Coton Community Allotments Association

Aims and Constitution of the Coton Community Allotments Association (CCAA)

Aims

1. The Association shall be known as the Coton Community Allotments Association (CCAA) and its aims are:

   i. To provide allotments for the local community, for people of all backgrounds and abilities.

   ii. To control, manage and maintain the allotment sites leased or entrusted to it by the Berwick Estate and to promote the good cultivation of its Members' allotments and gardens.

   iii. To promote and encourage the cultivation and enjoyment of allotment gardening and develop gardening skills and knowledge.

2. In pursuit of these aims the Association shall be non-political, non-sectarian and non-racial.

Constitution

1. The Committee shall comprise a Chair, Secretary and Treasurer, to be elected at the AGM, and up to four other Members elected at the AGM. The Committee shall have the power to co-opt such other Members as may be necessary, to appoint any of its Members for special duties and to elect sub-committees for special purposes.

2. The Annual General Meeting (AGM) of the Association shall be held in March of each year at which reports of the Association Officers shall be received, all accounts presented and the Association's Committee elected. The Secretary shall give not less than 7 days' notice of the meeting in writing to all Members, and all resolutions for the Agenda must be received by the Secretary prior to the meeting and included on an Agenda to be issued to the meeting. The quorum for an AGM shall be 10 Members, present at the opening of the meeting. In the event the AGM is inquorate the meeting shall be closed and an Extra-Ordinary Meeting shall be convened. The Agenda for such an Extra-Ordinary meeting shall be as for the AGM.

3. The Committee of the Association shall meet as required in open forum, and three Committee Members shall constitute a quorum. The Committee meeting dates are to be published in advance. The Committee may invite other Members to attend regularly or to attend specific meetings, and any Member may attend as an observer. Committee Members only shall be entitled to vote at Committee meetings.

4. An Extra-Ordinary General Meeting of the Association may be convened by 10 Members signing such a request with a resolution, which must be received by the Secretary who shall give not less than 7 days' notice of the meeting in writing to all Members. The meeting shall be presided over by the Chair, and the aforementioned resolution shall be the only one discussed. An Extra-Ordinary General Meeting may also be convened by the Committee of the Association given 14 days' notice to discuss a matter of particular importance and urgency. The quorum for an Extra-Ordinary General Meeting shall be 20 Members.

5. Voting on resolutions at all meetings shall be by show of hands. A simple majority will decide, with the Chair to have the casting vote if required.

6. The CCAA does not own the freehold of the allotments site ("the Site") at Corporation Lane. This is owned by the Berwick Estate, which has granted a lease ("the Lease") of the Site to the Association. All CCAA Members who sign a Tenancy Agreement for a plot on the Site are tenants. However, for legal reasons, it is both impossible and impracticable for every Member of CCAA to be named as a tenant in the Lease. Up to four of the Members of CCAA are and will throughout the length of the Lease constitute the tenant under the Lease which they hold as trustees ("the Trustees") on behalf of and for the benefit of all Members of CCAA. As a result, the Trustees take on certain liabilities under the Lease on behalf of the entire CCAA membership. Consequently, they have a right to be reimbursed or indemnified against those liabilities by all the Members of CCAA as well as by CCAA itself, and every Member of CCAA agrees to indemnify the Trustees against all losses they may sustain under the terms of the Lease and all costs incurred in connection with those losses.

7. The Annual Membership rent shall be as determined at a Committee meeting and shall be payable by all of the Association's Members, at such time as those rents are payable. Failure to pay these monies within 40 days of their being due in accordance with the Conditions of Tenancy shall render the Member liable to termination of the tenancy.

8. The Committee of the Association shall have the power to refuse the granting of membership and/or a tenancy to any applicant. Any Member who acts in a manner which is, or is likely to be, detrimental to the well-being or efficient management of the Association and its Members, may have their membership and/or tenancy terminated. The Member shall have the right of appeal to the Committee at a meeting convened for that purpose, and the decision of the Committee shall be final.

9. All monies received by the Association shall be banked by the Chair, Treasurer or Secretary in accounts which shall be maintained in the name of the Association, and shall be withdrawn by the Treasurer and either the Chair or the Secretary or one approved Committee Member conjointly (any two from three).

10. The Committee shall act as managing agents of the Association by undertaking the following:

    - The letting of plots.
    - The issue of rent demands, the collection of rents and other payments properly due from Members.
    - The day-to-day management of the Site.

11. The Chair and/or Treasurer of the Association shall remain the main contact with Berwick Estate.

12. Before signing a Tenancy Agreement every prospective Member shall have received a copy of the Association's Rules and of this Constitution and shall sign a declaration that the Member agrees to abide by them.

Rules (Terms and Conditions of Tenancy)

Allotment gardening should be an enjoyable experience! These rules ensure that all CCAA Members (i.e. tenants) can enjoy growing their own produce in an atmosphere of trust and cooperation.

1 GENERAL

1.1 Conditions of Renting

No Member may hold more than 2 plots. In certain circumstances the Committee may take back any plots held in excess of 1 and the Member has the right to decide which plot will be given up.

Members wishing to rent additional plots must contact the CCAA Secretary and will be placed on the waiting list, although it should be noted that priority will be given to those without a plot.

1.2 Payment of Rent

Rents are due on 1st March each year and should be paid to the Secretary or Treasurer by the end of the month or prior to taking possession of the plot. Rents per full or half plot will be advised to Members via email and/or the Site noticeboard and are non-refundable. For those taking on plots or half plots after 1st September in a particular year, rent is half the normal rate per full or half plot through to the following 1st March, after which full rental rate will be applied.

1.3 Sub-Letting

No Member shall sub-let his or her allotment, or any part of it, to any other person.

1.4 Members Under the Age of 18

Young Members are encouraged. For Members under the age of 18, the CCAA application form must be signed by an adult, who will take full responsibility for the named individual, ensuring that the CCAA's Aims, Constitution and Rules are fully understood and adhered to by the named individual.

1.5 Re-letting of Plots

Notice must be given to the Secretary in writing before a plot is vacated. No plot can be transferred without permission from the Committee.

1.6 Change of Address

Any Member changing his/her address or other contact details shall notify the Secretary in writing.

1.7 Security

The grounds of the Association are strictly private and only Members and those having permission from the Committee are able to enter.

IMPORTANT: Gates must be closed by the last person leaving the Site whatever the time of day and locked using the padlocks provided. Please remember to scramble the padlock combination to ensure that passers by cannot see the padlock code. If you cannot see anyone else on the Site, assume you are the last to leave.

Members are requested not to gain access or leave the Site by climbing over the perimeter fences.

1.8 Parking

Parking at the Site is extremely limited and is primarily for Members and visitors with limited mobility and/or those transporting heavy/bulky items to or from the Site. Members are asked to be mindful of this prior to driving to the Site. In the interest of sustainability, including the preservation of the unsurfaced section of Corporation Lane, the preference is for Members to walk to the Site, whenever possible, or park their cars further down on the sealed part of Corporation Lane and walk from there.

IMPORTANT: Under no circumstances should access to residential properties on Corporation Lane area be compromised.

2 HEALTH AND SAFETY

2.1 Members' Responsibilities

From time to time, Members will be required to assist in the upkeep of the Site. This will involve tasks that may involve machinery, equipment, manual handling etc. and should only be undertaken once appropriately briefed and in accordance with the Site health and safety manual, a hard copy of which is kept on the Site with an electronic copy available on the website (www.cotonallotments.co.uk).

2.2 Perimeter Fencing

The perimeter fencing installed at the Site comprises cattle fencing. This has a top section of barbed wire. All Members are alerted to this fact and the CCAA requests all those who use the Site to stay away from the fencing.

2.3 Landscape

The landscape of the Site and access track is, in parts, uneven. Members, family and friends are asked to be careful when walking around the Site and to be aware of rabbit holes, tree roots, small mounds, etc.

2.4 Structures

Members, family and friends are requested not to:

- Climb over the perimeter fencing to gain access or leave the Site;
- Climb onto any structure on the Site; or
- Climb any trees.

2.5 Asbestos

During CCAA's clearance of the Site, suspected asbestos sheeting was found as fragments of corrugated cement sheeting. This material, which is still found on many sheds and buildings across the UK, was generally in the vicinity of the old shed on the Site (where the communal shed now stands), but fragments were also found along the Site boundaries. These suspected asbestos fragments were collected and removed from the Site by CCAA volunteers, following guidance provided by the Health and Safety Executive. In addition, representative soil samples from the Site have been analysed by a suitably accredited laboratory and no asbestos fibres were detected in any of the samples. However, fragments of suspected asbestos continue to be found at the Site. We ask all Members to inform a Member of the CCAA Committee if you find any fragments of suspected asbestos, and we will arrange for the fragments to be removed and disposed of appropriately. Written reports are available to all Members detailing how CCAA has removed and disposed of the suspected asbestos found on the Site to date, along with the soil sampling exercises. If you have any further queries or concerns on asbestos at the Site, please contact the CCAA Committee directly.

3 CULTIVATION

3.1 Appearance and Management

A plan of the Site, showing the numbered plots, will be kept on display in the CCAA's community shed. At least two thirds of any plot must be under cultivation or used within the constraints of these rules, e.g. keeping chickens. Weeds must be removed before they seed and become a problem to other Members. There must be no accumulation of rubbish i.e. glass, plastic or metal items on the plot. The Member should take all such rubbish home. Bushes should be planted so that they do not overhang the paths or plots of other Members. Diseased plant material should be burnt or taken away from the Site to minimise the spread of disease. Barbed wire must NOT be used. Controlled composting is encouraged. Plants that are illegal to grow according to English law are not to be grown on the Site.

3.2 Trespass

No Member shall make any encroachment or trespass on another's allotment without permission.

3.3 Paths

Paths must be kept clear of obstructions. The paths must not be used for burning rubbish. All Members have a responsibility to maintain the paths adjacent to their plot (i.e. not just the access point of the plot) and communal spaces.

3.4 Trees and Boundaries

Trees planted on plots must not exceed 1.8 metres in height and the width should not overshadow neighbouring plots. Plot boundaries and their upkeep are the responsibility of the Member. Permission is required from the Berwick Estate to plant trees and this should be sought through the Secretary.

Please contact a CCAA Committee Member regarding any query or concern regarding the management of existing trees on the Site.

3.5 Sheds

Individual sheds must not exceed 6 x 8 feet (1.8 m x 2.4 m) and should be wholly within the boundaries of the Member's plot. Sheds on allotment land outside of plot boundaries will be considered by the Committee on a case-by-case basis. In cases where the Committee permits such sheds, an additional £10/year (as of 2019) ground rent will be payable by the Member to the Association. Please be mindful of surrounding Members when constructing your shed, ensuring that it will not, for example, cast a shadow on another Member's plot.

Members will have access to the communal shed. Members' tools may be stored in the communal shed at their own risk. Please do not borrow the equipment of others without permission.

REMEMBER: If you are the last to leave the Site, whatever the time of day, please ensure that the communal shed is locked, and the key put back in the key safe provided with the combination code scrambled. If you cannot see anyone else on the Site, assume you are the last to leave.

Plots without sheds may build a box for storing tools provided the box is not higher than 75 cm.

3.6 Water

No Member shall interfere with the water supply, tanks or taps. Use of hosepipes is prohibited. Members are encouraged to use water butts to collect rainwater on their plot if it is safe and secure to do so.

4 RESPONSIBILITIES, COMPLAINTS AND DISPUTES

4.1 Responsibilities

No Member should take any produce from, nor cause any damage, nuisance or annoyance to the occupier of any other plot or to any local resident, nor should they obstruct the access paths or the communal areas. If any damage is caused to the crop or the allotment of another Member then the Committee may ask the offender to make a payment determined by them.

4.2 Children

Children of Members may accompany their parents only if they remain on or very near to their parents' allotment, and do not stray into other plots. The Association accepts no responsibility for any harm that occurs to any child on the Site; parents are expected to be vigilant on their children's behalf.

4.3 Visitors

Any visitors that a Member invites to the Site are subject to the same rules as the Member.

4.4 Fires

All Members must seek permission from a Committee Member before starting any fires on the Site, to ensure that nuisance to neighbouring residents and other Members is minimised. All such fires must be closely supervised at all times by the Member until the fire is fully out. Fires must be kept fully within the boundaries of the Member's plot at all times, or within a designated area agreed with a Committee Member. Small dustbin-sized garden incinerators are permitted, but again permission must be sought from a Committee Member before use and the incinerator must be supervised by the Member at all times until the fire is fully out. Burning any rubber or plastic is prohibited; we encourage people to be environmentally responsible wherever possible, so Members should take any such rubbish home for recycling or disposal, as appropriate.

4.4.1 Communal incinerator

With permission from the Committee all Members are permitted to use the communal incinerator for burning site-derived waste (brown or dead/diseased materials) but not for general waste or any green materials that could cause excessive amounts of smoke on the Site.

4.5 Livestock

Poultry may be kept on the Site in a designated area following agreement with the CCAA Committee. All poultry must be kept in a suitable environment, protected as necessary and in accordance with current legislation.

4.6 Bees

Bees may be kept in accordance with the British Beekeepers Association Guidelines. Permission should first be sought from the Committee.

4.7 Dogs

Dogs are permitted on the Site if they are under control at all times whilst on the Site. Dogs are not permitted to roam freely and must be secured safely within the confines of the Member's plot. The Committee may ban from the Site any dogs that act in a threatening or aggressive manner on Site.

4.8 Shooting

Under no circumstances is shooting permitted on the Site. This is for the safety of all Members of CCAA and visitors to the Site. This excludes the landlord, who retains the right to shoot on the Site in accordance with the Lease.

4.9 Complaints

The Committee shall settle all complaints and disputes and they are empowered to take such steps as may be necessary. Their decision is final. If the Member does not comply with the Committee's requests or directions the Committee may, at the cost of the Member, have any necessary work done to terminate the membership**.**

5 TERMINATION OF TENANCY

The Association shall have the right to re-enter and take possession of the allotment of any Member whose rent is in arrears, who does not keep their allotment cultivated to the satisfaction of the Committee, or on the breaking of these rules.

The Committee shall resolve any matters not provided for in these rules.

MEMBERSHIP FORM – COTON COMMUNITY ALLOTMENTS ASSOCIATION

The Coton Community Allotments Association (CCAA) needs to ensure that it has up-to-date contact and emergency contact information for its Members and that Members are kept informed of and agree to the Constitution and Rules of the Association. Please read the amended Constitution and Rules and the summary of changes attached, then complete this form and return it to the CCAA Secretary by 1st October 2019.

Full Name (block capitals please)	
Address (including post code)	
Telephone Number	
Emergency contact: Contact Name, Relationship to Member and Telephone Number in case of Emergency	

I confirm that I have been issued with a copy of the Coton Community Allotments Association's Rules and Constitution and that I understand them and accept them and agree to abide by them.

I also agree to reimburse the Association and/or the Committee Members and/or the Trustees if they or any of them suffer(s) loss as a result of any act or omission of mine.

In the event that I have any queries or concerns, I shall, in the first instance, raise them with a Committee Member for resolution.

Name (please print) ……

Signature ……

Date ……..