

# OSNEY, ST THOMAS, AND NEW BOTLEY ALLOTMENT ASSOCIATION

## CONSTITUTION AND ASSOCIATED RULES

### Organisation and management

- (1) The Association shall be known as the **Osney, St Thomas, and New Botley Allotment Association**. Its objects and purpose shall be:
  - (a) to retain allotment sites in West Oxford, divided into plots for cultivation by its members;
  - (b) to encourage and support its members in the cultivation and enjoyment of their plots;
  - (c) to promote the interests of its members as allotment holders.
- (2) The members of the Association are those who are currently the holders, on a register kept by the Association Secretary, of a plot or plots on one or more of the Association's allotment sites. In what follows, members of the Association are referred to as 'members'.
- (3) An Annual General Meeting of members shall be held annually.
- (4) An Extraordinary General Meeting of members shall be convened on the written request to the Association Secretary of no fewer than ten members, clearly stating the reason for the request and the subject(s) for discussion.
- (5) The Association Secretary shall give at least 28 days' notice of the time and place of any General Meeting, whether Annual or Extraordinary, by email to members, and by posting on the notice boards at the Association's allotment sites.
- (6) These rules have been approved by a General Meeting. No alterations, additions, or amendments shall be permitted without the consent of a General Meeting convened in accordance with these rules. For the purpose of these rules a General Meeting may be an Annual or Extraordinary General Meeting. The quorum for any General Meeting is 10% of the membership as at the date when the meeting was called. Where changes as to how rules are applied become necessary, the Committee shall agree these operational issues and take any consequent rule changes to the next AGM.
- (7) An up-to-date copy of these rules shall be displayed by the Association Secretary on the notice boards at the Association's sites. Ignorance of the rules will not be treated as an excuse or mitigation for their breach.
- (8) Rents and budgets for the year ahead shall be decided annually at the Annual General Meeting. The Association Secretary, Treasurer, and Shop Manager, shall be paid such honoraria for their services as shall be agreed at the Annual General Meeting.
- (9) Subject to the plenary power of a General Meeting to determine any matter on behalf of the Association, the Association shall be governed by a Committee consisting of an Association Secretary, a Treasurer, and not fewer than ten and not more than fifteen Ordinary Members. In these rules, 'Ordinary Member' refers to a member of the Committee who is neither the Association Secretary nor the Treasurer.
- (10) The **Association Secretary**, the **Treasurer**, and all Ordinary Members of the Committee, shall be elected annually from among the Association's members at a General Meeting. Their names and plot numbers shall then be displayed by the Association Secretary on the notice boards at the Association's sites throughout the year.
- (11) If enough candidates present themselves, at least a third of Ordinary Members of the Committee shall be members of Botley Meadow plots.

(12) Candidates for election under cl [10](#) above must submit details to the Association Secretary at last 14 days ahead of the General Meeting, including plot number, position sought and name and plot numbers of proposer and seconder from among the Association's members. Where election to any position or positions is contested, the Association Secretary shall circulate the relevant candidate details to all members 7 days in advance of the General Meeting at which elections are to be held, and post the information on the notice boards at the Association's sites

(13) Votes in the election (and in respect of any other motion proposed at a General Meeting) shall be allocated on the principle of one vote per tenancy. For the purpose of this rule,

- (a) tenancies of multiple plots held by the same member count as one tenancy;
- (b) tenancies held in joint names count as one tenancy and joint members count as one member;
- (c) tenancies of half plots count as tenancies.

There shall be no absentee voting under any circumstances. In no circumstances shall any person exercise more than one vote.

(14) Where election to any position or positions is contested the Association Secretary shall appoint for the purposes of receiving and counting votes and checking their validity a Returning Officer, who is not a candidate for election but is a member of the Association.

(15) Those elected shall be those with the largest numbers of votes, except that a candidate who is a member of Botley Meadow may be elected to be an Ordinary Member ahead of a candidate who is not such a member, in spite of having a lower number of votes, if this is necessary to conform to cl [11](#) above.

(16) At the first Committee meeting after the election of the Committee, the Committee shall elect or re-elect by simple majority:

- (a) a **Chair** from among its Ordinary Members;
- (b) a Shop Manager from among its Ordinary Members;
- (c) three **Trustees** positions to be held by the **Committee Chair, Treasurer and Association Secretary**;
- (d) a **President** of the Association who is not a Committee Member;
- (e) an inspector of the Association's accounts, who shall be a suitably qualified person who is not a Committee Member.

(17) It shall be the duty of the Committee, and of all Committee Members, to ensure that these rules are adhered to, and to promote the objects and interests of the Association at all times. Subject to such policies and procedures as the Committee may from time to time approve, responsibilities shall be allocated as follows:

- (a) It shall be the responsibility of the **Treasurer** to receive all monies; to authorise expenditure; to keep the accounts of the Association; to present a written report to the Committee on the same, as and when required; to present an audited Balance Sheet each year at the Annual General Meeting; and more generally to supervise the everyday financial affairs of the Association on behalf of the Committee.
- (b) It shall be the responsibility of the **Association Secretary** to maintain records of meetings and decisions; to conduct correspondence on behalf of and in the name of the Association; to deal with the calling of meetings and the conduct of elections; and more generally to supervise the everyday administrative affairs of the Association on behalf of the Committee. The Association Secretary may delegate the responsibility to maintain records of meetings and decisions to a **Committee Secretary** (from the existing Committee). It shall be the overall responsibility of the Association Secretary to maintain membership records, while the everyday responsibility for membership records, allocation of plots, and organising general plot maintenance may be delegated to a **Field Secretary** (from the existing Committee) from each of the two sites within the Association.

- (c) It shall be the responsibility of the **Chair** to chair meetings of the Committee, and to chair General Meetings of the Association, unless they delegate responsibility to another Committee member.
  - (d) It shall be the responsibility of the Shop Manager to operate the Association shop, including the recording of sales, monitoring of stock, and the purchase of stock within any spending discretion conferred by the Committee, and beyond that subject to the authorisation of the Treasurer.
  - (e) It shall be the responsibility of the trustees to hold property (including tenancies of allotment sites, investment assets, or cash) on behalf of the Association where called upon to do so, and in particular to hold the lease of any allotment site on behalf of the Association subject to the covenants therein.
  - (f) It shall be the responsibility of the **President** to chair General Meetings of the association if and only if the Chair is unable to attend.
  - (g) It shall be the responsibility of the accounts inspector to inspect the annual Balance Sheet in advance of the Annual General Meeting to accepted accounting standards.
- (18)** The Committee shall meet at least once in each quarter upon notice in writing given to all Committee Members at least seven days in advance by the Secretary. A meeting of the Committee shall be quorate if attended by either the Secretary or the Treasurer and at least five Ordinary Members.
- (19)** The Committee shall be entitled by simple majority voting to co-opt one or more additional temporary Ordinary Members, or to appoint from among its Ordinary Members a temporary Treasurer or Secretary (who shall then cease to qualify as an Ordinary Member for the purpose of these rules) in the event of a vacancy occurring between General Meetings.

### **Complaints, disputes, and sanctions**

- (20)** In performing its duty to ensure that these rules are adhered to under cl [17](#) above, the Committee shall be the body responsible for adjudicating complaints about and disputes between members, and for determining the remedy or sanction for any breach of the rules.
- (21)** Any complaint that these rules have been breached, and any dispute about or involving the application of these rules, is to be put in writing to the Association Secretary, who will promptly present the complaint or dispute to the Committee for consideration and adjudication, without making a recommendation as to the conclusions to be reached or the remedy or sanction to be applied.
- (22)** Before adjudicating on any complaint or dispute the Committee shall take reasonable steps to investigate, including giving any member complained about, or any member who is party to the dispute, an opportunity to put such points to the Committee as he or she may consider relevant. For the purpose of investigation any two members of the Committee acting together may enter any plot at any time.
- (23)** Where a complaint is made by or is about a member of the Committee, or the dispute involves a member of the Committee, that member shall not participate in adjudicating the complaint or dispute, except as a party entitled to be consulted under cl [22](#) above.
- (24)** Where the committee is satisfied that a breach of the rules has occurred it shall require the breach to be promptly discontinued if it is still continuing, except that, in the interests of justice or good order, the Committee shall be entitled to permit the indefinite continuation of a breach, or to prescribe an extended timetable for its discontinuation, in any case in which:
- (a) the breach has been continuing for a period of two years or longer without complaint, or
  - (b) since the breach began there has been a change of member at the plot on which the breach is taking place, or
  - (c) because of changes to these rules, the conduct or situation now constituting a breach did not constitute a breach at the time when it began.

- (25)** Where the Committee has prescribed discontinuance of a breach, failure to discontinue in accordance with the timetable given by the Committee shall constitute a further breach of these rules.
- (26)** Where the Committee has considered a dispute under cl [21](#) above but has come to the conclusion that there has been no breach of these rules the Committee may, subject to the consent of all parties to the dispute, act as an arbitrator in the dispute. Where such arbitration is consented to the remedy prescribed the Committee shall be binding on all parties and failure by any party to abide by the decision of the Committee shall constitute a breach of these rules.
- (27)** The Committee may censure in writing any member whom it finds to have been in breach of the rules in any adjudication under cl [21](#) above.
- (28)** The Committee may evict a member, depriving them of membership of the Association, in the event of an outrageous or defiant breach of these rules – i.e. an (outrageous) breach significantly more serious than a minor infraction of the rules, or an action taken or continued in defiance of a Committee ruling.
- A member may also be evicted in the event of a repeated breach of these rules. Without prejudice to the generality of this principle, a member counts as being in repeated breach of these rules if:
- (a) They refuse to implement a ruling of the Committee under cl [25](#) or [26](#) above after two written notifications of that ruling, delivered not less than 14 days apart, where the second contains a warning of the Committee's intention to evict if the ruling is not implemented within 14 days; or
  - (b) They have been censured twice under cl [27](#) above within any twelve-month period; or
  - (c) They are convicted of any criminal offence in connection with the use or occupancy of his or her plot, or taking place upon any of the association's sites.
- (29)** For the avoidance of doubt, a member who is regarded as having surrendered any plot in the case of either non-payment of rent or non-cultivation under cll [39](#) and [40](#) below (or would have been so regarded but for cl [40](#)) is not, for the purpose of these rules, to be regarded as subject to a complaint or dispute, and does not qualify as 'evicted' for the purpose of cl [28](#), and the rules set out here for the adjudication of complaints and disputes do not apply in such cases.
- (30)** Where the Committee arrives at a decision under cll [24](#), [26](#), [27](#) or [28](#) above, the Association Secretary shall promptly notify all parties to the dispute or complaint, in writing and/or by email, of the substance of that ruling. Where the ruling is of general importance to members its substance shall also be posted on notice boards at the Association's sites, but without any information that would enable the parties to be identified.

### **Allocation of plots**

- (31)** Vacant plots on the association's sites shall be allocated by the Committee – and the direct responsibility for allocating plots may be delegated to the Field Secretaries. Subject to cl [32](#) and [33](#), plots will be allocated to new members in the order in which their names appear on waiting lists to be maintained by the Field Secretaries. The Field Secretaries shall add new names to this waiting list in the order in which applications for plots are received. The Committee may from time to time establish procedures for applications to be made, including publishing an application form.
- (32)** Notwithstanding cl [31](#), the Committee may give preference, in allocating plots, to residents of West Oxford, defined as postcode area OX2 west of the main rail line through Oxford station.
- (33)** Notwithstanding cl [31](#), the Committee may, in its discretion, decline to allocate a plot to a person who has previously been evicted under cl [28](#) above or who is regarded as having surrendered a plot by non-payment of rent or abandonment under cll [39](#) or [40](#) below.

**(34)** Applications from existing members to hold a second plot may be entertained but, subject to cl [33](#) above, applications from new members shall normally be given priority. However the Committee may, in its discretion make an exception for either:

- (a) a member of a half plot who wishes to add the other half or any nearby half; or
- (b) a member who has been helping to cultivate the plot of a nearby member during illness or incapacity.

In deciding whether to allocate a second plot to any member the Committee shall have regard to the member's record of cultivation, and to his or her record of conformity with these rules.

**(35)** Notwithstanding anything contained in cll [31](#) to [34](#), the Committee may in its discretion allocate a vacant plot to an existing member of another plot in exchange for that other plot, which then falls vacant and is re-allocated in accordance with these rules.

**(36)** Upon the death or permanent incapacity of a member, the committee may in its discretion allocate one and only one plot held by that member to a spouse, domestic partner, son, or daughter of the member without regard to the waiting list. In doing so the committee may take account of any wish as to the succession of the tenancy that has been expressed to the committee in writing by the member.

**(37)** At the date when a plot is vacated (whether by surrender or eviction or any other cause) the member (or where applicable a spouse, domestic partner, son, or daughter of the member) will be given two months to remove any crops, tools, sheds, or greenhouses from the plot, or to reach agreement with the new member as to their disposal. The Committee shall have the power to extend this period in exceptional circumstances. Any items not removed in the time allowed will become the property of the Association, which the Committee may in its discretion pass on to any new member as an incident of the new tenancy, either absolutely or on such terms as the Committee may see fit.

**(36)** Upon the death or permanent incapacity of a member, the committee may in its discretion allocate one and only one plot held by that member to a spouse, domestic partner, son, or daughter of the member without regard to the waiting list. In doing so the committee may take account of any wish as to the succession of the tenancy that has been expressed to the committee in writing by the member.

**(37)** At the date when a plot is vacated (whether by surrender or eviction or any other cause) the member (or where applicable a spouse, domestic partner, son, or daughter of the member) will be given two months to remove any crops, tools, sheds, or greenhouses from the plot, or to reach agreement with the new member as to their disposal. The Committee shall have the power to extend this period in exceptional circumstances. Any items not removed in the time allowed will become the property of the Association, which the Committee may in its discretion pass on to any new member as an incident of the new tenancy, either absolutely or on such terms as the Committee may see fit.

### **Basic conditions of tenancy**

**(38)** Notwithstanding any customary relaxations of this rule, plots are held by members from year to year on a contractual licence, strictly on condition of timely payment in advance of the annual rent, and strictly on condition of cultivation, and always subject to the terms laid down in these rules.

**(39)** The annual rent audit, at which all annual rents are to be paid, shall take place on the first three Sundays in September. At least 14 days prior to the first date, the dates and times and locations and methods for payment will be displayed on the notice boards at the Association's sites. Members whose rent remains unpaid by the third date shall pay a rent supplement that is decided from time to time as an aspect of the determination of rents. If the rent (including any supplement) for any plot remains wholly or partly unpaid at midnight (24:00) on the last Sunday in September the member is regarded as having surrendered the plot and the committee may proceed forthwith to re-allocate it as a vacant plot.

**(40)** Subject to any exceptions or provisos spelled out elsewhere in these rules, which are to be narrowly construed, plots are held exclusively for cultivation by the member and members of his or her immediate family. Any plot on which there is no cultivation in any rental year, or on which growth of vegetation is left wholly unchecked from April to August inclusive in any rental year, is classified as abandoned. Notwithstanding any attempt to pay rent in accordance with cl [39](#) above the member is regarded as having surrendered an abandoned plot and the committee may proceed, with effect from midnight on the last Sunday in September, to re-allocate it as a vacant plot. This rule is without prejudice to the application of the more specific rules on cultivation which appear below.

**(41)** The committee shall have the discretion, but not the duty, to cancel or postpone the surrender of a plot under cll [39](#) or [40](#) above, on timely notification of exceptional personal circumstances affecting the member. However the re-allocation of a plot, once effected, shall not be reversed.

### **Other terms of tenancy**

**(42)** Members are required to keep their plots substantially cultivated during the summer growing season (March-September inclusive). A plot is substantially cultivated if its cultivated parts exceed, by surface area, its uncultivated parts. Any part of a plot is regarded as cultivated if

- (a) it is used for growing produce, flowers, or fruit trees permitted under these rules; and
- (b) what is grown is kept reasonably neat and tidy throughout the summer growing season; and
- (c) harvested, cleared, and/or pruned at the end of the season (as appropriate).

An area consisting of lawn, path, or shed is not a cultivated area for the purpose of this rule. An area consisting of greenhouse is a cultivated area if it is cultivated according to the definition in this rule. For the avoidance of doubt, there is no requirement that cultivation be to a high standard.

**(43)** Standard fruit trees may be planted on plots provided that dwarfing rootstock is used, and provided that any planting of fruit trees shall require the permission of the committee if areas planted will constitute more than 25% of the total area of the plot. In calculating whether cultivating is substantial for purposes of cl 42 above, any planting of fruit trees that accounts for more than 40% of cultivation on the plot (by surface area) shall be disregarded, and cultivated areas recalculated accordingly.

**(44)** Produce and flowers from an allotment may not be sold or bartered except on an occasional basis for specific charitable or benevolent purposes. In particular, use of an allotment for commercial purposes, even when these are secondary or subsidiary to other purposes, is strictly forbidden.

**(45)** Members are required to keep their plots in a reasonably neat and tidy condition throughout the year. This obligation extends to uncultivated as well as cultivated areas.

**(46)** Members are required to display the number of their plot clearly and durably on a sign or marker that faces the nearest road or track.

**(47)** Roads, tracks, and ditches on the Association's sites are to be kept clear and free from all rubbish and obstructions. Each member has the duty not to place rubbish and obstructions in these locations. Each member has the right to remove rubbish and obstructions in these locations, which (in the case of items of value) may be returned to the shop for safe keeping in the event that ownership is uncertain.

**(48)** Each plot has a footpath along one side, shared with the neighbouring plot on that side, which is to be maintained by members in a neat and tidy condition. The member on each side of the footpath shall be responsible for a half share of the upkeep of the footpath to the extent that it adjoins their plot. Any additional footpaths created by members are the responsibility of those on whose plot they lie.

**(49)** Where a ditch or culvert runs across or under any road or footpath between plots, the member on each side of the road or footpath shall be responsible for a half share of the clearing of the ditch or culvert.

- (50)** The only materials and tools that may be stored or kept on a plot, or anywhere on the allotment site, are those required for the purpose of cultivation and maintenance of the plot or site, or for recreational use (including use by children) ancillary to the cultivation and maintenance of the plot or site. Dumping of surplus material or other waste anywhere on the site is forbidden.
- (51)** Members are required to treat each other civilly, and in particular (without prejudice to the generality of the requirement) not to engage in any act of malicious damage or sabotage, any threatening, insulting, or abusive behaviour, any act of harassment or intimidation, or any interference with another member's property except in an emergency, notwithstanding that the act may not be unlawful. Antisocial behaviour towards other members will not be tolerated and will likely trigger the complaints procedure. This can be considered to cover any act that adversely impacts on other members and includes (but not exclusively) *e.g.* using foul-smelling watering mixtures, allowing excessive and invasive neighbouring (perennial) weeds, and playing loud music.
- (52)** Subject to cl [22](#) above a member is not permitted to enter on the plot of another member except with the consent of that other, except in an emergency. The paths between plots are available to all, but those who are not members of adjoining plots may use them for access to another part of the site only.
- (53)** Members' dogs are permitted on the allotment provided that they are at all times kept under control, and are not allowed onto the allotments of other members.
- (54)** Livestock may not be kept on allotments. Bees may be kept by a member only with the approval of the committee, which will grant permission only on such terms as may be necessary to ensure the avoidance of nuisance to other members, and in particular taking account of their views.
- (55)** Sub-letting of plots is not permitted. With permission of the Association Secretary, members may allow a friend/friends to collaborate in the cultivation of a plot so long as no rent is charged by the member.
- (56)** Tool-sheds (one per plot) and greenhouses (one per plot) may be erected subject to the consent of the Committee, which may give directions as to their correct size and siting.
- (57)** The use of carpets or carpet-like material is prohibited on plots. Polythene sheeting may be used but must be maintained in a tidy condition and disposed of off-site once worn or torn.
- (58)** Bonfires are permitted, but must be used for the burning only of garden waste and innocuous materials that have served allotment-related purposes (such as old timber or canes, or cardboard boxes). At all times consideration must be shown for other users of the site and for neighbours of the site who may be affected by drifting smoke, depending on the time of day and wind direction – in accordance with the Oxford City Council Code of Practice for Bonfires on Allotment sites, and Section 79(1) (b) of the Environmental Protection Act (1990). For this reason, on Twenty Pound Meadow bonfires are only permitted on the designated communal area at the north-west end of the site. Noxious matter such as plastic, polythene, paint, or surplus chemicals must never be burnt on the Association's sites.
- (59)** Mowers, strimmers, and other powered tools must be used only with consideration for other users of the site and for neighbours of the site who may be affected by noise, depending on the time of day and wind direction.
- (60)** Cars must be parked in such a way as not to cause obstruction to other road users. The gates must be locked after entry and exit. The allotment roads must not be used for the cleaning, repairing, or testing of vehicles. Courtesy should be extended to other road users at all times.
- (61)** Any change of address must be communicated promptly to the Association Secretary<sup>1</sup>. The Association will not be responsible for any failure of communication, even if the communication is required under these rules, where it is occasioned by failure to observe this rule.

## Dissolution of the Association

**(62)** If at any time members at a general meeting decide to dissolve the Association, the Committee Members will remain in office and will be responsible for the orderly winding up of the Association's affairs.

**(63)** After making provision for all outstanding liabilities of the Association, the Committee must apply the remaining property and funds in one or more of the following ways:

- (a) By transfer to one or more other bodies established for purposes within, the same as or similar to the Objects of the Association (*e.g.* merging with another nearby allotment society); or
- (b) Directly for the Objects or purposes within or similar to the Objects.

This clause debars Association members from receiving the residual assets.

<sup>1</sup> The email address [secretary@westoxfordallotments.org](mailto:secretary@westoxfordallotments.org) is available for the purpose of communicating such changes. Alternatively use the letter box to the right of the door to the Association Shop.

Allotment Constitution & Rules as of **6 June 2019**

Signed:



Dr Nick Jackson

OSTNB Allotment Association Secretary and acting Chair

Date: 1 July 2019