

St Clement's + District Constitution and Rules .

Members' Agreement and Rules

This Agreement is made between St Clement's and District Allotments Association ('the Association')

and

.....

oftel.....

email

The Association agrees to let the Member Allotment Garden (known here as plot)

No.....

subject to the conditions laid down the Members' Rules. (See Notice Board for current version)

Signed on behalf of St Clement's and District Allotments Association

.....

Signed by the Member

..... **Date**.....

.....

This Agreement incorporates rules and conditions required by Oxford City Council.

- 1) The **name of the Association** is "The St Clement's & District Allotments Association".
- 2) The **Objectives of the Association** are to:
 - a) promote the interests of the Members with regard to proper cultivation, good management and enjoyment of the allotments;
 - b) maintain and improve the facilities and the condition of the site and to encourage and educate others to do the same;
 - c) ensure that as many plots as possible are tended;
 - d) manage the allotment site responsibly, respecting the environment and the terms of the lease with Oxford City Council;
 - e) work with Oxford City Council, with the Oxford & District Federation of Allotment Associations, and with other organisations and individuals in furtherance of the objectives.

3) The **Association shall be managed by a Committee** of three Officers: a Chair, Secretary and Treasurer. These will be elected each year by majority vote at the Annual General Meeting (AGM). The Committee shall have the power to appoint a member to fill any vacancy that arises between AGMs or to co-opt voting or non-voting Members. In exceptional circumstances, following seven days' written notice of a specific agenda item, Committee member(s) may be dismissed by majority vote at a General Meeting, with a quorum of twenty. The work of the Committee shall be voluntary, unpaid and open only to members of the Association. The committee will meet as often as it deems necessary in order to manage the site effectively.

4) **The Association's Trustees**

The terms of the lease between Oxford City Council and the Association require the appointment of a minimum of two trustees. At least two Committee members, appointed as described above, will be those Trustees. It is the responsibility of the Committee to notify the authority of those identified as soon as possible after the AGM. In the event of a Committee member who is also a trustee retiring or dying between AGMs the Committee may appoint another of their number as trustee until the next AGM.

5) **The Association's Members**

- a) are required to pay an annual subscription and to sign a Member's agreement. In return they have use of a specified plot for the year with associated responsibilities as set out in the Rules below.
- b) If there are more than two members to a designated plot only two may vote at general meetings. The voting members, if there are potentially more than two such, will be the first two named on the signed copy of the constitution held by the Committee, unless the Secretary has been notified more than seven days before the relevant general meeting that another name of the signatories on the constitution is to have the vote. That new name will be used from then on until notice is given as described above.
- c) Members with more than one plot and/or a share in more than one plot can have voting rights at general meetings equivalent only to one plot.

6) **The duties and powers of the committee** are to

- a) pursue the objectives of the association Association and administer the site;

- b) have full power to do all things as are necessary to achieve the objectives of the Association;
- c) decide on the number and size of the allotment plots, organize any subdivision of plots and allocate or re-let any plots which become available;
- d) hold an AGM, giving 21 days written notice of the date and place. Written notice may include notification by email;
- e) convene Special General Meetings if appropriate, or if requested by at least ten members writing either to the Committee, or to a member of the Committee;
- f) keep accounts and make them available for inspection by Members at seven days' notice;
- g) maintain a bank account in the name of the Association;
- h) inspect allotments to investigate a complaint at any time upon reasonable notice, or for audit purposes at any time;
- i) inspect the site at least annually and record any problems. Where plots are persistently unworked or show breaches of the rules members may receive a warning notice;
- j) note serious or persistent minor breaches of the Member's Agreement after which the Committee can give eight weeks' warning notice to remedy the breach. If the breach is not remedied within this period then, if this is the view of the majority of the Committee, the Committee can terminate the Agreement on one month's final notice. In the event of a Member's inability to work their allotment because of ill-health or a similar problem, the Committee can exercise its discretion;
- k) to terminate a membership with 7 days' notice for stealing, wildlife or poison offences;
- l) to deal with complaints. The Committee will investigate complaints made in writing to the Secretary. Any Member against whom a complaint has been made will be made aware of the problem and will have the right to respond in writing or put their case to the Committee in person. The Committee will consider all representations within a reasonable time and a decision made by the majority of the Committee will normally be final. However, if a Member has a complaint about the Committee itself which cannot be resolved in this way the Member will have the option of initiating a Special General Meeting (as in 6e above) or tabling an item at an AGM so that the issue can be discussed and, as appropriate, put to the vote;
- m) refer any unresolved disputes to a third party where appropriate. This procedure will generally be invoked only when the usual constitutional means of resolving disputes have been exhausted (as in 6l above). If the Committee is unable to reach an agreement between the parties within a reasonable time period the issue can, at the invitation of either or both parties to the dispute, be referred to the Secretary or other senior officer of the Oxford & District Federation of Allotment Associations (or its successor body) to consider and mediate between the parties.

7. **Changes to the Constitution and to Members' rules** can be agreed only at a general meeting and must be carried by a majority of the members present and voting.

8. The **quorum at general meetings** shall be ten members or 10% of the membership whichever is the greater.

9. The Association may be **dissolved** at any time by a vote carried by at least three quarters of the members present and voting at a specially convened meeting. Upon dissolution, any liabilities of the Association must be paid and assets remaining must be given to such organisation(s) having similar objectives to the Association as the members decide on. In no circumstances shall the members receive any share of the remaining assets.

Members' Rules

General

1. Members agree to respect and obey the constitution of the St Clement's & District Allotment Association.
2. Members must sign a Member's Agreement on joining to indicate their agreement to the rules of the Association (as amended from time to time). Any amendments to the rules, as agreed at General Meetings, will be posted on the notice board and deemed to apply to all members. An updated version of the rules is available from the Secretary or on the web site.
3. Members should let the Secretary know of any change of address or other contact information.
4. Members must give the Secretary 7 days' notice of any agenda items for a General Meeting.

Subscriptions and deposits

5. The annual subscription period runs from 1 January to 31 December. Annual subscriptions are payable by the end of February at the latest. Members joining the association more than six (or nine) months after 1 January may pay half (or a quarter) of the subscription for that year, or less at the discretion of the Treasurer.
6. Any Member still in arrears with their subscription by the end of March shall be held to have ceased to be a Member, unless the committee agrees to extend the time for payment upon receipt of a Member's explanation.
7. Failure to pay by the end of March and without informing the committee as above will be taken to mean that the person concerned no longer wishes to be an Association Member.
8. If any subscriptions are still unpaid by 31 March the committee will be at liberty to re-let the relevant plots.
9. Members may be asked to pay a refundable deposit, at a rate set by the committee, for any keys relating to the site.

Managing and maintaining plots

10. The plot or any portion of it shall not be sub-let.
11. The plot shall be used for growing vegetables, fruit or flowers and for no other purpose.
12. Only dwarf fruit trees may be planted. Fruit trees must be kept to a maximum height of 10' and roots and shade (equivalent to branch spread) must fall within your plot boundary.
13. The plot cannot be used for any trade or business except for the sale of surplus produce.
14. Members must keep their plot in a tidy condition and not deposit any rubbish or building materials on their plot or on the site.
15. Members must number their plot clearly.
16. Adjoining pathways must be kept tended to a width of 2ft (60cm) and leveled so that they can easily be mown by machine.
17. Members must keep their plot in a reasonable state of cultivation.
18. Bees may be kept on plots with the prior permission of the committee, who may put conditions on their keep relating to maximum numbers of hives and/or aspects of husbandry and hygiene.
19. Water is metered and should not be wasted. Members may not use hosepipes to transfer water from the troughs to their plot. Rainwater should be collected and stored wherever possible.

Sheds and other buildings

20. Members must keep any sheds, shelters or greenhouses etc. in safe repair.
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21. Sheds and shelters should be a maximum of approx 6'x8'x6' (or equivalent volume). They should not shade or impair adjacent plots. Half plots must also work within these conditions.
22. Members must not live in sheds or shelters or allow anyone else to do so.

Behaviour on site

23. Members must follow Oxford City Council's Code of Practice on Bonfires (copies of which are available from the Secretary, or on the Association's website). Bonfires should not cause a nuisance to other plot holders or the local community, or be left unattended. Plastic, rubber and carpet should not be put on bonfires.
24. Members must not be a nuisance to neighbours or other plot holders. Any complaints must be made in writing to the Secretary.
25. Only Members' dogs are permitted on site. They should be kept on a leash when not contained within the Member's own plot.
26. Perimeter fences and hedges should not be damaged or removed. The entrance gate to the car park must always be kept closed and locked after entering or leaving the site.
27. Vehicles may be parked only while the member is on site. Vehicles or trailers must not be tested or repaired on site.
28. Chemicals, tools and equipment, and petrol, oil, lubricants and any other inflammable liquids must be stored safely and at Member's risk.
29. Members must not dump weeds on any part of the site unless in a designated compost heap.
30. Members must not obstruct any path or access.
31. Members must not trespass upon other plots.
32. Members must not take crops, produce, implements or other items from other plots without the permission of the relevant plot holder.
33. Members are allowed to bring visitors to the allotment site but are responsible for their conduct while on site.
34. Children must be made aware of any potential dangers on site and must always be supervised. Members must not allow their children to disturb others. The Association will not accept responsibility if children are hurt as a result of poor supervision.

Leaving the Association/cessation of membership

35. A Member shall cease to be a Member in the following circumstances:
 - a) the Member's death;
 - b) the Member resigning;
 - c) non-payment of the annual subscription (as in rule 7 above);
 - d) the Member being expelled by a vote of at least three quarters of the members present and voting at a special meeting called for the purpose of expelling a Member and of which notice has been given to all Members including the Member to be expelled.
 - e) membership terminating under any other provision in these Rules or the Constitution.
36. Upon cessation of membership, Members must return any keys relating to the site to a committee member.
37. If a Member is asked to leave because of non-compliance with any of the rules, personal belongings should be taken off site within 14 days. Any belongings remaining on site after that period will be disposed of as the committee sees fit.

AUDIT REMINDERS 2013

To comply with our lease with OCC The Association must make every effort to ensure that: the allotments are used and occupied as allotment gardens only; that they are not used for trade or business except for the sale of surplus products; they are clean, free from weeds, well manured and in a good state of cultivation and fertility. Plot holders may remove any perennial crops or fruit bushes planted or purchased by them **before** the end of their tenancy provided they replace the surface soil disturbed by such removal. Our rules clarify each section below.

Cripley Meadow requires members to cultivate at least 75% of the potential space. This is taken to mean that it is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. Some plots are being reclaimed after previous neglect and one season's allowance is generally given for this.

Cultivation and weed control

The most important thing that we look for during an audit is the degree to which each plot is cultivated and maintained. Not only will a badly maintained plot cause problems for its neighbours, but we must make sure that each plot is being used as fully as possible. The rules and our lease specifies that members must keep their plots cultivated in a proper and husband-like manner. Our rules state this is taken to mean that 75% is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. Some plots are being reclaimed after previous neglect and one season's allowance is generally given for this.

Plot holders must take steps to eradicate pernicious weeds - such as bindweed, thistles, ground elder, and nettles - and ensure that they do not spread to other plots. Members must not cause a nuisance to other plot holders by allowing weeds to seed. Plot holders may grow any kind of vegetables, flowers, soft fruit or herbs. Invasive plants like bamboo are not permitted and blackberry is restricted to headland or on plots if pruned and kept 5 ft from any boundary.

Fruit growing

Fruit trees may be planted only with permission and on dwarf stock and managed at 10ft if at least 5 ft from any boundaries. Fruit trees and bushes should be sited only where they will not create an obstacle or nuisance to others as they grow. If plot holders do have permission to cultivate a number of trees they must ensure that the surrounding areas are kept weed free and cut to avoid seeding. We limit fruit trees to no more than 25% of the larger plot holder's total or 30% if they are underplanted with productive crops.

Plot boundaries

All plots should have a pathway between them of minimum, of 2 to 2.5ft and managed headlands. Some of the paths got lost in clearing and fencing but they are a necessary buffer between plots and should be re-established if missing. Traditionally each plot-holder managed the path to the left when standing on the plot shed line looking out. The main thing is that members cooperate and keep paths between them managed. The headland is the bit outside your fence and up to the mowed path and should be kept clear of weeds and rubbish. We have a 5 ft fence/ hedging limit on headlands. Adjoining fences must be kept clear of blackberry and no plants can shade more than the path width.

Storage, structures, safety and waste

All structures like sheds and polytunnels must have permission, be kept well maintained and not shade adjacent plots and be secured adequately. Only material harvested or to be used on the plot can be stored and no rubbish may be dumped on any part of the Association's land. We commend recycling but plots cannot be used to store or accumulate material. Unwanted vegetable matter must be burnt or composted on your plot and other rubbish kept in sacks and put in the skip provided from time to time or taken to Redbridge. Plot holders who have a well on their plot are responsible for the safe maintenance of it and for providing and maintaining a strong, raised well surround and cover. New wells may be dug but please notify the committee so we keep their positions logged for safety. No barbed wire or razor wire is allowed.

Most plots are now numbered and we have put temporary numbers on all gate posts where we could. **Please make sure you have a visible numbers on your plot**, preferably on the entrance. If there was ever an accident or someone fell ill and the emergency services had to track down a particular plot in a hurry, the numbers would make all the difference.

The Field Secretary keeps an eye on the site as a whole through the year. The main Audits take place twice a year in (May/June) and October. The audit committee consists of at least 5 committee members. All letters are agreed by the Committee. The committee is elected annually and all members have a chance to influence the management of the site by standing for election.

The main purpose of the audit is to comply with our lease and use the land well for growing fruit and vegetables. Membership is annual and conditional on keeping the rules. The holder of a plot which is falling below an acceptable standard is sent a reminder letter. Reminders are intended to be just that: a friendly reminder or query to see if there is a temporary problem. The purpose is to alert members to problems and ask for them to be rectified. Warning letters are sent when reminders are not heeded and less time is given during the growing season. Members with 3 audit letters risk action which could include losing their plot.

Report back

NEWS
Monthly letters
AGM Annual Report

Spragglesea Mead and Dean's Ham

ALLOTMENT ASSOCIATION

Welcome to the allotments! The first part of the site is Spragglesea Mead, and the part over the bridge is Dean's Ham. Plots on these two sub-sites are numbered separately. Rents are currently 25p per square metre per annum, payable at the AGM in March, or by the end of that month. The minimum charge is £10. We also ask for an initial deposit of £20, to cover the cost of the access key (see below) and to set against any work necessary on the plot when it is next transferred (this deposit is returnable in full if the key is returned and the plot left in good order). Please pay the treasurer and make cheques payable to Spragglesea Mead Allotment Assn. ***If you change your email address please inform the secretary.***

Cultivation

New members are expected to begin cultivating their plots in good time, one month's grace is allowed after a plot has been allocated for you to show that you have serious intentions. After that time we will check that all is well and that the plot is being managed satisfactorily. Please let us know if you need any help with your plot. We have one main rule; whatever size your plot, **use it or lose it.**

Access to the site

The allotment gate has a padlock. The key is available for a returnable deposit (see above).

It is possible to drive to the site, but a key to the park gates is needed to allow access for a car. This can be borrowed from committee members.

The upkeep of the site

Everyone shares in this responsibility. Allottees are expected to cultivate their plots regularly (especially March - November), and to let the committee know if they are going to be away for any length of time. Plots that are neglected will be forfeited and re-let.

Annual weeds and crop waste should be composted in a bin or heap on your plot.

Perennial weeds can be put near the communal compost areas on Spragglesea Mead behind the shed.

Uncompostable material, such as plastic, metal, stones and wood, must not be put in the communal compost. Stones, metal and wood all damage the shredder, if they are not noticed when the organic material is being fed into the machine. Wood and coarse dry material for burning should be put on the pile on Dean's Ham adjacent to Plot 6.

Plot-holders are responsible for removing their own plastic and metal waste from the site, including fertiliser and compost bags and horticultural fleece.

The main paths are cut by the committee. **Please note that you are required to keep the grass cut for a width of 30cm all round the edge of your plot.** Shears and a hand mower are kept in the store box on the bridge.

Ground cover

No carpet is allowed, as we have the porous plastic ground cover, if your plot has an untended area. It remains the property of the Association.

Ground fertility

The soil is fertile but varies in type, even on the same plot. The soil is mostly alkaline. The site is on the Thames flood plain and may flood in spring for a few days.

Planting

Plot-holders may plant what they wish in the way of vegetables, flowers and soft fruit, but not trees. Fruit trees may be planted after consultation about the exact siting with Jacqui Custerson or Michael Walker. They need to be sited so that they don't shade adjoining plots or encroach on paths when they are mature

Siting of Sheds

Again, these need to be sited so that they don't shade adjoining plots or encroach on paths and Michael Walker should be consulted.

Water

In summer water is pumped from the ditch or the reservoir into the large holding tanks and thence into the troughs.

Pests etc

The main problems are pigeons, slugs and snails, and mice. If using slug bait, please be sparing. Most plot-holders grow organically.

This is a friendly site, and people are always willing to give advice and offer spare plants. Please note that children must be accompanied by an adult at all times and should respect other plots. Dogs must be kept on a lead. There is a picnic area on each half of the site.

**Committee – Chair: Michael Walker, Secretary: Jacqui Custerson, Treasurer: Bob Edmonds-Seal (DH plot 6b), Members: Kathy Bramble, Jean Kirkley, Lis Ledger, Tim Treacher & Tim Hart
Trustees: David Helliwell and Ged Ledger**

October 2013

Spraggslea Mead.

Criteria for Inspection of Plots

In view of the waiting list for allotments, of the importance of ensuring plots serve their function of growing vegetables, and are generally maintained in a fit state for future occupants, it is clearly of importance to us all that there is some regular assessment of the condition of individual allotments.

The main criterion is that, by ~~June of each year~~, an allotment should have 75% of its area under cultivation with an adequate level of control of both perennial and annual weeds: The cultivated area includes areas with perennial flowers or soft fruit bushes, which must also show evidence of adequate weed control, particularly of perennials, and that fruit bushes are properly pruned. The area also includes internal paths, which should be no more than 1 metre wide and must be properly maintained. Any amenity area(s) on the plot, used for storage, compost bins, or mown as a relaxation area, etc. will not be counted in the cultivated area. If, however, they constitute 25% of the total area let, 100% of the rest of the plot must be cultivated.

The sub-committee carries out an initial inspection of plots in ~~early June~~ after which plot holders whose plots do not satisfy the criteria will be notified. These plots will be re-inspected approximately 3 weeks later to see if satisfactory progress has been made to meeting the criteria. New plot holders, who have taken plots within the last year, will be inspected, but will not be expected to meet all the criteria.

ALLOTMENT ASSOCIATION

COPY OF CONSTITUTION AND RULES

1. The Association shall be called Spragglesea Mead and Dean's Ham Allotment Association.
 2. The Association shall control and administer the allotments adjacent to Hinksey Park Abingdon Road, Oxford.
 3. The Association shall be governed by an Executive Committee consisting of a Chairperson, Treasurer and Secretary, and three members. All Trustees shall be members of the Committee, either in addition to the foregoing, or as office holders of the Executive Committee. The committee may co-opt a further 2 members. The quorum for the committee shall consist of 50% of the members including the chair.
 4. Three trustees shall be appointed by the Association to hold office until such time as they decline to do so, or until such time as the members at an annual general meeting (AGM) shall elect another or others to replace them.
 5. The executive committee shall be elected by the members at the AGM and shall hold office until the next AGM.
 6. The AGM of the Association shall be held on any week day in March, to be notified to the members with not less than two weeks notice.
 7. At the AGM the members will
 - i.) elect members to the Executive Committee for the ensuing year;
 - ii.) determine a rent for ploholders for the ensuing year upon the recommendation of the Executive Committee;
 - iii.) receive and examine a statement of the accounts of the Association for the preceding year;
 - iv.) elect an auditor to audit the accounts;
 - v.) transact any other business previously notified by the Secretary.
 8. Alterations to the Constitution can be made by simple majority at an Annual General Meeting, which has a quorum. Notice of the proposed change must be notified at least two weeks before the meeting. The quorum for the AGM shall be 25% of plot holders who have paid their subscriptions in the previous year.
 9. The Executive Committee shall be responsible for the day to day running and administration of the Association, including such matters as :
 - i.) letting of plots;
 - ii.) maintaining the pathways of the site and the water supplies as it thinks fit and according to its current abilities;
 - iii.) encouraging good practice and environmental awareness;
 - iv.) preventing neglect of plots and re-letting plots that, in the opinion of the Committee, are not maintained to a reasonable standard according to Rule 16 below.
 10. The Treasurer shall produce a yearly account of the finances of the Association to end on 28th February (29th in leap year). He/she shall be responsible for the financial administration of the Association.
 11. The Executive Committee shall have powers to evict an allottee for non-cultivation of a plot, or for other behaviour which may be deemed unreasonable in the context of good management of an allotment site.
 12. Notice to quit an allotment for infringement of the rules shall be served in writing and shall give the allottee concerned one month's notice. In exceptional circumstances a further two months will be allowed to harvest a growing crop.
 13. The Executive Committee undertakes to behave at all times in a reasonable and friendly manner and as far as possible in the interests of all allottees.
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14. Any decision of the Executive Committee shall be deemed to be a decision of the Trustees in whom the land is vested.
 15. The Association shall not be held responsible for any injuries caused on site to allottees or to their relatives, friends, assistants, or to any others who may occasionally visit the site, or for any damage or loss to personal property.
 16. Allottees are expected to keep their plots clean and in a good state of cultivation and fertility and in a good condition.
 17. Dogs are not permitted on site except those belonging to allottees, which must at all times be kept on a lead and under control.
 18. Bonfires must at all times be tended and used only in such a way as shall be consistent with good management of the site.
 19. Paths between allotments are the responsibility of allottees and must be maintained in good order.
 20. Plots must not be sub-let. Any temporary assistance from friends or relatives constituting a sub-letting must be notified to a member of the committee.
 21. Allottees must notify the Executive Committee of any change of their address and/or telephone number.
 22. The opinion of the Executive Committee shall be final as to the interpretation of the Constitution and Rules.
 23. The Executive Committee shall formulate such occasional policies and rules in addition to the above as are necessary for the day to day running and good management of the site.
 24. Any allottee who takes on a plot or plots is deemed to have agreed to the rules of the Association.
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4. Any decision of the Executive Committee shall be deemed to be a decision of the Trustees in whom the land is vested.
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12. The opinion of the Executive Committee shall be final as to the interpretation of the Constitution and Rules.
13. The Executive Committee shall formulate such occasional policies and rules in addition to the above as are necessary for the day to day running and good management of the site.
14. Any allottee who takes on a plot or plots is deemed to have agreed to the rules of the Association.

Rules and Regulations of the Van Diemens Lane Allotments Association

1. Use of the allotment site is restricted to members of the Van Diemens Lane Allotment Association, with the elected Committee acting for, and on behalf of, the Association.
2. Members must pay the rent when it is due, at a date set by the Treasurer. A receipt will be provided upon request.
3. Allotments may not be sub-let or sold. Each member will be given one each of the keys they request (pedestrian gate and/or communal shed) at the start of their tenancy. Members may not make additional sets of keys without agreement from the Committee, and all keys must be returned at the end of the member's tenancy.
4. Each member is responsible for the upkeep of their own plot and surrounding pathways. This includes weeding and maintaining their plot in reasonable condition, and taking his or her turn to mow/strim the grass around the communal areas of the allotment (a petrol mower and strimmer have been bought by the Association for this purpose).
5. Members are responsible for disposing of their own rubbish. Household/garden waste may only be brought onto the allotment site to be placed into members' compost bins. The dumping of waste on any communal area is NOT permitted.
6. The allotments are not to be used for any purpose other than the cultivation of fruit, vegetables, and flowering crops. Planting of fruit trees may be permitted with the permission of the Committee.
7. Members may, with permission of the Association, keep bees subject to the following:
 - i. that the agreed number of hives are located in the designated apiary area
 - ii. the member must maintain membership of a local beekeeping association affiliated to the British Beekeepers Association (BBKA), and maintain appropriate insurance to cover their activities. This insurance should be equivalent to, or exceeding, that of the BBKA and the member may be required to provide evidence of that insurance at any time as requested by the Committee
 - iii. that annual rent is paid to the Association, in addition to the member's rent for their plot, for the use of the apiary
 - iv. that the member adhere to good beekeeping practices and husbandry
 - v. that the allotment site and apiary is not used as storage space for equipment that does not contain bees
 - vi. that the member list their contact details on the allotment site notice board
 - vii. that all hives and equipment are removed from the site at the end of the member's tenancy
8. All members must comply with Oxford City Council's Code of Practice on Bonfires. A copy is posted on the site noticeboard. Any person found to be causing a smoke nuisance, by either the Environmental Health Department or a member of the committee, or considered to be in breach of the code of practice may have their tenancy agreement terminated.
9. Dogs belonging to members, if brought onto the site, must be kept on a lead and not allowed to damage other plots. Members are responsible for clearing up after their dog and appropriately disposing of any mess.
10. The siting of sheds and polytunnels on individual plots is permitted, with the approval of the Committee. However they are there at the owner's risk and the Committee accepts no responsibility for either the structures or their contents. Members will be responsible for the removal of any structures at the end of their tenancy agreement.
11. Members must ensure their plots are safe at all times, and do not present any hazard to other people.
12. Removal of any crops or property from other member's allotments without permission will be considered theft and dealt with accordingly.
13. If action needs to be taken which affects the whole allotment site, members are expected to help when and where possible. For example, replacement of communal shed.
14. The use of chemical pesticides, weedkillers and fertilisers is permitted; members must ensure their use does not affect neighbouring plots.
15. The Committee will call a meeting, whenever necessary, to keep members informed of any changes to these rules and regulations.
16. Any member wishing to terminate their tenancy agreement must inform the Committee in writing, a month in advance. They will not be entitled to a rent refund. If a deposit was paid at the start of the member's tenancy, this will be refunded when all keys have been returned to a committee member and the plot is left in an acceptable state for the next member to move in, e.g. any structures and rubbish removed.
17. If a member is deemed to be in breach of these rules, the following process will be followed -
 - i. reasonable efforts will be made by the Committee to informally notify and discuss with the member
 - ii. should the situation not improve, the Committee will issue a formal notice citing reasons for non-adherence to the rules, and stating next steps
 - iii. at the end of this process, the Committee reserves the right to terminate a member's tenancy by giving three months notice in writing.
18. An Annual General Meeting (AGM) will be held once a year, to which all association members will be invited to attend. Notice of the AGM will be given one month before it is due to be held, and members will be invited to put forward agenda items.
19. The committee serve for one year, which is extendable subject to elections held at the AGM. All adult members of the Association have a right to vote. Members of the Association may stand for any of the committee positions, subject to nomination and seconding. A majority vote is sufficient to win the election. If no nominations are received, the incumbent remains in place, subject to a vote of confidence.

Name of plotholder
Address of plotholder

Date of notice letter

Dear plotholder,

Re: Termination of Tenancy, Van Diemans Lane Allotments

In accordance with item 17 in the Rules and Regulations of the Van Diemans Lane Allotment Association, you are hereby given notice that Van Diemans Lane Allotment Association is terminating your tenancy of the above allotments. Please remove any personal items, and return the keys to the shed and gate padlocks to a committee member, by date (giving 3mths notice from date of the letter).

You have been in breach of allotment rule 3) - *Each plot holder is responsible for the upkeep of their own plot and the surrounding pathways. This includes weeding and maintaining the plot in a reasonable condition.*

In April 2010, Peter Sims (Secretary of the Association) discussed with you the upkeep of your plot, as it had been largely uncultivated since you took on tenancy in 2007 with weeds and grass growing unchecked. At this point you covered the ground with weed-suppressant fabric.

On 26th July 2010, Samantha Chapman (Treasurer of the Association) advised you of the Association's intention to serve notice of termination of tenancy, following complaints from neighbouring plot holders regarding the brambles and weeds from your plot encroaching on theirs, despite the weed-suppressant fabric, and no further work or upkeep on your plot since April.

Should you wish to return the keys before the end of the notice period you are welcome to do so to any committee member, having removed all personal items from the allotment site.

Comment [SC1]: This would need to be tailored to the situation, and is an example of needing to give history and what has been done so far to put the plotholder on notice.

Yours sincerely,

Van Diemans Lane Allotment Association