

LONGBARROW ALLOTMENTS ASSOCIATION RULES

A CONSTITUTION

1. That the name shall be "The Longbarrow Allotments Association, Garden and Social Club Established 1951" hereinafter called- The Association.
2. The objective of the Association is to promote and protect the interests of the Association's tenants and to take joint action for their benefit.
3. The Association shall consist of tenants of the Association whose applications for membership are approved by the Management Committee hereafter called "The Committee". Associate membership will be open to ex plot holders and others approved by the Committee.
4. The officers of the association shall be a President, Chairman, Vice Chairman, Secretary and Treasurer who shall be members of the Committee.
5. The affairs of the Association shall be conducted by the Committee which shall consist of seven members. The Officers and Committee shall retire at the Annual General meeting but shall be eligible for re-election. The quorum for a Committee meeting shall consist of not less than five members. Casual vacancies shall be filled by the Committee and shall hold office until the next Annual General Meeting.
6. The Annual General Meeting shall be held in November each year. A Special General Meeting may be called by the Committee at its discretion or upon a written request being submitted and signed by at least ten tenants.
7. There shall be appointed two examiners of accounts who are not members of the committee, who shall audit the account and shall submit their report to the AGM.
8. The Treasurer shall open a banking account with a Bank or Building Society agreed by the Committee and any monies received from any source shall be paid into the current account within 28 days of its receipt. Cheques drawn on the Association accounts shall always require two signatures from Chairman, Secretary, and Treasurer.
9. The rents paid by tenants shall be reviewed annually and any projected changes must be notified three months in advance.
10. Rents are due on demand on the first day of October each year. Rents not paid within 14 days of the demand will result in forfeiture of the plot unless, due to extenuating circumstances, the Committee grant a special extension.
11. Tenants changing their address must immediately notify the Secretary in writing.
12. The Committee shall have powers to delegate to the Secretary or to a properly constituted sub-committee any powers which may be properly so delegated.
13. The Committee shall have powers to deal with any matters not specifically provided for in any agreement in force between the Association and its tenants or in the interpretation of the rules of the Association and members shall be bound by its decision.

B. GENERAL CONDITONS UNDER WHICH THE ALLOTMENTS ARE TO BE CULTIVATED.

The tenants shall comply with the following rules:

1. Keep the allotment clean and in a good state of cultivation and fertility and in good condition.
2. The use of hosepipes of any purposes is strictly prohibited.
3. Not to cause any nuisance or annoyance to the occupier of any other allotment or adjoining properties.
4. Not to underlet, assign or part with the possession of the allotment garden or any part of it, without the written consent of the Committee.

5. Not to erect any buildings or structures which exceed a maximum height of 1.2 metres with the exception of fruit cages. All compost enclosures must be in dark coloured or unpainted timber.
6. Observe and comply with all conditions and covenants contained in the lease or conveyance under which the committee hold the land.
7. Observe and comply with any other special instructions which the Committee consider necessary to preserve the allotment from deterioration.
8. Not to use the allotment or any part thereof for the purpose of a trade or business and in particular for the sale of any of the fruit or vegetables grown upon it.
9. Not to plant any trees except trained fruit trees of Cordon and/or Espalier types without previous written consent of the Council
10. The tenant shall not later than the termination of his tenancy, remove or cause to be removed at the request and direction of the Committee, all erections of whatsoever kind and the foundations of the same situated on the allotment. If the tenant refuses or fails to comply, the Committee may remove the same and charge the cost thereof to the outgoing tenant. Compensation will not be paid under any circumstances.
11. With the exception of guide dogs, the tenant shall not bring or permit to be brought on to the allotment site, any animal.
12. Not to use the allotment garden or any structure lawfully erected thereon for the storage of any goods, chattels or supplies other than those used directly in the cultivation and maintenance of the allotment.
13. The tenancy of any allotment shall, unless otherwise agreed in writing, terminate on the next rent day after the death of the tenant and shall also terminate should the Council terminate the Association's lease.
14. Tenancies of vacant allotments will be granted to applicants strictly in order of application. The Committee has the right to refuse any application without stating the reason and shall also have the right to make special stipulations in regard to any tenancy.
15. The Committee will make periodic inspections of the site and tenants whose allotments are not in a satisfactory state of cultivation will receive written warning to improve the standard within 28 days. Failure to comply with this first warning will result in 14 days notice to quit the allotment. Should the allotment holder show substantial improvement within the 28 day period the notice may be withdrawn at the discretion of the Committee. However, if the plot is again considered unsatisfactory within a twelve month period commencing from the date of the original warning letter, he/she will be asked to vacate the plot within 14 days. There will be no rent refund. The Committee will have discretion over the application of this rule. When a tenancy is terminated the plot must be returned in good condition. If this is not complied with the Committee has the power to withhold any deposit paid by the plotholder for a gate key in lieu of payment for weed killing and/or clearance etc.
16. Compost, manure, soil heaps and tool boxes must be kept within the tenant's own allotment. The Association is responsible for boundary fences and allotment holders must help to maintain them in good order. The Committee must be informed if and when repairs are necessary.
17. Cars must be parked on designated parking areas and not left on main roadways except for loading/unloading.
18. Manure deliveries dumped on main roads must be cleared as soon as possible and certainly within seven days. No manure is to be dumped on car park areas even as a temporary measure.
- 19a Paths between plots must be kept trimmed and not obstructed by fruit bushes or canes. Fruit bushes etc must not be allowed to grow over paths or roads. Paths must be maintained by the plot holder on whose plot they lie. Tenants of plots which abut the perimeter are responsible for keeping the section adjacent to their plot cut and for maintaining its full four foot width and allow the hedge to grow to the height by which it forms an impenetrable barrier to keep out trespassers.

19b. Plottolders may not wash vegetables, tools or any object in the water tanks adjacent to the stand pipes. This could contaminate them with disease or silt them up. It is also prohibited for any plottolder to allow chemicals such as weedkiller, insecticide etc to contaminate the tanks.

20. **SECURITY:** The gate must be kept locked at all times. Every member must accept full responsibility to adhere to this rule which will be strictly enforced. Even if tenants are calling for the briefest of periods the gate must be locked behind them both when entering and leaving. Each member will be issued with one key for which he/she will be responsible. Lost keys will be replaced at cost. Keys must be returned on termination of tenancy.

21. The Management Committee takes a serious view regarding stealing of any crops or materials from other people's plots. Any person found guilty of such an offence will suffer immediate termination of tenancy without the right of appeal. No compensation will be paid. This will not preclude prosecution in the Law Courts should the Management Committee and the offended tenant wish to do so.

FAILURE TO COMPLY WITH ANY OF THE ABOVE RULES COULD RESULT IN FORFEITURE OF THE ALLOTMENT.

8 January 2009