pond, puncturing the liner. This resulted in a half drained pond, a lot of homeless frogs and an expensive and time consuming exercise in remaking the pond.</p>	<p>Sheds, Pets</p>	<p>1. Amended. See 14.1.6.</p> <p>2. No change.</p>
o63	<p>1. I think there should be a bit of flexibility re colour of paint for sheds. A little colour, using appropriate shed paint, surely should be seen as an improvement, adding cheer in amongst all those drab brown and green sheds</p>	<p>Sheds</p>	<p>1. Amended. See 14.1.6.</p>
o64	<p>1. The proposed maximum dimensions for sheds at 2m by 3m, could be usefully more flexibly expressed as maximum ground occupied of 6 sq m.</p> <p>2. Glasshouses and polytunnels are marketed in imperial units, often in 2 feet increments. Again, more useful flexibility would come from defining a footprint of not exceeding 6 sq meters. NB 10 feet is equivalent to 3.045 meters, whilst a 6ft by 10 feet glasshouse/polytunnel has a footprint of 5.5 sq meters.</p> <p>3. Unclear why, when permitted dimensions are published in the regulations, that the allotment officer should also need to sign off all construction or alteration.</p> <p>4. Clarify that the rules about plottolders boundary maintenance obligations only apply to plot boundaries within the site, with external boundary maintenance continuing to be the responsibility of the Council.</p>	<p>Shes, Glasshouse, Poly tunnels, Boundary</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change. Consent is require to ensure construction is suitable for the site and location.</p> <p>4. Amended. See 11.4.</p>
o65	<p>1. Site safety: nothing seems to cover allotments that have safety hazards - sharp metal plot edging, protruding sharp metal stakes etc</p> <p>2. Tidiness: lots of plastic sheeting etc blows across other allotments because not properly secured. Also bits of carpet etc, possibly contaminated by fire retardants</p> <p>3. Allotment committees: no statements about their roles and duties or if their 'rules' are enforceable</p> <p>4. Wildlife: no comment about importance of allotments for it, allowing habitats etc round the edges and on part of plots. Ref. Edinburgh Local Biodiversity Action Plan .</p>	<p>Site safety, Waste, Committees, Biodiversity</p>	<p>1. No change. See 9.1.</p> <p>2. No change. See 9.1.</p> <p>3. No change. See 14.2.</p> <p>4. No change.</p>

o66	<p>1. I note that the Council deviates from law in the definition of what size a plot should be. It is claiming that a plot shall be whatever size the Council says is a plot. Full sized plots as defined in law should be the standard, and if someone is prepared to accept a half plot, as an interim, but wishes in time to have a full plot, they should remain on the waiting list and not be taken off it until a full plot becomes available. The Council is clearly signalling its intention to subdivide and subdivide the 1500 or so full sized plots in order to meet the demands of the very large waiting list, rather than create more allotment sites. Whilst I do sympathise with the Council's resource problem, I think it should not shy away from the challenge in this way. Creating more allotment sites is a duty in law, to meet demand, but it is not just for the benefit of those who want allotments, full size or not. It is also increasingly important for biodiversity and for halting species extinction especially of pollinating insects, which is occurring at an alarming rate. It has been shown that pollinating insects including many bee species are surviving and thriving in urban areas such as parks, gardens, and allotment sites, because these areas are free from the use of pesticides that are wiping them out in the countryside. Therefore the Council should face up squarely to the challenge of providing more allotment sites as the law requires, and not take the lazy way out by a policy, clearly evident here in these draft regulations, of subdividing existing full sized plots. This is wrong on so many levels - and it is open to legal challenge. Please rethink this!</p>	Size	1. No change. Regulations have a duty to comply with the provisions within the Community Empowerment (Scotland) Act.
o67	<p>1. Item 4.2 (v). 'size of plot' is ambiguous. People may think it means whole or half, or they may think it means measurement in meters, which most people won't know ab. If you mean whole or half, could that be put in brackets here, or a reference made to another page where the dimensions are provided?</p> <p>2. Item 5.2.1 take out comma after 'repairs' and before 'and maintenance'.</p> <p>3. Item 9.3 In cases where there are rabbits and rats on a site, plot holders are generally asked to ensure that they discourage them by e.g. not putting any cooked food on compost heaps, or having spaces under huts. I wonder if something needs to be added here, or elsewhere, to explain what form 'pest control' might take?</p> <p>4. Item 10.2. Change 'is' to 'are' in last line.</p>	Size, grammar, Pest Control	<p>1. No change. Regulations have a duty to comply with the provisions within the Community Empowerment (Scotland) Act.</p> <p>2. Amended. See 5.2.1.</p> <p>3. No change.</p> <p>4. Amended. See 10.2.</p>
o68	<p>1. I strongly disagree with 4.5. As I said to begin with, a plot should be what is defined as a plot in the allotment legislation, a full plot of 6m x 22m, not what the Council decides is a plot. If you are on the waiting list and are offered a half plot (3m x 22m) but wanted a full one, you should be allowed to accept the half plot meanwhile but be kept in line for the first full plot that becomes available. Your name should not be taken off the waiting list. Full plots should remain and be available for people that want them. It is not a solution to the demand for plots and long waiting lists to keep subdividing and subdividing plots. Though I am in favour of there being different sizes available, as some folk actually only want a small bit of ground. The Council needs to keep up the search for new sites to meet the demand rather than subdivide. This will be good for the environment, biodiversity and wildlife too. Allotment sites are sanctuary sites for pollinating insect species which are becoming extinct at an alarming rate. So the Allotments Service needs to keep up the pressure on the Council to provide more sites for environmental reasons alone.</p> <p>2. And of course this also raises an issue about sheds, fruit cages, etc.. If a plot is allowed to be defined as a weeny weeny plot (i.e., a quarter plot, because the Council has decided, 'it's a plot') how then are you going to get a shed or greenhouse on it if all you have is the equivalent of a quarter plot?</p> <p>3. I also think the Council should think about land that might not be obvious for a site, for instance, bits of unused land that have been tarmaced over. Because you could build planters on that land, and if they were deep (i.e., high) they would actually be wheelchair accessible (with the tarmac) which isn't possible where there is earth. It's actually a bit of an advantage, as you wouldn't have to spend time weeding the paths or cutting the grass. You would just attend to your planters. And if they were on wheels you could even move them from site to site or place to place. I think whilst traditional plots should be available and are idea, the Council should think of other places where it might be possible to cultivate using planters.</p>	Size.	<p>1. No change. Regulations have a duty to comply with the provisions within the Community Empowerment (Scotland) Act.</p> <p>2. No change.</p> <p>3. No change.</p>
o69	<p>1. 11.1 although in general agreement the suggestion that all structures must have the 'prior written consent' of the Council is far too restrictive and unnecessary. Equally can all three listed structures be constructed per plot or 1, or 2?</p> <p>2. 16.4 the requirement for 3 Enforcement Notices within 12 months is potentially opening the system up to abuse. Suggest two Notices as the maximum.</p>	Structures, Enforcement	<p>1. No change.</p> <p>2. No change.</p>
o70	<p>1. These rules will create a two tier system for new plot holders and existing plot holders.</p> <p>2. The rule on dismantling existing sheds will have unintended consequences as no new plot holder in their right mind would take on an old shed as they would become liable for the costs of maintaining and dismantling the shed.</p> <p>3. The rule on seeking permission from the council for any "structure" is far too vague and is unenforceable. Is a bean frame a "structure"? A cold frame? A watering system? A rainwater tank? A tomato stake? A 6x4' greenhouse of permitted size?</p> <p>4. The rule on fences and hedges will require plot holders to grub out many kilometres of existing hedges and to evict the wildlife that they house. On plots with 80-100mph winter winds, some kind of wind-break is required to protect plants.</p>	Structures, hedges	<p>1. No change.</p> <p>2. No change.</p> <p>3. Amended. See 11.</p> <p>4. Amended. See 14.1.4.</p>
o71	<p>1. I think this looks good. If anything I think the procedure for termination could be stricter; I don't think the council will go to that step without a good reason so one could see the process being quicker.</p>	Termination	1. No change.

<p>o72</p>	<p>1. Allotment termination procedures. These seem to allow for a whole year to pass by (3 warnings in a year), before tenancy is terminated. This is way way too long, and is why so many of the plots have been virtually unused for years. Please add a time scale for rectification following a letter, one month is perfectly adequate, then after 3 letters (3 months), the allotment is passed on to the next person on the waiting list.</p> <p>2. Council rent payment. The council should ensure that they are using up to date address details available from the tenants Council account or council tax department.</p> <p>3. The reason I strongly object to point no. 3. is the priority to those within 1km of the site. I object only because some people will not have any site within 1km of where they live, so at this range they would never get priority for any site. Surely wherever you live you should have priority for the nearest site, but a realistic distance for this will be based on postcode.</p> <p>4. 10.1 could you add that tenants should cut the grass between plots where it exists.</p> <p>5. Bonfires: Could you add that green plant material which is compostable should not be burnt. There are people who burn everything creating very smoky fires which is unpleasant for others and not good for the environment</p> <p>6. Cultivation of plots: Would it be helpful to put in the regulations that if a plot is noted to have a low cultivation level (e.g. below 70% for a full plot, 50% for a half plot), the council (i.e. the allotments officer), is entitled to reduce the size of the plot, following discussion with the tenant. This would make it easier for both the person who is not managing the size of the plot (particularly e.g. due to ageing or long term health condition), and for the allotments officer. It would make it easier for someone to continue having a plot to suit them, rather than potentially going down the route of letters and final termination of the lease.</p>	<p>Termination, Rent, Eligibility, Bonfires, Cultivation</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. Amended. See 4.8(ii).</p> <p>4. Amended. See 10.1.</p> <p>5. Amended See 14.1.2.</p> <p>6. No change. Undertaken as an operational issue.</p>
<p>o73</p>	<p>The council should provide allotments that are free from the shade of overhanging trees where trees are grown on a public pathway eg Bridgend.</p> <p>The council should be firmer in enforcing the 75% cultivation requirement</p> <p>Painting a shed red or blue should not be prohibited. This undermines these rules.</p>	<p>Trees, Cultivation, Paint</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. Amended. See 14.1.6.</p>
<p>o74</p>	<p>1. I think all this should go to a FULL FEDAGA COMMITTEE for approval and there should be NO amendments made without the FULL COMMITTEE being made aware. The FEDAGA full COMMITTEE are the best independent group to check things without the restrictions of being on the Council Strategy Committee.</p> <p>2. 4.5 Refusal of a plot that is "reasonable " should not mean the person is put off the waiting list. Too far to walk for someone with arthritis or a structure needing lots of maintenance as I got are good reasons for refusal.</p> <p>3. 4.6 and 4.7. The status of someone on the waiting list wanting to move plots or sites is unclear and needs defined.</p> <p>4. 4.8. 1 km radius is VERY small. 2 or 3 would be better.</p> <p>5. 4.11 It discriminates in those unrelated in HMO flats or houses.</p> <p>6. 6.1 this should specifically exclude the perimeter fence. You can't expect us to maintain these complicated high security structures to an acceptable professional level.</p> <p>7. 7.1 the % should INCLUDE all cultivatable areas so INCLUDE non path areas of poly tunnels and greenhouses.</p> <p>8. 9.1 This should specifically exclude the perimeter fence as not part of the allotment.</p> <p>9. 11.1 If you are to include existing structures you have to specify time for removal etc.</p> <p>10. 13.1 The money may go to the site association, FEDAGA or SAGS so they should be specified.</p> <p>11. 17.8. It is the assumption that you will remove all sheds/ poly tunnels/ greenhouses unless the Council says you do not have to. You may have inherited them. It is not clear who owns a structure handed down from a predecessor. It might be better worded to say" The Council has the right to order you to remove any structure upon the termination of the lease" . That way dangerous structures are not left for the Council to remove upon termination. WE ALL KNOW THE RULES NEED UPDATED. HOWEVER THE STRATEGY GROUP SHOULD SIT DOWN WITH THE LEGAL TEAM TO SORT OUT BETTER DEFINITIONS, WORDING AND CONFLICTS WITH OTHER ACTS THAT ARE PRESENT IN THIS DRAFT. AFTER THAT THE REDRAFTED PROPOSALS SHOULD GO TO THE FULL FEDAGA COMMITTEE.</p>	<p>Various</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. Amended. See 4.6.</p> <p>4. Amended. See 4.8(ii).</p> <p>5. Amended. See 4.11.</p> <p>6. Amended. See 11.4.</p> <p>7. No change.</p> <p>8. Amended. See 11.4.</p> <p>9. No change. Does not include existing structures.</p> <p>10. No change.</p> <p>11. No change.</p>
<p>o75</p>	<p>Just a couple of things that have not been mentioned either now or before,.</p> <p>1. The lack of vermin control - last year in particular at Carricknowe, most of us suffered a vast loss of crops from both rabbits and then squirrels. In 2019 the rabbit infestation had many of us talking about giving up as we repeatedly turned up to find crops eaten again and again. We need to see some action taken by the association as used to happen many years ago.</p> <p>2. Extenuating circumstances should include bad/ extreme/ longer periods of weather conditions, which we have experienced in the past couple of years, can lead to longer making it much less controllable to keep the plot cared for and productive and can lead to jobs to mount up which can contribute to the plot looking uncared for and productive.</p> <p>3. Climate change has obviously affected us all and I have noticed that my time spent on the plot is much more governed by the weather.</p>	<p>Vermin, Cultivation</p>	<p>1. No change.</p> <p>2. No change.</p> <p>3. No change.</p>

o76	Section 16- this states that a Final Warning Letter can be issued if issues are not resolved at end of 21 days. However, it also states that if 3 enforcement notices are issues in 12 months then a Final Warning Letter can be issued. It does not seem clear to me whether 3 enforcement issues have to be issued before a Final Warning Letter is issued or if this can be done after 21 days.	Warnings	1. Amended. See 16.4.
o77	A couple of suggestions:  1. a probation period for new plot holders - maybe a year - where to keep the plot you need to demonstrate cultivation/progress (relative to the state of the plot when it was handed over)  2. problem of repeat offenders - people who do the minimum to rectify a minimally cultivated plot - could be addressed by changing the regulation so warnings from previous years count in the assessment of the current year	Warnings	1. Amended. See 16.1.  2. Amended. See 16.4.
o78	1. I feel water should be available 12 months of the yr not turned off in the winter and only put back on late spring	Water	1. No change. Frost requires supplies to be turn-off.
o79	1. I am concerned about the part of the regulations that stipulates you must not let weeds spread to other allotments. In keeping with current efforts to enhance wildlife habitat I practice a minimum now and have been rewarded with an increase in wild flowering plants, however I am aware that some people will view these as weeds as could complain.	Weeds	1. No change.
o80	1. Might be worth listing types of weeds that will not be tolerated. e.g. bindweed, Himalayan Balsam, giant hogweed etc.  2. 6.3 - Site associations should not play any part in boundary disputes. Boundaries are set by the council and should remain their jurisdiction.  3. There is no longer an option for family members who wish to 'inherit' a plot. Plot holders who have already put this process in to action should not have this removed. New plot holders will not have this option.	Weeds, Disputes, Inheritance	1. No change.  2. No change. Consultation will take place but decision on resolution will be the Council's.  3. Amended. See 2.1(xvi).
o81	There's nothing about: 1. people 'growing' (by choice or by laziness) spreadable weeds. Nor what a weed is - and the need to keep weeds down!  2. Again - our neighbours are truly terrible at maintaining their edges / paths - and it is always spreading onto our plot.  3. Nothing about use/ non use of herbicides - which are polluting our aqua systems. IS this something you have a policy on?	Weeds, Paths, Herbicides	1. No change. See 7.1.  2. No change. See 9 & 10.  3. No change. Individual sites have organic policy.

## THE CITY OF EDINBURGH COUNCIL

### ALLOTMENT REGULATIONS

#### 1 COMMENCEMENT

- 1.1. These regulations (the “**Regulations**”) adopted by resolution of the City of Edinburgh Council (the “**Council**”) dated [INSERT DATE] relate to all Allotment Sites 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 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 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;
  - (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) “**Edinburgh Resident**” shall mean a person who is solely or mainly resident at premises the postal address of which is in the City of Edinburgh Council area;
  - (iv) “**Eligible Person**” shall mean an Edinburgh Resident aged 18 years or over, or any Third-Sector Organisation, and “**Eligible Persons**” shall be construed accordingly;
  - (v) “**Joint Tenancy**” shall mean two or more individuals jointly responsible for a plot.
  - (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 and 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) **“Relevant Period”** shall mean 21 days;
  - (ix) **“Residence”** shall mean any residential property which is the sole or main residence of an Edinburgh Resident;
  - (x) **“Site Association”** shall mean any association representing the Tenants of an Allotment Site;
  - (xi) **“Tenant”** shall mean an Eligible Person, to whom an Allotment Plot has been leased under the terms of the Regulations;
  - (xii) **“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;
  - (xiii) **“Third Sector 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 Council in respect of each Allotment Site of persons who, by way of written notification, have made a request to lease an Allotment Plot.
- 2.2. References to “consent of the Council” or words to similar effect mean a consent 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 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 may be made:
- (i) online via the Council's website; or
  - (ii) by requesting a paper application from:

Parks, Greenspace and Cemeteries  
Waverley Court  
4 East Market Street  
Edinburgh, EH8 8BG

Email: [allotments@edinburgh.gov.uk](mailto:allotments@edinburgh.gov.uk)

Phone: 0131 529 7916

or such other contact details as publicised by the Council from time to time.

- 4.2. Applications must include the applicant's:
- (i) name;
  - (ii) address;
  - (iii) date of birth;
  - (iv) preferred Allotment Site(s);
  - (v) preferred size of Allotment Plot;

and may include the applicant's:

- (vi) email address (if applicable); and
- (vii) Relevant Circumstances (if applicable) that the applicant wishes the Council to be aware.

- 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

- (i) what has been requested; and
- (ii) the provisions of the 2015 Act.

- 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 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 Council 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.
- 4.6. 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 requested.
- 4.7. 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.
- 4.8. Where a new Allotment Site is established, the Allotment Plots within that Allotment Site ("New Allotment Plots") shall be allocated on the following basis:
  - (i) 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.
  - (ii) 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.
- 4.9. All Tenants are required to sign a Lease on terms provided by the Council at the start of their tenancy of the Allotment Plot.
- 4.10. Where a Tenant is no longer an Edinburgh Resident, the Council will terminate the Lease.
- 4.11. The Council shall allocate a maximum of one Allotment Plot per Residence unless their property is registered as a House of Multiple Occupancy, as defined in section 125 of the Housing (Scotland) Act 2006 as amended from time to time.
- 4.12. Regulation 4.11 shall not affect Tenants who were allocated more than one Allotment Plot prior to the Commencement Date.
- 4.13. Should an Allotment Site or Allotment Plot be removed from service all displaced Tenants will be placed at the top of the waiting list.

## 5 RENT

- 5.1. Unless otherwise agreed with the Council in writing rent shall be paid annually, and the Council shall issue an invoice on or around 18 January each year in this respect. Payment shall be due within 28 days of the date of the invoice. The Council shall set the levels of rent for each Allotment Site annually.
- 5.2. When determining the level of rent the Council shall take account of:
  - 5.2.1 the services provided by, or on behalf of, the Council to the Tenants of the Allotment Sites, including but not limited to site improvements, general repairs and maintenance, utility charges, arboricultural and 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 leased 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 Council.
- 5.4. Concessions shall only apply where all Tenants of a Joint Tenancy are eligible for a concession.
- 5.5. Where a Tenant fails to pay rent within 28 days of the receipt of an invoice issued under regulation 5.1, 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 on a pro rata basis for the period of time that the Tenant has occupied the Allotment Plot. In addition, the Council shall 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 Lease of an Allotment Plot, or sub-let their Allotment Plot without the prior consent of the Council.
- 6.2. 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.
- 6.3. Where there is a dispute between Tenants as to the allocation of land per Allotment Plot, the Council shall 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.

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

## **7 CULTIVATION OF ALLOTMENTS**

- 7.1. Excluding permitted buildings, structures and paths at least 75% of the Allotment Plot must be cultivated to the satisfaction of the Council.
- 7.2. Tenants are responsible for ensuring that weed growth is controlled and must ensure that weeds do not spread to neighbouring Allotment Plots.

## **8 SALE OF SURPLUS PRODUCE**

- 8.1. Tenants may sell produce grown by them on the Allotment Plot. 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 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.
- 9.2. 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.
- 9.3. Tenants shall be responsible for ensuring that appropriate pest and disease control is carried out on their Allotment Plot.

## **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 Council shall direct the Tenants as to how maintenance is to be carried out. This excludes Allotment Site boundary fences.
- 10.2. 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. Keys should not be copied as they will damage locks. Replacement keys can be arranged through the Council.

## **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 Council.
- 11.2. Regarding the measurements of sheds, glasshouses and polytunnels on Allotment Plot;
  - 11.2.1 a shed for storage shall not exceed width 2m x length 3m x height 2.4m;
  - 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 2m x length 3m x height 2.4m or 25% of the Allotment Plot area.
- 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 Council. Any modification to an existing building or structure, other than as part of a regular repair, shall require the prior written consent of the Council.
- 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 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 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.
- 12.3. 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.
- 12.4. Pets that become a nuisance or annoyance or cause a disturbance to other Tenants should be removed from the Allotment Site.

- 12.5. Tenants shall not kennel dogs or other animals overnight on the Allotment Plot.

### 13 THE KEEPING OF LIVESTOCK

- 13.1. Tenants shall not keep livestock including poultry and other birds on the Allotment Plot.
- 13.2. 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 ACCEPTABLE USE

- 14.1. The following conditions apply to all Allotment Plots and Tenants:
- 14.1.1 **Barbed Wire:** Tenants shall not have or use barbed wire on the Allotment Plot;
  - 14.1.2 **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 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 **Compost bins:** Where there is no Site Association rule for compost bins all compost bins must be to the satisfaction of the Council. Materials composted should be green waste grown on the site only and should not attract vermin.
  - 14.1.4 **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 Council. Hedges must be maintained to a maximum height of two metres and not cause any issue with a neighbouring Plot Tenant. Willow or elder hedging are not permitted.
  - 14.1.5 **Fruit cages:** 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 25m<sup>2</sup> unless permission from the Council has been obtained and they should not trap birds.

- 14.1.6 **Sheds:** On sites with a Council installed shed Tenants must regularly maintain this shed and treat it with water-based preservative (non-toxic) in green, black, brown, or cedar. The Council accepts no responsibility for the maintenance or replacement of any such sheds.
- 14.1.7 **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).
- 14.1.8 **Organic:** If an Allotment Site has been designated as organic, Tenants must only use treatments for the control of pests, weeds and fungi which have been approved by the Council for use in the cultivation of organically grown produce.
- 14.1.9 **Pathways:** Tenants shall not block or obstruct the access to the Allotment Site, nor any of the access paths within the Allotment Site.
- 14.1.10 **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 Council. Any material deemed unsuitable shall be removed immediately at the request of the Council.
- 14.1.11 **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 root 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 Council, the Tenant must remove any fruit trees that are not maintained in accordance with this clause at the Tenant's own expense.
- 14.1.12 **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.
- 14.1.13 **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 Council.
- 14.2. Tenants must also have regard to any Site Association rules that pertain to the relevant Allotment Site.

## 15 LANDLORD INSPECTIONS

- 15.1. The Council shall be entitled to inspect any Allotment Plot at any time without notice.

## 16 ENFORCEMENT

- 16.1. Where a Tenant is in breach of the Regulations, the Council may, issue an enforcement letter to the Tenant, setting out the reasons for the breach (the "Enforcement Letter").
- 16.2. The Tenant must, within the Relevant Period of receiving an Enforcement Letter, either:
- 16.2.1 rectify the breach to the satisfaction of the Council; or
  - 16.2.2 provide an explanation of any Relevant Circumstances that justify the breach to the satisfaction of the Council.
- 16.3. If, at the end of the Relevant Period, the Tenant has not either:
- 16.3.1 rectified the breach to the satisfaction of the Council; or
  - 16.3.2 provided a suitable explanation of Relevant Circumstances to the satisfaction of the Council;
- the Council may issue a Final Warning Letter in accordance with regulation 17 of these Regulations.
- 16.4. If a Tenant has received two Enforcement Letters within a 12-month period, and the Council intends to issue a third Enforcement Letter within that 12-month period, the Council shall instead issue a Final Warning Letter in accordance with regulation 17 of these Regulations.
- 16.5. Any information communicated to the Council to support a claim of Relevant Circumstances shall be dealt with confidentially and in accordance with applicable data protection legislation.

## 17 TERMINATION

- 17.1. One month prior to issuing a notice of termination of a Lease, the Council shall write to the Tenant, informing them that the Council is proposing to give notice of termination (the "Final Warning Letter"), which shall include:
- 17.1.1 the reasons for this proposal to issue a Final Warning Letter; and
  - 17.1.2 where appropriate, the reasons for rejection by the Council of any previous explanation of Relevant Circumstances provided by the Tenant.

17.2. The Tenant shall then have the opportunity to make representations in writing to the Council in relation to the Final Warning Letter, including an explanation of any Relevant Circumstances that justifies any failure to rectify the breach, which the Council shall take account of in making any decision. Such representations must be submitted to the Council within 28 days of the date of the Final Warning Letter.

17.3. If at the end of 28 days following the issue of the Final Warning Letter, either:

17.3.1 the Tenant has rectified the breach to the satisfaction of the Council; or

17.3.2 following consideration of the Tenant's representations, including any Relevant Circumstances, the Council no longer proposes that the Lease shall be terminated;

the Council shall write to the Tenant informing them of this.

17.4. If at the end of 28 days following the issue of the Final Warning Letter, either:

17.4.1 the breach has not been rectified to the satisfaction of the Council; or

17.4.2 the Tenant has not provided an explanation of any Relevant Circumstances to the satisfaction of the Council;

the Tenant shall be in breach of the Regulations and the Council may terminate the Lease 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.

17.5. A Tenant who is aggrieved by the Termination Letter may appeal to the sheriff within 21 days of the date of the Termination Letter.

17.6. The Termination Letter has no effect until:

17.6.1 the period within which an appeal may be made has elapsed without an appeal being made; or

17.6.2 where such an appeal is made, the appeal is withdrawn or finally determined.

17.7. The decision of the sheriff on appeal is final.

- 17.8. Upon the termination of the lease, the Tenant shall remove, unless otherwise agreed with the Council, 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 Council, the Council 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 Council in so doing. Any buildings, structures or equipment left on an Allotment Plot will become the property of the Council and may thereafter be offered to the next Tenant.
- 17.9. Each Tenant is responsible for returning the keys to the Allotment Site to the Council at the end of their tenancy.
- 17.10. A Tenant can terminate their lease at any time, however no refund of rent already paid will be made.

**18 EXTREME CIRCUMSTANCES**

- 18.1. 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.

**19 LIABILITY FOR LOSS OR DAMAGE TO PROPERTY**

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

**FOR AND ON BEHALF OF CITY OF EDINBURGH COUNCIL**

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

..... (Print Full Name)

..... (Witness)

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

..... (Witness' Address)

.....

..... (at)