

# **BROOK ROAD ALLOTMENT ASSOCIATION**

Site Address

Brook Road Kinson  
Bournemouth  
Dorset  
BH10 5NG

## **OBJECTS AND RULES OF ASSOCIATION**

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## **1. OBJECTS OF THE ASSOCIATION**

- 1.1 To bring an active management to the allotments to enable them to flourish.
- 1.2 To be a non-profit making Association dedicated to creating an allotment site for the benefit of its Members enabling them to enjoy the use of the land for cultivation.
- 1.3 Brook Road Allotment Association shall consist of Members of the Association who have paid the allotment subscription for the current year.
- 1.4 Members and Associate Members to be resident in the Borough of Bournemouth.

## **2. OFFICERS AND COMMITTEE OF MANAGEMENT**

- 2.1 The Officers of the Association shall have a Chairman, Vice Chairman, Secretary, Treasurer, Assistant Treasurer, Membership Secretary, Site Manager, Assistant Site Manager, and Web Master who shall be Members of The Committee.
- 2.2 The affairs of the Association shall be conducted by the Committee which shall consist of fourteen 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 be the majority of its Members.
- 2.3 Committee Members shall be elected from amongst full Members of the Association by a vote of the majority of Members present and entitled to vote at an Annual General Meeting and the Association in General Meeting may from time to time determine the period for which Committee Members shall remain in office, the order in which they shall retire, and whether on retirement they shall be eligible for re-election. If any officer shall die, resign, be removed or become unfit to act, the Committee may fill the vacancy until the next Annual General Meeting unless the vacancy has already been filled at a Extraordinary General Meeting. A list of current Committee Members and the number of meetings attended that year should be made available at the AGM.
- 2.4 The Annual General Meeting will be on the third Sunday in January to which all officers of the Committee will report. It will discuss the reports and will accept or reject them. Upon rejection, the Annual General Meeting will decide upon any amendment, alternative or the course of action that is legal. A written record of the proceedings will be taken and a record kept for a minimum of five years.
- 2.5 The financial year will run from the 1st January to 31st December.
- 2.6 The Annual General Meeting shall appoint an examiner of accounts who shall audit the accounts and submit their report to the Annual General Meeting.
- 2.8 **Chairman & Vice Chairman**

To initiate and control committee meetings to ensure the correct running of the Association. The Chairman, or Vice Chairman, will represent the Association to any outside organisation, or delegate as appropriate. The Chairman will ensure that the Officers of the Association discharge their duties. The Chairman, or Vice Chairman,

will provide an appeal or review route to the membership in the event of a dispute between members of the Association, or its Officers, if required.

### **Treasurer**

The Treasurer will maintain all financial records and control the income and expenditure from all sources and be primarily responsible to the Association for prudent, solvent operation of the Association accounts promptly on satisfactory presentation of invoices. The Treasurer will prepare accounts for presentation to the Association at the Annual General Meeting. Provided the Association's turnover does not exceed £8000 per annum a simple financial statement of the accounts checked by an Examiner shall suffice. Two signatories will be required at all times out of a panel of three signatories selected at the Annual General Meeting for the signing of cheques.

**Assistant Treasurer** shall assist the Treasurer.

### **Secretary.**

The Secretary will maintain correspondence on general matters, other than financial, attend meetings and keep simple minutes for acceptance, or amendment by the Committee.

### **Site Manager**

The Site Manager will be primarily responsible for good order on the allotment site and will be the main source of contact on a regular basis for the membership. The Site Manager will try to ensure that the plots are properly worked, vacant plots are attended to from time to time and that abuses, or contravention of the rules are brought to the attention of the Management Committee. The Site Manager at his/her discretion may take direct action where required on any plot in order to prevent the setting of seed to the detriment of neighbouring plots. The Secretary at the request of the Site Manager will write to the affected Member to inform him or her of the intended action. In the event that the Member affected fails to acknowledge or reply to the notice within 14 days of service of the notice, then the Site Manager is at liberty to enter the plot without the permission of the plot holder and carry out such works as he or she thinks fit in respect of the work previously referred to in this paragraph. Whilst the Site Manager will take all reasonable care and conduct, the association will not accept any responsibility for loss or damage to crops as a result of this action.

**Assistant Site Manager** shall assist the Site Manager.

### **Membership Secretary**

The Membership Secretary shall be responsible for maintaining an up to date register of Members of the Association and will manage the waiting list of Members of the Association. The Membership Secretary will also be responsible for sending out renewal notices to Members of the Association prior to the end of the year.

### **Web Master**

The Webmaster shall be responsible for maintaining and updating the website or sites of the Association and ensuring that all costs and subscriptions due are paid in due time by the Treasurer

- 2.8 The Committee will, within the terms of the lease between Bournemouth Borough Council and Brook Road Allotment Association:
- (a) Keep a record of Members and their payments. N.B. Details of the records of Members are, however, subject to a confidentiality rule and covered by Data Protection laws whereby only the Chairman, Secretary, Membership Secretary and Site Manager are privy to the details. No information will be transmitted to any other Member or any outside source, other than required by law.
  - (b) Use its best endeavours to keep unoccupied plots tidy.
  - (c) Promote the letting of vacant plots.
  - (d) Maintain the water supply
  - (e) Provide a trading post and arrange supplies of manure, fertilisers, etc.
- 2.9 Minutes of the Committee of Management shall be made available for all Members of the Association within 14 days of a meeting of Members of the Committee of Management and published in an acceptable location agreed by the Annual General Meeting. Such minutes shall include all matters discussed and all votes taken (votes for, against and abstentions - no roll call will be published) but such minutes shall have any mention of members or plot numbers redacted. Any recorded minute which deals with the activities of a Member of the Association acting in their capacity as an Office Bearer or Member of the Committee shall be published in the said minutes. A meeting of Members of the Committee of Management shall consist of any meeting where a decision is taken which affects the Management of the Association and the Members thereof.

### **3. MEETINGS OF THE COMMITTEE OF MANAGEMENT**

- 3.1 Regular Meetings of the Committee shall be held with a minimum of 5 meetings annually.
- 3.2 Special Meetings of the Committee shall be held on the requisition in writing to the Secretary by at least five Committee Members.
- 3.3 At all meetings of the Committee every question shall be decided by a majority of votes and if the votes are equal the presiding officer shall have a casting vote in addition to his vote as a Member. The Chairman, or if he/she is not present the Vice Chairman or if he/she is not present a Chairman elected at the meeting shall preside.
- 3.4 Apologies for non attendance at a committee meeting must be received 24 hours before the meeting except under extreme conditions. All apologies will be minuted and accepted (or otherwise) by the Committee. Any Committee Member/Officer not

attending two Committee Meetings, without accepted apologies, will be asked to stand down and new member(s) co-opted as required.

#### **4. MEMBER'S RESPONSIBILITIES**

- 4.1 The Membership Agreement is a one-year periodic, renewable tenancy agreement and the plot holder has acknowledged this at the time of the signing of the Agreement.
- 4.2 Members will pay the plot subscriptions upon demand and by no later than the 31st December. The amount of the subscription having been determined at the Annual General Meeting.
- 4.3 To sign new Membership/Tenancy Agreements as and when required.
- 4.4 Not to assign, underlet or part with possession of the allotment plot or any part of it without the written consent of the Committee.
- 4.5 Keep the plot clean and in a good state of cultivation and fertility and in good condition.
- 4.6
  - (a) Unless paths are required by individual plots these will not be provided. Where there are any paths these must be kept trimmed and not obstructed by fruit bushes or canes. Paths must be maintained by the plot holder on whose plot they lie.
  - (b) Fruit bushes etc. must not be allowed to grow over the roads and any new planting must be 1 metre away from any boundary.
- 4.6 If required by the Member for his or her own use, to pay the optional hose pipe charge for watering with a hand held hose only. The use of automatic sprinklers is not allowed. Taps and hoses must not be left unattended to discharge water. Hosepipes may be used to fill water tanks on plots with a water standpipe nearby at no additional charge.
- 4.7
  - (a) To exercise caution with bonfires and under no circumstances cause smoke to blow onto neighbouring properties or annoy other allotment Members. Bournemouth Borough Council recommends that bonfires should only be lit after 6pm BST and 4pm GMT and Brook Road Allotment Association endorses this recommendation. When a bonfire is lit the Fire Brigade recommend that they are contacted on 0306 799 0019 to inform them of an attended bonfire on site. They will ask for the caller's name and mobile number. You should ensure you have your mobile on you.
  - (b) When a bonfire is lit, ensure that it is dry material that burns fiercely with a flame and that this is always attended until burnt out.
- 4.9 Not to trespass onto other plots unless invited onto them.
- 4.10
  - (a) Not to park vehicles on the roads, particularly at busy periods but to use the parking spaces provided. Parking is permitted for the off loading of materials and or equipment but not so as to cause an obstruction to other cars driving on the roads.

- (b) Not to exceed the speed limit of 10mph

4.11 Weeds must be dealt with before they set seeds.

4.12 (a) No permanent structure may be constructed on the plot. The Site Manager's consent is required for all other temporary structures. A shed is deemed to be a temporary structure. Compost and manure containers are allowed but not to exceed 2m x 2m x 1m high. Sheds must be no larger than 4' x 6' (1.22m x 1.83m) and Greenhouses no larger than 8' x 6' (2.44m x 1.83m).

- (b) Only one shed and one greenhouse will be allowed per member/split membership. Any further construction e.g. poly tunnel or fruit cage will be at the discretion of the Site Manager. Such discretion will take into account the number of structures currently on the plot, the effect of the structure on neighbouring plots, especially with regarding to shading and the size of the structure. If a plot holder disagrees with the decision of the Site Manager, they shall have the right of appeal to the full Management Committee.

4.13 No rubbish, dumping of soil, old ironwork, rotten timber structures and general discarded items are to be dumped anywhere on the site and must be removed within 14 days of any written notice from the Association.

4.14 Removal of topsoil from the site is not permitted.

4.15 To remove any soil from weeds, couch grass and flesh rooted perennial plants before placing into bags for disposal. Fibrous rooted plants should be buried or composted.

4.16 Glass is not permitted on site. Old sheets of plastic and/or carpets left discarded and not in use, should be removed from the site.

4.17 (a) Children, pets and visitors are permitted on the site when accompanied by an Association Member and are the responsibility of the Member at all times. Access is only permitted to the Member's plot or the communal site areas, unless invited by another Member onto their plot.

- (b) No ball or similar games are permitted on the site.

- (c) Pets must be kept on a hand held lead or may be tethered on the Members own plot. Fouling of areas other than the Members own plot including rough boundary areas, must be immediately picked up and subsequently taken off site for disposal. The Site Manager may require unruly persons and pets to be removed by the responsible Member from the site immediately.

- (d) Where an infringement of this rule is observed by or is reported to the Site Manager, a warning communication by mail will be issued to the responsible Member. Any subsequent infringement of this rule by the Member will be considered by the Committee which may take appropriate action up to and including termination of the Member's membership

4.18 (a) Heavy equipment, heavy vehicles and tools and/or equipment exceeding the capacity of a car or small van are not permitted on the site, unless previously

agreed with the Site Manager. Cost of damage caused by non-compliance of this rule will be recovered from the offending Member.

- (b) Trailers not exceeding 6' x 4' (1.83m x 1.22m) will be permitted on the plot with consent from the Site Manager
- 4.19 Not to cause any nuisance or annoyance to the occupier of any other allotment or adjoining properties.
- 4.20 To observe and comply with all conditions and covenants in the Lease under which the Association hold the land, the terms of that Lease are available upon demand.
- 4.21 (a) To use the plot as an allotment garden to be wholly or mainly (at least 75%) cultivated by the Member for the production of vegetables, fruit crops or flowers.
- (b) Fruit Trees must be pruned annually and after pruning not to exceed 8' (2.44m) in height. Any new planting to be on dwarfing rootstock in accordance with the Council's Rules.
- 4.22 The Member shall not later than the termination of membership, 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 Member refuses or fails to comply, the Committee may remove the same and charge the cost thereof to the outgoing Member. Compensation will not be paid under any circumstances.
- 4.23 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.
- 4.24 The membership of any allotment shall terminate on the death of the Member. The Site Manager may agree with the former Member's next of kin reasonable access for the removal of the former Member's belongings and for the harvesting of crops.
- 4.25 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.
- 4.26 The Committee will make periodic inspections of the site and Members whose allotments are not in a satisfactory state of cultivation will receive a written warning to improve the standard within 28 days. Such warning may be sent by either the last known email address and postal address. Should the allotment holder show substantial improvement within that 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 communication, then notice to vacate within 14 days will be served with no withdrawal option available. There will be no subscription refund. The Committee will have discretion over the application of this rule. When a membership 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 plot holder for a gate key in lieu of payment for weed killer and/or clearance etc.



- 4.27 Compost, manure, soil heaps and tool boxes must be kept within the Member's own allotment.
- 4.28 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.
- 4.29 Manure deliveries to be removed from the road within 24 hours. No manure to be dumped on any of the car park areas even as a temporary measure.
- 4.30 (a) Plot holders may not wash vegetables, tools or any object in the water tanks/butts adjacent to the stand pipes. This could contaminate them with disease or silt them up. It is also prohibited to allow chemicals such as weed killer, insecticide etc to contaminate the tanks.
- (b) Plot holders must ensure safe storage of any chemicals stored on the plot in a secure place, and out of view of other plot holders, eg shed.
- 4.31 If using the toilet block, to keep the facilities clean and tidy after use.
- 4.32 The Management Committee takes a serious view regarding the stealing of any crops or materials from other people's plots and will not be tolerated. Any person found guilty of such an offence will suffer immediate termination of membership subject to a right of appeal and may at the Site Manager's/Member's discretion be reported to the police. No compensation will be paid.

## **5. SECURITY**

- 5.1 A key to the main gate of the site will be supplied at the start of a membership upon receipt of a refundable deposit. Even if Members are calling for the briefest of periods, the gate must be locked behind them both upon entering and leaving. Every Member must accept full responsibility to adhere to this rule which will be strictly enforced. Lost keys will be replaced at a cost. Keys must be returned on termination of membership.
- 5.2 A communal tool lock up area is provided in a container at the owner's risk for which a key can be obtained from the Site Manager following payment of the refundable deposit. The Association regrets it cannot accept responsibility for losses of tools, however caused.
- 5.3 All keys remain the property of the Association and must be returned on termination of the membership for whatever reason. Key deposits are refundable (subject to any deductions), if requested by the departing Member. The amount of the deposit payable will be set from time to time by the Management Committee.
- 5.4 Any evidence of theft and vandalism (other than by Members) must be reported to the Dorset Police and also to the Site Manager and/or Secretary within 2 hours of the incident coming to a Member's attention.

## **6. GENERAL MATTERS**

- 6.1 If the working of the plot is becoming too much for you please contact the Site Manager before the plot becomes unmanageable.
- 6.2 If it is clear that a plot is becoming unmanageable for a Member and they are unable to satisfactorily maintain it then the Committee may move the Member to a smaller plot if available. If the Member refuses to move to another allotted plot then the Committee may serve notice on the Member to terminate the membership.
- 6.3 If you intend to vacate your plot please either notify the Site Manager or Secretary.
- 6.4 (a) Under the Rules of Association, all Members will be bound by the rules, once these are accepted and formally adopted at the Annual General Meeting. Acceptance at the Annual General Meeting will be by two thirds majority of Members voting.
- 6.4 (b) Any demand for an Extraordinary General Meeting will require 28 days written notice to the Chairman or Secretary including the signed approval of at least 10 Members and a statement of items to be considered.
- 6.4 (c) Changes to the Rules of Association can only be made at an Extraordinary Meeting when they have been previously considered at an Annual General Meeting and deferred for further drafting and approval by a two thirds majority at an Extraordinary General Meeting.
- 6.4 (d) Whilst the annual plot subscriptions will normally be determined 12 months in advance at the Annual General Meeting an Extraordinary General Meeting will be empowered to review and implement changes to plot subscriptions, including determination of an implementation date, where adverse financial circumstances make such changes necessary.
- 6.5 Proposals for rule changes, deletions, additions or amendments should be submitted by Members in writing to the Secretary of the Association before 31st October of that year, so that the proposal may be put forward at the following Annual General Meeting.

## **7. CONTRAVENTION OF ASSOCIATION RULES**

- 7.1 New Members will be required to sign a membership agreement which will include, amongst other things, a three-month probationary period. If at the end of the three-month probationary period, the plot has not been sufficiently tended or the Rules of the Association have been contravened, the membership shall be terminated immediately with no refund of subscription paid.
- 7.2 Given due regard to the personal circumstances of a plot Member, the Committee may require an absent or non-complying Member to vacate the plot and terminate their membership. The Committee shall satisfy the Chairman or Site Manager that this action is unavoidable. Following termination, the plot will be re-let.

- 7.3 The Secretary shall correspond by mail requiring the Member to take immediate action and/or meet with the Chairman to resolve the problem within a period of 14 days. In the event of an unsatisfactory response, this shall be followed by a 14-day Notice of Termination of membership to be sent to the Member by mail. In either instance of communication this is to be the last known email address and postal address of the Member.
- 7.4 Any meeting with the Chairman or Vice Chairman shall take place at the Site Office or such other venue agreed between the parties if the Site Office is unavailable. The Site Manager may be present if either party so requests as a witness. A Member with a record of good cultivation will not be evicted as a result of temporary absence due to ill health or having to work away from home or similar reasons. However, a Member at his or her earliest opportunity must inform the Site Manager or Secretary of his or her extended absence and arrange for suitable action to prevent a plot becoming overgrown.
- 7.5 In the case of any Member alleged to have infringed the Association's Objects and Rules, such information must be sent to the Secretary in writing, who shall at the earliest convenience call a meeting of the Committee to deal with it. The Committee shall have power to take such action as it considers necessary. An appeal from the decision of the Committee may be granted to the Annual or Extraordinary General Meeting upon written application by not less than 10 Members. The result of the appeal will be final and binding.
- 7.6 If at the end of October, the Committee has decided that a plot has been abandoned, the Secretary will send a communication either by mail or post advising of termination of tenancy, as of 31 December of that year. This notice of termination of membership will replace the Renewal Notice and invitation to attend the Annual General Meeting of the Association. Following this the plot will be relet.
- 7.7 If through exceptional circumstances a Member can no longer manage their plot, he/she may at the discretion of the Committee request permission for a spouse/partner to continue the membership.
- 7.8 The decision of the Chairman or Vice Chairman will be final and no reimbursements will be given.

## **8. DISPUTES**

Cases of dispute between two or more members shall be referred to the Committee.

## **9. ASSOCIATE MEMBERS**

A Member of the Association may choose to have an Associate Member linked with their plot. An Associate Member will pay an Associate Membership subscription, such sum to be set by the Members at the Annual General Meeting. An Associate Member may be a friend or family Member and must be resident within the Borough of Bournemouth. Proof

of residence will be the same as required of the Member and they must be declared when paying the annual subscription. Associate Members have rights to speak but not to vote at General Meetings and may attend General Meetings. Associate Members have no right of membership and must relinquish such membership if and when the Member ceases to be a Member. If an Associate Member wishes to become a Member of the Association, they must apply to join the waiting list in the normal manner.

## **10. ALLOTMENT CODE OF CONDUCT**

The Member shall: -

- 10.1 Treat others with respect and understand all views are important even if they are not the same as their own.
- 10.2 Respect individuals' rights to manage their plot and grow the produce they wish as long as it is within the Objects and Rules of Association.
- 10.3 Not use any form of violence, aggression or harassment to other plot holders, Committee Members, visitors, servant, agent or any other person so connected with the Association, whether physical, verbal, written or psychological.
- 10.4 Not cause or permit any nuisance or annoyance to the occupier of any other allotment on the site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour whether through carelessness, ignorance or persistent or deliberate action.
- 10.5 Not commit any acts of discrimination against any person or body on the grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the Council's Equality and Diversity Policy.
- 10.6 Agree that in the case of dispute between the Member and any other plot holder on the Site which cannot be resolved shall be referred to the Chairman of BRAA whose decision shall be final and binding on all parties involved in the dispute.
- 10.7 Agree that where nuisance behaviour could be considered a Criminal Offence to report it to the Police.

## **11. WINDING UP OF BROOK ROAD ALLOTMENT ASSOCIATION**

After settling any outstanding matters, the Management Committee shall dispose of any surplus funds to any succeeding Allotment Association or failing that, to any local charities or educational establishments particularly those with an interest in horticulture or with links to the Association.