

# **NORTH CADBURY & YARLINGTON PARISH COUNCIL**

## **STANDING ORDERS FOR THE NORTH CADBURY ALLOTMENT ASSOCIATION**

### **1. The Association**

1.1 The name of the Association shall be the North Cadbury Allotment Association. The North Cadbury and Yarlington Parish Council will provide the land on which the allotments are established.

1.2 The North Cadbury Allotment Association as appointed representatives of the Landlords North Cadbury and Yarlington Parish Council will be responsible for the operation and management of the Allotments working within general guide lines to be agreed from time to time with the Parish Council.

### **2. The Duties and Objectives of the Association**

2.1 To promote the interests of the Members with regard to the proper cultivation, good management and enjoyment of the Allotments. In particular:

- (a) To provide an effective vehicle through which communication between the allotment holders and the Parish Council shall be maintained.
- (b) To assist the Council in identifying non-active plots/tenants.
- (c) To bring to the notice of the Council prime concerns of allotment holders.
- (d) To harness the enthusiasm of allotment holders and convert this into effective use of resources, skills and abilities for the improvement of local sites.
- (e) To support the Parish Council in focusing allotment spending to maximum effect
- (f) To work with other groups in the North Cadbury area to widen public support for allotments.

2.2 To maintain and improve the condition of the sites as a whole and to encourage and educate others to do the same.

2.3 To conduct negotiations with the (Parish Council as Landlord) and others.

### **3. The Constitution of the Association shall be:**

3.1 Every member shall be provided with a copy of this constitution upon his or her acceptance of membership by the committee.

3.2 Every member undertakes to abide by this Constitution and any alterations that may be made in accordance with the rules.

#### **4. Membership of the Association.**

4.1 The North Cadbury Allotment Association shall consist of members of the South West Counties Allotment Association (SWCAA) or those whose application for membership has been approved and who have paid the appropriate SWCAA annual subscription and shall include waiting-list members.

4.2 The Association shall keep a record of its members to include name, address and telephone number which are to be passed to the Parish Council Committee Member and the Parish Clerk.

4.3 A member may retire from the Association.

4.4 Members are to reside within the Parish Council boundary of North Cadbury and Yarlington or the Parish Council boundary of South Cadbury and Sutton Montis.

#### **5. Committee of Management.**

5.1 The affairs of the Association shall be conducted by a Committee of Management comprising a minimum of a Chairman, Secretary, Treasurer and ex-officio a member appointed by the Parish Council though other officers may be elected, if considered appropriate by General Meeting. (Any member may attend Committee meetings as a non-voting observer without right to speak) The officers shall be elected for the ensuing year at the Annual General Meeting by a majority vote. The majority of Committee Members are to reside within the Parish Council boundary of North Cadbury and Yarlington.

5.2 The tenure of any post on the Committee and of all other Officers voted for at the Annual General Meeting whether permanent or temporary shall be voluntary, unpaid and open only to Members of the Association other than the representative of the Parish Council.

5.3 The Officers shall be elected for the ensuing year at the Annual General Meeting by a majority vote.

5.4 Officers shall be eligible for re-election each year.

5.5 Casual vacancies shall be filled by the Committee and those so appointed shall hold office until the next Annual General Meeting.

5.6 The Secretary shall keep accurate records of all meetings held by the Committee. Such records are to be approved at the next meeting of the Committee as a correct record of the meeting and a copy provided to the Parish Clerk within seven days of each meeting. Members of the Association may have access to the records of any meeting upon request to the Secretary.

#### **6. Association Meetings.**

6.1 Members of the Association shall be eligible to vote at General Meetings, Annual General Meetings and Extraordinary Meetings.

6.2 The Annual General Meeting shall be held each year at least two weeks before the Annual General Meeting of the Parish Council at a time and place chosen by the Committee and at least 21 days notice shall be given to Members.

6.3 The Chairman or other Member of the Committee shall attend the Annual General Meeting of the Parish Council and provide a brief report of the work of the Association.

6.4 The Treasurer shall at this meeting submit accounts for the year.

6.5 The Secretary's report shall be submitted at the AGM.

6.6 Resolutions for discussion at the AGM must be submitted to the Secretary at least 7 working days before the meeting to allow preparation for the meeting.

## **7. Extraordinary General Meetings (EGM).**

7.1 An EGM may be called on the direction of the Committee, or by not less than half of the members, and notice delivered to the Secretary.

7.2 All members shall be given at least 21 days notice of such a meeting.

7.3 Only the matters raised for calling the EGM will be discussed.

7.4 No other business shall be taken at the meeting.

## **8. Accounts**

8.1 Records and accounts of all transactions shall be kept by the Treasurer.

8.2 The Financial year for the Association shall run from 1<sup>st</sup> March each year.

8.3 The Committee shall arrange for its accounts to be audited annually by a competent person and for a copy of the audited accounts to be sent to the Parish Clerk by the end of April each year.

## **9. Dissolution.**

9.1 The Association can be dissolved at a General Meeting, subject to the prior approval of the Parish Council signified in writing by the Parish Clerk, by an affirmative vote to this effect of three quarters of the membership present and voting.

9.2 Any assets are regarded as tied, and so must funds then be transferred to a suitable successor organization to carry on the work of this Association, or as a last resort the SWCAA. They can not be divided among the members.

## **10 Adoption**

10.1 These Standing Orders were adopted by the Parish Council at a meeting of the Council held on the 29<sup>th</sup> November 2012 and amended by resolution 14/120.

# **NORTH CADBURY ALLOTMENT ASSOCIATION**

## **AN AGREEMENT**

### **MEMBERS TERMS AND CONDITIONS OF TENANCY**

#### **ALLOTMENTS ACTS 1908-1950**

##### **The Allotments at Ridgeway Lane, North Cadbury**

##### **Definitions.**

"Allotment" - Land rented out also referred to as Allotment Plots under the Allotment Acts 1908- 1950.

"Plot Holder" A person renting an Allotment from North Cadbury and Yarlington Parish Council (the Council) through the North Cadbury Allotments Association (The Association). Any reference to the male gender includes the female for the purposes of interpretation of this Agreement.

"Common Areas" - Areas of land used by all members e.g. main pathway and tracks, turning points, car parks etc, where grass requires cutting but where no single plot holder is responsible for the area in question

##### **Undertaking by Plot Holder**

A plot holder, having completed the relevant application forms and paid rents, deposits or fees as agreed therein, undertakes that he will:

1. Keep the Allotment clean, clear of detritus, well cultivated and fertile, and in good condition. This means at least two-thirds of the plot must be under active cultivation (rough dug, green manure or planted out) and the remainder tidy.
2. Not cause nuisance or annoyance to the occupier of any other Allotment, or obstruct the paths set out by the on the Allotments.
3. Not sublet, assign or part with possession of the Allotment or any part of it, without the written consent of the Association
4. Maintain the paths (i.e. strim or mow) to the right, top and bottom of the Member's Allotment, including half width of any adjacent common area.
5. Not cut or prune timber. Not take, sell or carry away any mineral, gravel, sand or clay. (*For resolution of dispute* Quickset and Underwood are not timber.)
6. Keep any hedge bordering the top, bottom or side of the holder's Allotment properly trimmed at least once a year; keep all adjacent ditches open and properly cleaned.
7. Not erect any building on the Allotment without the written consent of the Association, provided that consent will not be withheld for the erection of sheds 4 feet x 8 feet or less properly constructed from timber or other materials approved by the Association Committee, if the positioning is previously agreed by the Committee. Consent for the construction of glass houses will not normally be given.
8. Not use barbed or razor wire as a fence adjoining any path set out or by the Association on the Allotments (this restriction does not apply to boundary fences).
9. Not deposit or allow other persons to deposit any refuse on the Allotments, or place any matter in the hedges, ditches or dikes situate on the Allotments or on the adjoining land.

10. Not bring any dog, or cause any dog to be brought, into the Allotments unless the dog is held under close control; to remove all faeces deposited by any dog brought onto the land by the plot holder or permitted by the plot holder. Should a dog attack or cause injury to any other plot holder, the plot holder bringing the dog or allowing the dog to be on the land understands that the dog will be banned from entry onto the Allotment field.

11. The plot holder understands that the Allotment Association and Council will not be liable for compensation upon repossession of the Allotment for any trees or other crops requiring more than 12 months to mature, or less than twelve months in the case of eviction.

12. Observe and perform all conditions and covenants contained in any lease under which the Allotment Association or the Council holds the land on which the Allotment is situate.

13. When using any sprays, fertilizers, or potentially hazardous materials , to:

13.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and make good or replant if necessary should any damage occur as a result of his negligence in this matter. (The decision of the Council signified through the Association shall be final in any dispute that arises from this section).

13.2 Select and use chemicals, whether for spraying, seed dressing or any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests. Members are to seek the advice of the Committee of the Association should there be any doubt as to the effect of any chemical that they propose to use.

13.3 Not to keep or store any such product or substance on the site which if it were spilled or leaked upon the soil might cause contamination.

13.4 Comply at all times with current regulations. The decision of the Association (subject to law) shall be final in any dispute arising from any part of this Agreement.

14. The plot holder will:

14.1 Submit a letter of application and sketched plans to the Association outlining any proposals to keep bees, hens or rabbits. Based on the soundness of each individual application the Association will grant or deny permission, based on the merits of each application, provided that no special condition made under this paragraph shall have the effect of prohibiting or restricting the keeping of hens or rabbits, as this is lawful and provided for in **Section 12(1) Allotments Act 1950**.

14.2 Not keep any other animals on the land without the consent of the Association authorised by the Council

14.3 Observe and perform any other special condition the Council and/or the Association considers necessary to preserve the Allotment from deterioration of which notice is given to applicants for the Allotment in accordance with these rules.

14.4 Make arrangements for disposal of sheds, tools and crops within 28 days of the termination of the Tenancy Agreement between the Association and the plot holder whether by resignation or by termination for breach of this Agreement and Rules under it, as set out under (17) below. If the items are not so removed the Association may dispose of them, and their safekeeping cannot be guaranteed, though every effort to protect them will be made. Also the plot holder undertakes to return all keys for

allotment gates, sheds or other allotment facilities upon resignation or eviction from his allotment plot.

15. Any plot holder in breach of this agreement agrees that he may be evicted from his plot. Eviction occurs 40-days after receiving notice. However, if during the first 14 days after receiving the notice he has outlined steps to correct the breach, or given acceptable reasons for the problems that have arisen, or has resumed cultivation, the eviction notice shall be withdrawn. Temporary absence, illness and family matters may be considered adequate reasons for a period of poor cultivation, and this paragraph shall only be applied after due consideration of current equal opportunity, disability and other relevant legislation, and the rights of the plot holder.

The proper cultivation or other work required, or agreed in response to a notice to quit (in the light of any reasons given) must be done or substantially commenced in the first eight weeks following the date of the original notice, otherwise the member hereby agrees that his/her immediate eviction by the Allotment Association or Parish Council may take place.

16. As a Plot Holder I agree to pay the rent approved by the Council in full, or quarterly instalments together with the annual fee for membership of the South West Counties Allotments Association, which I understand provides me with third party insurance cover, and any fee set for membership of the Association within 14 days of demand issued in writing by the Treasurer of the Association. Failure to comply with this condition may be considered to be cause to invoke condition 15 above.

17. On the advice of the Association the Council may agree to reductions in rent for certain classes of Member.

18. I agree to comply with any regulations pertaining to the supply of water on the site that may be made by the Association or the Council.

I have read and understood this Agreement as set out above.

Signed.....

Name (please print).....

Address:.....

Date: Plot Number.....

\*Rent payable per Quarter Full Plot: £  
Half Plot: £

\*Annual Subscription to SWCAA: £

\*Total Annual Association Membership Fee: £

(\*To be completed on signature)

**Two copies, one for retention by the Plot Holder.**