

# **Cropwell Bishop Allotment Association**

**February 2013**

# **Handbook**

***- for plot holders***

# Rules

## 1. Use of the Land

Gardens shall only be used as allotment gardens for private horticultural purposes and not as market gardens or for the purpose of any trade or business.

## 2. Cultivation Standards

Gardens are to be kept clean and free of weeds and rubbish and in a good state of cultivation, fertility and generally in good condition.

## 3. Paths and the Perimeter Hedge

A 30cm (minimum) path is to be maintained between plots and this is the responsibility of the allotment holder. Each allotment holder shall maintain a path to the left hand side of their plot (as viewed from the 'central path' of the site). Paths adjoining members' gardens are to be maintained in good condition by the member.

Access to a half-plot is via the central path or perimeter path on its boundary: not via the adjoining plot.

The maintenance of the perimeter path, the central path and hedge are to be the responsibility of the association.

## 4. Sheds and Greenhouses

4.1 Good quality sheds or greenhouses (including poly-tunnels) measuring no more than 2.5m x 1.8m (8ft x 6ft) are permitted on allotment plots. The location of these buildings must not affect the enjoyment of neighbouring plots. All structures are to be adequately secured to the ground to prevent uplift.

4.2 If the Committee is not satisfied with any structure it can request it be removed. Any structure erected on an allotment is at the owner's expense and risk. If an allotment tenancy is terminated then the outgoing tenant can offer any structure to the incoming tenant. If the new tenant does not wish to buy it/accept it the Committee may require the outgoing tenant to remove such a structure within 28 days. In the event of the structure not being removed from the site, the association will take responsibility for the structure and will charge the owner for the cost of its removal. Under no circumstances can the outgoing tenant make the purchase of any structure a condition of tenancy.

4.3 Plottolders must obtain written permission from the Committee prior to the construction of any structures. No signs or advertising is allowed.

## 5. Trees and permanent plants etc.

Only dwarf type trees are to be planted on the allotment. Any fruit trees or

bushes must be maintained at a reasonable height (2 metres maximum) and must not be allowed to become overgrown. Any trees or bushes must not cast shadow over neighbouring plots and The Committee may request a plot holder to reduce the size or remove any tree or bush if necessary. If an allotment tenancy is terminated then the outgoing tenant can offer any trees or bushes to the incoming tenant. If the new tenant does not wish to buy/accept them, the Committee may require the outgoing tenant to remove such trees or bushes within 28 days. Under no circumstances can the outgoing tenant make the purchase of any trees or bushes a condition of tenancy. In any case, any permanent plantings such as hedges must have written permission from the Committee.

## **6. Subletting**

Members may not sub-let, assign or part possession of their gardens or any part thereof except with the written consent of the Committee who may use its discretion in exceptional circumstances.

## **7. Harm and Nuisance**

- 7.1 In the interests of safety, plot holders shall act in a manner so as not to cause danger or injury to themselves or others.
- 7.2 Plot holders must act in such a manner so as not to cause a nuisance or annoyance to the local community, occupants of adjoining properties or any other plot holder.
- 7.3 The removal of produce or other items from other tenants plot without their express permission will be deemed to be theft.
- 7.4 Plot holders causing annoyance, nuisance or theft will be subject to the Association procedures as laid out in the constitution, which may result in loss of their tenancy.

## **8. Dogs**

Dogs must be kept on a lead at all times and faeces are to be collected and disposed of in a proper manner. Dogs may not be kept on site overnight.

## **9. Visitors**

Members will be held responsible for the due observance of the rules by visitors.

## **10. Vehicular Access**

Whilst plot holders are encouraged not to bring vehicles onto the site, vehicles are allowed within the boundaries of the allotments. Vehicles should be parked to keep all paths and gateways accessible at all times. Vehicles must not obstruct any roadway used by farm and other vehicles giving access to the farm or any adjoining land.

## **11. Waiting List**

A waiting list of prospective tenants will be kept by the Secretary and vacant plots allocated in strict rotation by date of application. Application to be put on the waiting list must be made in the first instance by contacting the Committee. If a vacant plot is refused by the person at the top of the waiting list they will be automatically placed back at the bottom of the list unless there are exceptional circumstances preventing that person taking the offered plot (such as disability).

## **12. Bonfires**

Bonfires should only be lit with dry materials and extinguished if requested by other members in the vicinity. A bonfire may not be left unattended. No bonfire should be lit when the wind is blowing towards neighbouring houses. No member shall put out another members fire but shall report the offending member to the Committee.

## **13. Barbed Wire**

No barbed wire is to be used on the allotment site.

## **14. Refuse**

Except manure and compost in such quantities as may be reasonably required for use in cultivation, plot holders must not deposit or allow to be deposited any refuse on the allotment field, in hedges or ditches adjacent to the field or on any adjoining land.

## **15. Livestock**

No livestock except for hens are to be kept on the allotment site. Bees are not allowed.

## **16. Sprays**

When using any sprays or fertilisers plot holders must:

- take all reasonable care to ensure that adjoining hedges, trees and crops are not affected, and must make good or replant as necessary should any damage occur, and
- so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
- comply at all times with current regulations.

## **17. Inspections and Terminations**

17.1 The Committee will carry out periodic inspections of the allotment site to ensure that:

- a) The appearance and state of the site meets the standards imposed by the landowner's lease.
- b) No plot-holders are being adversely affected by the activities, or lack of care, of neighboring plot-holders. For example, untrimmed weeds being allowed to spread their seed-heads to adjoining plots.

17.2 Following a site inspection, if the Committee decides that a plot needs attention, it will take the following steps:

- a) Contact the plot-holder and advise what action needs taking.
- b) Inspect the plot 2 weeks later and inform the plot-holder if it is satisfied with the action taken.
- c) If the Committee decides that action still needs taking, it will inform the plot-holder of what must still be done and allow an additional 2 weeks to comply.
- d) At the end of this period, inspect the plot again and inform the plot-holder if it is satisfied with the action taken.
- e) If the problems affecting the plot have still not been satisfactorily dealt with, the plot-holder will be informed that their tenancy will be terminated 2 weeks later.
- f) After termination of the tenancy, the Committee will arrange to rectify any outstanding problems on the plot. It will then, without delay, re-let the plot to someone on the Waiting List or an existing member.

17.3 If a member feels unable to rectify problems identified by the Committee, they are encouraged to contact a member of the Committee for help. For example, personal circumstances or health problems may prevent the required action being taken before the deadline. The Committee can then assist in overcoming any immediate problems with the plot. For example, tall weeds can be cut down. Any work done may incur a charge.

17.4 A serious breach of the rules will result in immediate termination of the tenancy.

17.5 A plot-holder whose tenancy is terminated will not be entitled to any refund of fees paid.

17.6 A member may voluntarily terminate their tenancy at any time but will not be entitled to any refund of fees paid.

Any matters not provided for in these rules shall be dealt with by the Committee at their discretion.

# Constitution

## 1. Name.

The name of the association is the Cropwell Bishop Allotment Association

## 2. Objects.

The objects of the Association are:

- To promote the interests of all members in their gardening activities and to take joint action for the benefit and protection of members.
- To maintain harmonious and productive relationships with our landowners, our leaseholders and the local community.
- To promote a sense of vibrant community; to be socially inclusive; to value sustainability; to have regard for environmental protection; to value biodiversity; to promote open communication.
- To promote the sharing of knowledge about gardening and allotment management in order to promote success in our core task of growing vegetables, flowers and fruits.

## 3. Aims.

The aims of the Association are:

- To establish and maintain a democratically elected and representative Committee to facilitate and develop the Association's objectives.
- To provide allotments for members and to encourage members to keep their allotments in cultivation and weed free.
- To encourage a high standard of vegetable, flower and fruit cultivation by disseminating information by newsletters and any other appropriate means.
- To assist members by applying for grants to improve our site.
- To encourage an interest in organic gardening.
- To encourage members to value wildlife in their allotments.
- To promote sustainability and environmental issues and to improve health of the community.
- To promote good relationships with the local community, providing areas for community groups and maintaining a fair waiting list system for new allotment holders.

## 4. Powers.

In furtherance of the objects, the Association may:

- Co-operate with other organisations and exchange information and advice.

- Take such steps that have been agreed with the Parish Council which are necessary for the good management and cultivation of the allotments.
- Raise funds by any lawful means except permanent trading.
- Accept gifts for the general purposes of the Association or for a specific purpose within or connected with the Objects.
- Do anything within the law that is necessary in carrying out the Objects.

## **5. Membership**

- Membership is open to any person who wishes to further the objectives.
- Every member has one vote at General meetings of the organisation.
- Any dispute between a member and any other member shall be referred to the Allotment Committee, whose decision shall be final.
- The Committee shall have the right for good and sufficient reason to terminate the membership of any member.
- A member whose membership is so terminated shall have the right to appeal to the Complaints Panel, which will consist of the elected members of the committee. Where the Complaints Panel is satisfied after hearing the case put by or on behalf of the member concerned that the member should leave the Association it may terminate that membership by written notice and that notice is final.
- A member may resign their membership at any time.
- The Committee must keep a full list of members.
- The Committee shall keep a waiting list of potential members.
- In the event of a member terminating their membership, the plot will be offered to the person at the top of the waiting list except when a plot has been actively shared with a person whose name was provided to the Committee on first joining the Association. In this event, the named person will be offered the plot.
- The member must observe and perform all conditions and covenants that apply to the Allotment contained in the lease under which Cropwell Bishop Parish Council hold the land other than the payment of the annual rent reserved by such lease.

## **6 Subscriptions**

Every member shall pay an annual subscription of such amounts as the Committee decides from time to time. The annual subscription is due immediately following the AGM each year. Any member who is in arrears as of 28 days later than the date of the AGM without good cause shall be held to have ceased to be a member unless a satisfactory explanation in writing is given to the Committee.

## **7. Annual General Meeting (AGM)**

There must be an AGM of members of the Association every calendar year. At the AGM the members will:

- Receive the Committee's report for the previous year.
- Receive the Treasurer's report and accounts for the previous year.
- Elect the Committee for the following year.
- Determine any other matter of which notice has been given or which members raise.

A General Meeting requires 10 days notice to be given to the members specifying the matters to be dealt with.

The Chairman of the Committee, or in their absence some other person elected by the meeting, will take the chair at the General Meetings.

Every question is decided by a majority of the votes cast. In the case of equality of votes the Chairman has the casting vote.

## **8. The Committee.**

### **8.1 The Composition of the Committee**

- The Committee is the body responsible for the management of the Association.
- The Committee has the power to make rules for the administration of the Association.
- The Committee shall consist of a minimum of five and maximum of ten.
- The members of the Committee are elected annually at the AGM and normally hold office until the end of the AGM the following year.
- A member of the Committee who resigns by written notice to the Committee ceases automatically to be a member of the Committee.

### **8.2 Committee Procedures**

- The Committee must meet at least twice in every year. A special meeting of the Committee may be called at any time on seven day's notice/
- Every question is decided by a simple majority of the Committee members present and voting at a meeting. In the case of equality of votes, the Chairman of the meeting has a second or casting vote.
- The Committee must keep minutes of its meetings and procedures and keep safe all records relating to the Association.
- The Committee may make rules to govern its own proceedings so long as they are not inconsistent with the provisions of the constitution.



### **8.3 Committee Nominations**

- Members of the Committee are eligible for re-election and those wishing re-election should be confirmed before the AGM.
- New candidates who wish to stand for election to the Committee shall make themselves known to the Chairman before the beginning of business at the AGM. Each nomination should be proposed and seconded.
- Nominations may also be accepted at the relevant point in the meeting provided the person named is willing to accept the nomination and is proposed and seconded.

### **9. Finance.**

- All funds belonging to the Association may only be used in furthering the Objects.
- The Committee shall maintain an account for the association at a Bank or Building Society and make regulations governing the signatories on such accounts. All monies received by the Association shall be held in this account.
- No member of the Committee shall receive any payment or other benefit from its funds except for reasonable out of pocket expenses properly incurred for the purposes of the Association.
- The Committee is responsible for the keeping of books of account and for the preparation of an annual report and annual statement of accounts for the Association.

### **10. Amendment of the Constitution.**

The provisions of this constitution may be amended at an AGM by resolution passed by two-thirds of the members present but notice of terms of the proposed amendment must be given with notice calling for the meeting.

### **11. Dissolution.**

The Association may be dissolved at a General meeting by resolution passed by a simple majority of members present.

In the event of dissolution the members of the Committee holding office will remain responsible for the orderly winding up of the affairs of the Association. After paying or making provision for all debts and liabilities of the Association the Committee shall transfer any remaining assets as appropriate.