



Claylands

Avenue

Gardeners

Est. 2010

Society

Society Rules - 2013

Purpose of the Society

The principle aims of the Society are to promote and preserve allotment and leisure gardening and to serve and protect the interests of the Plot Holders on the Claylands Avenue Site, Worksop and to take joint action for their benefit

1. Definitions

- 1.1 That the name shall be the 'Claylands Avenue Gardeners Society' hereinafter called the 'Society'
- 1.2 The 'Society' shall consist of the of the Claylands Avenue Site whose membership is automatic (as a Plot Holder) and 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 but are non-voting appointments
- 1.3 The 'Officers' of the Society are deemed to be the Chairperson, Treasurer and Secretary who shall be members of the Committee
- 1.4 The 'Committee' shall consist of the Officers and up to six elected Committee Members, all of whom (the Committee) serve one year
- 1.5 The 'Accounts' refer to the bank accounts held in the Society's name and in the Society's Shop Name
- 1.6 The 'Banks' refer to the Nationwide Building Society and Lloyds TSB
- 1.7 The 'Year' refers to the calendar year
- 1.8 The 'Site' refers to the Claylands Avenue Allotment Site, Worksop
- 1.9 The 'Council' refers to Bassetlaw District Council
- 1.10 The 'NSALG' refers to the National Society of Allotment and Leisure Gardeners Ltd
- 1.11 The 'Steward' refers to the Site Steward, who also must be a Committee Member and is the person who liaises with the Council
- 1.12 The 'Shop' refers to the shop on the Site, which is run as a non-profit

commercial enterprise with a separate bank account from the Society

- 1.13 'Commission' refers to the amounts paid to the people that run the Shop, who will be referred to as the 'Shop Staff'
- 1.14 The 'Garden' refers to the allocated piece of land at the Claylands Avenue Site, which the Plot Holder rents from the Council
- 1.15 The 'Plot Holder' refers to the person in whose name the garden is held
- 1.16 The 'Contract' refers to the tenancy agreement between a Plot Holder and the Council
- 1.17 The 'Insurance' refers to any insurance policies (such as public and employers liability) entered into by the Committee on behalf of the Society to ensure compliance with any legal, statutory, Council or other requirements and that the Committee deems appropriate
- 1.18 The phrase 'Other Levies' includes such items as water, NSALG Membership (to gain individual insurance cover) and fines
- 1.19 The 'Act' refers to the Town and Country Planning Act
- 1.20 The phrase 'reasonable good order' means keeping weeds in check (seed heads and invasive or pernicious weeds), removal of long grass, rubbish and other items likely to harbour slugs, snails and vermin
- 1.21 The 'Rules' refers to the rules of the Society set out below in Sections 2 and 3

2. General rules under which the Society is to be managed

- 2.1 The bank Accounts shall be managed by three signatories (of which any two are required); for all Accounts these will be the Chairperson, the Secretary and the Treasurer.
- 2.2 The Banks for 2013 will be the Nationwide Building Society (Society Reserve Account), Lloyds TSB (Society Trading account) and Lloyds TSB (Society Shop Account) of Bridge Street, Worksop
- 2.3 Annual accounts will be prepared by the Treasurer and independently verified and their report submitted at the AGM
- 2.4 The Committee can co-opt additional Committee Members to represent specific functions
- 2.5 All Committee Members have equal voting rights on Committee points of business, including co-opted members
- 2.6 A quorum for a Committee Meeting will be deemed as two Officers and two Committee Members and for a General Meeting, the above plus at least two Plot Holders

- 2.7 Election of Officers and General meetings
- 2.7.1 The Officers and Committee will be elected for one year. This election will normally be held at the AGM.
 - 2.7.2 When necessary the election of one or more Officers may be held at any point in the year, provided that this is more than 3 months from the AGM.
 - 2.7.3 The Officers and Committee shall retire at the AGM but shall be eligible for re-election.
 - 2.7.4 The same person may not hold the same Officer post for more than 3 consecutive years.
 - 2.7.5 The committee shall have special powers to make an interim appointment for any Officer position to ensure the business of the Society can be continued. In such a case an election will be called as per 2.7.2 above.
 - 2.7.6 Casual vacancies shall be filled by the Committee and shall hold office until the next AGM.
 - 2.7.7 An Annual General Meeting (AGM) will be held each April or as close as is practicable with a General Meeting to be held in October.
 - 2.7.8 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 Plot Holders.
- 2.8 In the circumstances where the Committee feels that a Committee Member or Officer are not exercising their duties or have not behaved appropriately in accordance with their position, the Committee may take a vote to remove that person from their position
- 2.9 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
- 2.10 The Committee shall have powers to deal with any matters not specifically provided for in any agreement in force between the Society and the Plot Holders or in the interpretation of the Rules of the Society and members shall be bound by its decision
- 2.11 All Plot Holders who have a Contract are entitled to one vote at the AGM, whether they hold a half or full garden. If a Plot Holder is unable to attend the AGM, their voting rights can be passed to a nominated representative by prior written approval of the Committee
- 2.12 The Shop Staff will be appointed by and report to the Treasurer, who will pay Commission twice per year to the Shop Staff
- 2.13 The Commission levels and pricing of shop products will be determined by the Treasurer and approved by the Officers
- 2.14 When the Claylands Avenue Site is full, a waiting list shall be kept by the

Steward and plots allocated from the list as plots become vacant

3. General conditions and rules under which the allotments are to be cultivated – the Site Rules

3.1 All Plot Holders are expected to

3.1.1 Keep their garden and surroundings clean, in reasonable good order, in a good state of cultivation and fertility and to behave in a reasonable fashion. Any complaints should be reported to the Steward or any Committee Member and may be referred to the Committee for action (where appropriate)

3.1.2 Observe and comply with all conditions and covenants contained in the Tenancy Agreement and guidelines provided by the Council or conveyance under which the Committee hold the land, including the timely payments of rents and other levies and the provision of information (as required under Self Administration or Self Management)

3.1.3 Plot-holders are expected to maintain 75% of the Garden in productive use. Where a Tenant takes over a neglected Garden it is expected that within 3 months 25% of the Garden will be dug ready for cultivation; after 6 months 50% to be dug and 25% in productive use and after 9 months 75% dug and in productive use.

3.1.4 Observe and comply with any other special instructions which the Committee consider necessary to preserve the land from deterioration or to maintain the security of the site

3.1.5 Prohibited from the cultivation of illegal, illicit or dangerous crops will lead to immediate expulsion from the Site.

3.2 RENTS/LEVIES/TENANCY AGREEMENTS

3.2.1 The Society shall collect any rents or levies as required under their lease with BDC or as required to operate the Society effectively and legally e.g. the provision of public liability and employers insurance; membership of the NSALG

3.2.2 No part of a Plot Holder's garden may be sublet to another Plot Holder or any other person

3.2.3 Where a Plot Holder is absent for longer than three months, the Committee have the right to investigate the absence and make a decision on the appropriate action, including the termination of the Tenancy Agreement.

3.2.4 Rents are payable in advance and will be collected twice a year in April and October or at the start of a tenancy.

3.2.5 Water Rates will be paid in advance in April, or at the start of a tenancy, with any necessary adjustment being due in October.

3.2.6 Payment for any rent or levies will be within 28 days. After this time an additional late payment charge of £10 will be due, which together

with the original charge(s) should be paid within 7 days.

3.2.7 Failure to pay within the timescales as set out will be taken to indicate that the Contract is no longer required.

3.2.8 New Contracts will be subject to review during the initial 6 months to ensure compliance with section 3.1. Failure to achieve satisfactory progress in this period may be deemed cause for termination of the tenancy.

3.3 SECURITY:

3.3.1 With the exception of shop opening hours and deliveries the gates must be kept shut and locked at all times. Every member must accept full responsibility to adhere to this rule, which will be strictly enforced. Even if Plot Holders or visitors are calling for the briefest of periods the gate must be locked behind them both when entering and leaving.

3.3.2 Each member will be issued (on payment of a deposit) 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

3.4 SPEED LIMIT: Whilst on Site all drivers must keep their speed below 10mph

3.5 SAFETY: All Plot Holders must keep their Garden free of hazards, drive and park safely and with courtesy to other Plot Holders and visitors

3.6 WATER:

3.6.1 Water consumption from the mains supply should be minimised through good gardening practices.

3.6.2 All structures that can be fitted with a rain collecting gutter must have at least one water butt for water collection.

3.6.3 Hosepipes can only be used to replenish butts in a dry period and for hand held sprinklers.

3.6.4 The use of any type of automatic or unattended sprayer/sprinkler or other irrigation device connected to or filled from the taps is not permitted. Where a Plot Holder uses a hosepipe in an inappropriate fashion e.g. an unattended garden sprinkler, the Committee may charge an additional levy of £25 to that Plot Holder for each infringement (to be paid within one month).

3.6.5 Failure to pay the charge may lead to the termination of the Plot Holder's Tenancy Agreement

3.7 POULTRY:

3.7.1 Poultry means chickens and excludes cockerels, ducks, geese and pigeons

3.7.2 Permission to keep poultry must be obtained from the Society and must be kept in accordance with all statutes and regulations

3.7.3 Poultry must be housed, fenced and maintained in a way which

does not interfere with neighbouring plot-holders

3.7.4 There should be no more than 8 chickens and no fewer than 3 chickens. Any need to keep more than 8 chickens must be presented to the Committee who will consider and rule upon such a request

3.8 FRUIT TREES AND BUSHES

3.8.1 Fruiting trees, bushes and vines should be planted in accordance with prevailing guidelines as specified by the Society.

3.8.2 Tenants may become liable for the costs of removal of any fruit trees planted by them on plot(s) they are or have been tenants.

3.9 FIREARMS:

3.9.1 BDC does not allow the use of firearms on any of its land; therefore no firearm may be brought, used or stored on the Site. Anyone so doing, will have their tenancy agreement terminated forthwith

3.10 The allotment garden or any structure lawfully erected thereon is not to be used for the storage of any goods, chattels or supplies other than those used directly in the cultivation and maintenance of the allotment

3.11 Any buildings or structure erected on a garden must comply with the requirements of the Act and any other statutory or Council regulations or statutes and must only be erected with the Council's written approval

3.12 No solid fence or boundary to a garden must be erected over the height of 1m, without the written consent of the Society

3.13 Bonfires must be lit in accordance with the Tenancy Agreement and take account of the effect on other Plot Holders and the properties adjacent to the site. These are for garden rubbish only

3.14 No dogs are allowed onto the site unless upon a lead and under the proper control of the owner. Dogs are to be kept on the Plot Holder's garden and any faeces must be collected and removed from site by the owner. Owners must be mindful of their neighbours and are liable for any claims against them. Non-compliance will result in the dog being banned from the Site

3.15 Any children on Site must be kept under control, not interfere with or enter other plots without the permission of the Plot Holder

3.16 Any damage or theft must be reported to the Steward, or any member of the Committee

3.17 Any misbehaviour, unreasonable behaviour (including foul or abusive language), nuisance or other unreasonable act by a Plot Holder, or a visitor to a Plot Holder must be reported to the Steward or any member of the Committee, who (the Committee) will decide on the course of action to be taken in accordance with the Society's Grievance Procedures

3.18 Any theft of items or produce by a Plot Holder from another Plot Holder or any act or threat of physical violence must be reported as in 3.15 and will result in summary expulsion from the Site and immediate termination

of the offender's or offenders' contract(s)

- 3.19 The Management Committee takes a serious view regarding stealing of any crops or materials from other people's plots or any act or threat of physical violence or verbal abuse. Any Plot Holder found guilty of such an offence will suffer immediate termination of their Contract 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 Plot Holder wish to do so
- 3.20 Where a Plot Holder is in breach of these Rules, the Committee will decide on the appropriate course of action. These can be verbal warning, written warning or summary expulsion. Where a Plot Holder disagrees with a decision or action, they may appeal in writing (within 14 days) to the Officers. The appeal must be considered within 28 days. The Officers' decision is final.
- 3.21 Where there is a dispute over the application or execution of these rules, the Officers will make the final decision
- 3.22 These Rules dated 3rd September 2013 supersede any previous versions of the Rules and will be the ones used in the management of the Site by the Committee. The Rules will continue to be updated as and when required by the Committee for the successful ongoing management of the Site