

Boundary Way Allotments Association

Constitution

1. The title of the association shall be:

BOUNDARY WAY ALLOTMENTS ASSOCIATION

To be referred to hereafter as the Association.

Site Address:

Boundary Way

Warstones

Wolverhampton

WV4 4NT

Email boundaryway@gmail.com

Web site: www.boundaryway.co.uk

2. **Objects** - The objects of the association shall be to assist its members in the creating and promoting of allotments and encouraging their proper cultivation and use at Boundary Way, Wolverhampton and to establish and continue a good relationship with Wolverhampton City Council (to be referred to hereafter as The council).

The Objects of the Association shall be:

i To manage the allotments for the benefit of members, in accordance with the appropriate Terms and Conditions of Tenancy with Wolverhampton City Council (to be referred to hereafter as The Council). (ref. appendix 1)

ii To provide, by whatever means agreed by the membership, support for ploholders and opportunities for the public to learn about allotments and their cultivation.

iii To encourage the cultivation of its allotments in a sustainable, wildlife-friendly way.

3. **Powers** - The Association shall have the full power to do all things necessary or expedient for the accomplishment of its objects in accordance with the contract between itself and the Council.

Membership

4 Members - Membership shall be open to all tenants of plots on a full membership basis. Voting rights are based on one member one vote. Any other person who applies and whose application is approved by the Committee may be admitted as an associate non-voting member upon payment of the appropriate annual fee. Every member and Associate member shall notify the Secretary of his/her address and subsequently, of any change therein. Honorary Life Membership, which shall be non-voting, may be conferred upon any individual who has given outstanding service to the association over a period of time. Recommendations for Honorary Life Membership shall be put to an AGM, only through a proposal from the committee.

5 Cessation of Membership - Membership shall cease in the following events:

a) The member's death

b) The member's resignation

c) The expulsion of a member under Rule 6

d) Where a member has been required to pay an annual subscription, the non-payment, thereof, for a period of one calendar month after it has become due.

6 Expulsion of Members -A Committee Meeting may, by a vote of not less than two thirds of the elected members (including officials) expel any member for conduct detrimental to the Association provided that a notice specifying the conduct, for which it is intended to expel, is sent to the member's address entered in the register of members at least one calendar month prior to the meeting.

7 **Committee** - The Committee shall consist of:

a) Officials - Chairman, Secretary and Treasurer (One person may hold more than one post)

b) Committee -A minimum of six members

8 Election of Committee - The Committee and officials shall be elected at a General Meeting from amongst members of the Association by a vote of the majority of the members present and entitled to vote. If any member of the Committee shall die, resign, be removed or become unfit to act, the Committee may fill the vacancy until the next General Meeting.

9 Officials of the Committee - The officials as stated in Rule 7(a) shall be elected at a General Meeting and may be removed by a General Meeting and shall hold office until the next General Meeting.

Committee Meetings

10 Committee Meetings - Committee Meetings will be held periodically at a time and place notified to each committee member by the Secretary. Any questions raised shall be voted upon and agreed by the majority of the members present. In the event of the votes being equal, the Chairman of the meeting will have a casting vote. A quorum will constitute a minimum of four committee members.

11 Powers of the Committee - The Committee shall have the full power to superintend and conduct the business of the Association according to the rules thereof and, except as otherwise provided in these rules, exercise on behalf of the Association, for the purpose of accomplishing its objects, the powers conferred upon it.

Duties of Treasurer

12 Allotments Accounts- The treasurer of the Association shall:

a) Receive from the members, their dues and subscriptions as required and any monies due to the Association from other parties. An Association receipt must be given in all cases.

b) Pay from the funds of the Association all monies due to suppliers of goods and services to the Association.

c) Record all Income and Expenditure items in the books of the Association as they occur.

d) Prepare and issue at the end of each financial year ending on 31 March a statement of Income and Expenditure and a Balance Sheet of the Association, Such accounts to be issued within one month of the end of the Accounting period.

e) The committee will nominate an internal auditor who will audit the accounts by the end of May. The completed accounts will be available for viewing by members on request.

Duties of Secretary

13 The Secretary of the Association shall keep a register of members in which the Secretary shall enter the following particulars:

- a) The name and address of the members.
- b) The date at which each person became a member of the Association if after 1 April 2018.
- c) The plots or plots for which the member is responsible.
- d) The names and addresses of the officers of the Association, showing the offices held by them and the dates on which they assumed office.

The Secretary shall also receive and conduct all correspondence on behalf of the Association, keeping all correspondence on file and in good order.

General Meetings

14 **Annual General Meetings** - An Annual General Meeting will be held at a date and time notified to all members in accordance with rule 16.

15 **Extra-ordinary General Meetings** - shall be held whenever the Committee of Management thinks expedient or whenever a written Requisition for such a meeting signed by five members is delivered to the Secretary. Should the Secretary fail to convene an Extra-ordinary Meeting within four weeks after delivery to him/her of such requisition, the members signing the requisition may convene such a meeting by giving such notice as is mentioned in rule 16.

16 **Notices of Meetings** - Notices of General Meetings in writing, giving at least fourteen days' notice, stating the business of such meeting shall be displayed at established points in the allotments and sent to every member at the email address entered in the register of members.

17 **Voting at General Meetings** - Every full member present at a General Meeting, shall have one vote and, where the votes cast in any matter are equal the Chairman shall have a casting vote in addition to his/her vote as a member.

18 **Quorum at General Meetings** - Unless otherwise determined by a previous General meeting, a quorum at General Meetings shall consist of ten members.

Allotment Fees

19 Allotment fees for the forthcoming year shall be agreed at a Committee Meeting and displayed on the notice board.

20 **Payment of Allotment fees** - Allotment fees are due on 1 April in any year and must be paid in full, to the Association Treasurer on or before 30 April in that year. See Rule 5d.

Rules and guidelines for Members

21 Tenants should report any grievances or problems to any Committee member.

22 **Relinquishment of a plot or plots** - Any member who decides not to renew his/her tenancy for the following year (commencing 1 April) must notify the Secretary as soon as possible, so that a new tenant

may prepare the ground as early as possible.

23 Dogs - All dogs brought on to the site must be kept on a leash and not allowed to foul any crop or plot.

24 Children - If children are brought on the site they must be kept under the control of the member responsible for them. No responsibility or liability for accidents or injuries to children can be accepted by the Association.

25. Noise - Noise for example from radios, must be kept to a level that does not cause annoyance to any other plot holder or local resident.

26. Vehicle parking - Members must park their vehicles on the car-parks provided and not park on the roads on the site except for loading or unloading.

Speed Limit – A maximum speed limit of 10 mph applies to all vehicles anywhere on site.

27. Livestock- No livestock or fowls shall be kept on any part of the site.

28. Sheds – Plot holders are responsible for the repair and maintenance of the existing sheds- if any- allocated to their plots.

***NO erecting of sheds, greenhouses or other constructions of any size allowed without WRITTEN consent of the committee ***

Any shed, greenhouse or roofed construction should be equipped to capture rain water.

29 Damage to property - The Association cannot be responsible for any damage to or theft from any member's shed, plot or vehicle, or communal storage facility. Any damage to sheds, plots, fencing, roadways or car parks must be reported to the Secretary.

30 Water - Members are **required** to use water as economically as possible and collect as much rain water as is feasible. The water supply will be turned off during the winter period and at any time for repair. The Committee will be responsible for regular reading of the water meters and- if consumption is considered by the Committee to be too high- may turn off the water without notice. During times of drought members must comply with such water restrictions as may be deemed applicable by the Water Authority.

31 Hosepipes - Hosepipes are discouraged, but if used, hosepipes must not be left unattended, and all hoses must be hand-held at all times.

32 Bonfires - Members are advised not to cause a nuisance to local residents or other allotment holders by bonfires. The Association cannot be held responsible for any action taken by The Council following a complaint by a member of the public.

Due to the nuisance caused by smoke to local residents and other allotment holders, The Association has determined that **no bonfires on individual plots should be allowed**. Material must either be taken off site or burnt under supervision at the designated burning pit. The following code of practice applies

Code of Practice - Bonfires

1) No fires to be lit from 1 June until 1 September

2) No fires to be lit before noon.

3) Only material not suitable for composting to be burnt.

4) Material to be burnt must be thoroughly dry, inside and out. No green material to be burnt or deposited for burning at the site.

5) Material to be burnt must be waste produced on the allotments, not material brought from outside.

6) The fire to be situated as far as possible from private gardens, and not to be lit or allowed to continue if the wind is blowing towards them.

7) No fire to be left unattended.

8) Water for dousing should be prepared before starting the fire and used for damping down before leaving the site.

NB. The Authority has a statutory duty to take action if smoke from bonfires creates a nuisance.

33 Rubbish – Allotment holders should carefully consider what they bring on to the site and not allow the accumulation of unsuitable items. Any rubbish that cannot be burnt or composted must not be left on the plot or on the site but should be taken away and placed in a domestic bin or taken to a refuse site.

Compostable waste should be composted on plot holder's allotment or taken off site and placed in domestic bin or taken to a refuse site.

34 Paths - Members are responsible for the maintenance of all paths adjacent to their plots and paths should, at all times, be kept clear of debris. Plot holders whose plots are adjacent to the broad access pathways and tracks are requested to keep two feet of ground next to the path, and level with it, free of crops and debris so that tractors can gain access past their plots to the other members plots.

35 Use of the Community Garden Polytunnel – This facility was intended primarily as an outdoor classroom and shelter. The Polytunnel should be kept as tidy as possible whilst still allowing the cultivation of tender plants. Such cultivation requires the use of water. Currently this is means paid for tap water. Plottolders who wish to use the Polytunnel will be required to pay an additional fee, to be determined annually, and abide by the following rules:

1. Single bay per individual including one table.
2. No more than 5ft into the centre of the polytunnel at table top height.
3. No canes or sticks to be stuck into the ground due to expensive ground membrane.
4. Any canes in pots must have a cover on the top to protect the polytunnel and individuals.
5. All bays **MUST** be labelled with the plot holder's name and plot number.
6. No growing directly in the ground except in the raised beds.
7. No rubbish dumping.
8. No tools left in the tunnel.
9. Bays must be vacated by the end of the season and all property removed. Raised beds must be kept tidy and dead plants removed.
10. No use of hose pipes except to fill up water butts.

Any queries please obtain advice from any committee member.

36 Tidiness - Members are required to keep their plots cultivated and as tidy as possible at all times (including the winter period) and must not allow weeds to flower or to produce seeds that would contaminate any other plot or cause annoyance to any other member. The rules of conduct are given in the Tenant Agreement which each tenant agrees to and the Council requires us to keep.

37. Use of pesticides and herbicides. Although Boundary Way Allotments does not impose organic

practices amongst its members, the use of such chemicals should be kept to the minimum and members should use them with great discretion so that adjacent plots or communal areas are not contaminated.

37.1. Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation.

37.2. When using any sprays and or fertilisers the Tenant must

37.2.1. Take all reasonable care to ensure that adjoining hedges, trees, and crops are not adversely affected and must make good or replant as necessary should damage occur.

37.2.2. 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 and pests.

37.2.3. Comply at all times with current regulations on use of such sprays and fertilisers.

37.3. The use and storage of chemicals must be in compliance with all the relevant legislation.

APPENDIX

1. Wolverhampton Tenants agreement all tenants are required to sign and abide by the following:

1. The tenant hereby agrees with the Association as follows:-

- (1) To pay the rent hereby reserved in advance and without deduction otherwise than allowed by statute on the Second day of April in each year
- (2) To pay such reasonable contribution as the Association may from time to time direct towards the cost of supplying services to the Site
- (3) To use the plot as an allotment garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and his/her family) and for no other purposes and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition
- (4) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or of any neighbouring land or obstruct any path set out by the Association for the use of the allotment gardens
- (5) Not to underlet assign or part with the possession of the plot or any part of it without the written consent of the Association
- (6) Not without the written consent of the Association to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay
- (7) Not to keep any birds or other animals on the plot unless permitted by statute without the prior written consent of the Association and in the event of such consent being given not to keep them for the purpose of trade or business
- (8) To keep every hedge ditch and dyke forming part of adjoining or abutting the plot properly cut and trimmed cleansed and cleared of debris respectively
- (9) Not without the written consent of the Association to erect any building or structure on the plot or on any other part of the allotment site
- (10) Not to use barbed wire for a fence adjoining any paths set out by the Association for the use of the occupiers of the allotment gardens
- (11) To observe and perform any other special conditions which the Association consider necessary to preserve the plot from deterioration and of which notice may be given to him/her
- (12) To observe and perform any rules regulations or directions made by the Council or the Association from time to time in connection with the Allotment garden or the Site

(13) Not to deposit or allow other persons to deposit on the plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges ditches or dykes situate in the allotment site or in the adjoining land

(14) To inform the Association forthwith of any change of his/her address

2.
 - (1) This tenancy shall determine on the rent day next after the death of the tenant
 - (2) This tenancy may also be determined in any of the following manners:-
 - a) By either party giving to the other not less than twelve months' previous notice in writing expiring on or before the first day of April or on or after the Twenty-ninth of September in any year
 - b) By re-entry by the Association or the Council at any time after giving three months' previous notice in writing to the tenant on account of the plot being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes;
 - c) By re-entry by the Association at any time after giving **one month's** previous notice in writing to the tenant;
 - i. if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - ii. if it appears to the Association that there has been breach of the conditions and agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy; or
 - iii. if the tenant shall become bankrupt or compound with his/her creditors;
 - (d) By the Association giving one month's previous notice in writing to the tenant if the tenant is resident more than one mile out of the City
3. ANY notice to be given by the Association or the Council to the tenant may be served on him/her personally or by leaving it at his/her last known place of abode or by recorded delivery letter addressed to him/her there or by fixing the same in some conspicuous manner on the plot or on the site notice board, Any notice to be given by the tenant to the Association may be served on The Chairman or Secretary in writing to be delivered in person or in a manner agreed between the Tenant and the Association.