

BOURNEMOUTH EAST ALLOTMENT SOCIETY LIMITED

_____ Reg No. 11959 R Hampshire _____

1 LINGDALE ROAD, SOUTHBOURNE, BOURNEMOUTH, BH6 5LA

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## BYE-LAWS OF THE BOURNEMOUTH EAST ALLOTMENT SOCIETY

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As amended and adopted 29.3.2006, 17.12.06, 16.12.07, 13.12.09, 12.12.10, 11.12.11, 9.12.12, 7.12.14,
10.1.16, 5.12.18, 30.11.19, 9.12.21
(All other bye-laws rescinded)

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These bye-laws are to be observed by all members of the Society, in accordance with the Duty of Care which members have for each other, and the Society has for its tenants.

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The Society is registered under the Co-operative and Community Benefit Societies Act 2014 and is regulated by the Financial Conduct Authority to whom it has to report each year.

The site at Lingdale Road, Southbourne is statutory allotment land and the Society operates under a Lease from Bournemouth Borough Council, which governs the use of the site.

The site is managed by the Society, through a Committee, elected each year at the Annual General Meeting.

The Society is affiliated to the National Allotment Society (registered name "National Society of Allotment and Leisure Gardeners Ltd") from whom it obtains legal advice.

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## **1. GENERAL**

### **1.1 Interpretation**

1.1.1 "The Society" means the Bournemouth East Allotment Society Limited.

1.1.2 "The Committee" means the Committee of Management of the Society elected at the Annual General Meeting or otherwise appointed in accordance with the registered rules of the Society.

1.1.3 "Allotment" or "plot" in this document, means any holding or garden rented of the Society.

1.1.4 "The Rules" means the rules of the Society as Registered.

1.1.5 "Bye-laws" means the rules between the Society and the Tenant.

1.1.6 For the purposes of this document, the terms "Member" and "Tenant" are synonymous. For the avoidance of any doubt, "Member" shall also mean "shareholding Member" of the Society as a Registered Society.

### **1.2 Powers of Committee**

1.2.1 The general management of the allotments shall be vested solely in the Committee. Should any matters arise which are not specially provided for in any agreement for the time being in force between the Society and a tenant, or in the rules of the Society, or these bye-laws, the Committee shall have power to deal with such matters in the best interests of all the allotment holders, and members shall be bound by their decision.

### **1.3 Sub-Committees and Co-opted Members**

1.3.1 The Committee of Management may delegate any powers, which may properly be delegated, to sub-committees or the Secretary.

1.3.2 The Committee may co-opt members as and when necessary.

### **1.4 Indemnity**

1.4.1 The Chairman, the Secretary, the Treasurer and Members of the Committee shall be indemnified out of the Assets of the Society against any losses or liabilities incurred by them in respect of the conduct of their Office provided always that the Chairman, the Secretary, the Treasurer and the Committee Member(s) were acting for and on behalf of the Society by and with the advice and express consent of the other principal Officers and Committee Members at the time such loss or losses, or liability, or liabilities (as the case might be) was or were incurred. Nothing in the foregoing shall entitle the Chairman, the Secretary, the Treasurer or Committee Member(s) to any indemnity against loss or liability which arises or which has arisen or which shall arise or which shall have arisen out of negligence, out of fraud, out of criminal activity, or out of any similar activity on the part of the Chairman, the Secretary, the Treasurer or Committee Member(s).

### **1.5 Changes of Address**

1.5.1 Any member changing his/her address shall at once notify the Secretary in writing.

## **2 LETTING OF LAND**

### **2.1 Shares**

2.1.1 Before taking possession of land, every member shall take up such number of shares as may be required in the rules.

### **2.2 Sub-letting**

2.2.1 No tenant shall sub-let his/her allotment or any part thereof to any other member or person.

## **2.3 Conditions of Head Lease**

- 2.3.1 Every tenant shall observe and perform all conditions and covenants contained in the lease under which the Society holds the land.
- 2.3.2 Applicants must reside in the Borough of Bournemouth. Any tenant residing or moving to reside outside the Borough of Bournemouth shall be given a minimum of twelve (12) months' notice in writing to give up the tenancy, expiring between the 29th September and the 6th April of any year if there is an applicant for an allotment plot who lives in Bournemouth and who has been on the Society's waiting list for at least twelve (12) months. In these circumstances no compensation will be paid to the tenant.
- 2.3.3 No tenant shall cut or prune any tree (except fruit trees and fruit bushes) or take, sell or carry away any mineral, gravel, sand or clay.
- 2.3.4 A tenant may not plant trees, or fruit trees other than of espalier or cordon types, without the written consent of the Society.
- 2.3.5 A tenant must keep his/her plot in a good state of cultivation and fertility (see Appendix A) and good condition and wholly or mainly cultivated by the tenant for the production of vegetable or fruit crops for consumption by him/herself or his/her family and not for commercial gain.
- 2.3.6 A member may not cause any nuisance, damage or annoyance to the Society or to the owners or occupiers of adjoining property, or other tenants.
- 2.3.7 A member may not deposit on the plot any earth, road sweepings, refuse or other material except straw, clean seaweed, green waste, grass cuttings and compost from home and manure in quantities reasonably required for cultivation.

## **3 RENT**

### **3.1 Payment of Rent**

- 3.1.1 Before taking possession, every tenant shall pay the rent due in advance.
- 3.1.2 Rent is due on 1<sup>st</sup> October in each year, or such date as may be determined by the Committee or a superior landlord, and must be paid within forty (40) days of that date (see Clause 9.4.1 Termination of Tenancy).
- 3.1.3 Should the tenant be unable to cultivate his/her plot within the first three months of commencement of the tenancy, and wish to terminate the tenancy, and there is an applicant on the Society's waiting list, the Committee may, at its discretion, refund the rent paid and re-let the plot.

### **3.2 Keys**

- 3.2.1 Keys will be issued only to tenants upon payment of a deposit, refundable upon the return of the key(s) at the termination of the tenancy. Access gates should remain closed and locked at all times.
- 3.2.2 Keys remain the property of the Society and shall not be duplicated by the tenant or passed to anyone other than the person authorised to work his/her allotment under bye-law 7.2.

## **4 MANAGEMENT OF THE ALLOTMENT GARDENS**

### **4.1 Use of the Allotment**

- 4.1.1 The allotment is not to be considered to be let or treated as a market garden within the meaning of the Agricultural Holdings Act, 1908.
- 4.1.2 A notice showing the number of each plot must be displayed to be visible from the nearest main path.

### **4.2 Cultivation**

- 4.2.1 Each new member shall within the first three months of commencement of his/her tenancy ensure that all bye-laws have been observed, and that the plot is fully cultivated.

- 4.2.2 At least 75% of the plot must be cultivated (see Appendix A).
- 4.2.3 All members shall keep their allotments free from weeds and plants bearing airborne seeds. Plots shall be kept regularly enriched with compost and/or manure and otherwise maintained in a proper state of cultivation to the satisfaction of the Committee and so kept and maintained until the termination of the tenancy (see Appendix A).
- 4.2.4 Invasive plants such as bamboo, all types of willow and fast-growing conifers (including Christmas trees) are not permitted. If invasive plants are not removed by the Tenant then the Tenancy will be terminated and plants removed at cost to the Tenant (see clause 9.4.3 Termination of Tenancy).
- 4.3 Plot Inspections**
- 4.3.1 The Site Manager and his team inspect the plots on a regular basis, particularly in the growing season. Where they do not consider that the plot is in a proper state of cultivation, or where there are any other issues relating to the management of the plot, an informal letter will be sent from the Site Manager, pointing out the issue and enquiring if there is a problem preventing the tenant(s) from working the plot.
- 4.3.2 If, at the next inspection, the plot is still not up to the required standard, a letter giving 28 days to rectify the issues(s) will be sent by the Secretary. Failure to act on this will result in termination of the tenancy (see bye-law 9.4.2). This will also apply if there is a hazard on the plot (see bye-law 9.4.3).
- 4.3.3 Where two 28 day letters are issued to the same tenant(s) on the same plot(s) in any rolling twelve-month period, if there is a need for a third letter in the same twelve-month period, that letter will be an automatic Termination Notice.
- 4.4 Tenants Unable to Work Their Plots**
- 4.4.1 Should a tenant be unable to work his/her plot through ill-health or other cause; s/he should inform the Committee to discuss the best way forward.
- 4.4.2 Tenants should notify the Committee of any short-term arrangements they need to make (e.g. to cover holiday or sickness) when a friend or relative will be managing the plot.
- 4.5 Fruit Trees**
- 4.5.1 Fruit trees or bushes must not hang over the roads, paths, or an adjoining allotment. Trees must be planted not less than the following distances from the boundary of the allotment: pear, apple, plum and fig trees: 1.5 metres (5 ft approx); gooseberry, currant and other bush fruit: 1 metre (3 ft approx).
- 4.6 Buildings and Structures**
- 4.6.1 A member shall not put up any buildings or structures without the written consent of the Society, and then only in accordance with plans which have been approved by the Committee, being 30cms (1 ft approx) from internal pathways and 60 cms (2 ft approx) from outside boundaries. All such buildings or structures shall be disposed of to the satisfaction of the committee (see Clause 9.5.1 Removal of property).
- 4.6.2 Metal pipes having a diameter of 50mm (2 ins approx) or less are permitted to be used for framework of vegetable and fruit cages and must be disposed of to the satisfaction of the Committee upon the termination of the tenancy (see Clause 9.5.1 Removal of property).
- 4.6.3 A member may not bring on to the allotment site, without written consent of the Committee, any paving slabs or pavers. Tyres, house bricks, breeze blocks or hardcore, including garden gravel are not permitted. Fine potting grit for cultivation purposes may be used in small quantities.

#### **4.7 Water Supply**

- 4.7.1 All water tanks and water butts shall be either one metre from ground level to rim or have a lid on at all times when not being used. All water tanks provided by the Society shall have their lids secured at all times when not in use by means of the attached clips.
- 4.7.2 A member may not wash hands, or any item or produce in water tanks provided by the Society.
- 4.7.3 It is the responsibility of all members to empty and clean out these water tanks before the water is turned back on, usually at the end of March.
- 4.7.4 The use of hosepipes is not permitted except for watering the accessible beds where a water point is provided.

#### **4.8 Paths, Roads and Fences**

- 4.8.1 A member shall keep in repair every path or road bordering his/her allotment and keep all hedges bordering on, or forming part of his/her allotment, properly cut and trimmed and ditches cleaned out and in working order, except such roads, hedges and ditches which the Committee have agreed to maintain in good order.
- 4.8.2 For the purposes of access for the ploholders adjacent to that path, inspection and other society business with the plot holder, a path of 60cms (2 ft approx.) must be maintained to one side of each whole plot or half plot, tenants to be jointly responsible for its management.
- 4.8.3 Paths or roads must not be obstructed, and any manure or refuse put thereon must be moved within forty-eight hours.
- 4.8.4 Along all boundaries, a 60cm (2 ft approx) strip must be maintained clear of cultivation and weeds for maintenance of the boundary.
- 4.8.5 A member may only fence off his/her plot in a manner sanctioned by the Committee, and must not use barbed wire.
- 4.8.6 A member may not construct fences or compost enclosures from corrugated iron sheets or any other sheet metal.
- 4.8.7 Corrugated iron sheets or any other sheet metal may be used in the repair of sheds, but only with the written consent of the Committee.
- 4.8.8 Motor vehicles may be brought on site for the purposes of loading or unloading only, and must not remain there whilst a tenant is working on a plot.

#### **5. NUISANCE, HAZARDS and ANNOYANCE**

- 5.1 For the purposes of these rules, "Nuisance" is defined as "Conduct or Activities which interfere with the quiet enjoyment of land and/or property" (see 2.3 Conditions of Head Lease).

#### **5.2 Bonfires**

- 5.2.1 A member may not light a bonfire between 1<sup>st</sup> June and 30<sup>th</sup> September in any year and at all other times shall not cause nuisance or annoyance to the tenant of any other allotment or to the neighbourhood, and should extinguish the fire if requested to do so
- 5.2.2 Bonfires must not be left unattended; an appropriate method of extinguishing the fire must be kept to hand whilst the fire is alight and the fire must be completely extinguished by the member one hour before s/he leaves the plot.

#### **5.3 Hazards**

- 5.3.1 Should the committee be aware of a hazard on a tenant's plot, it will use its powers under bye-law 1.2.1 to remove or abate the hazard.
- 5.3.2 The tenant will be advised and, if further work is required to totally remove the hazard, will be given one month to do so (see Clause 9.4.2 Termination of the Tenancies by the Society).

5.3.3 Should a tenant be advised of a nuisance on his/her plot, s/he will be requested to do all that is necessary to abate the nuisance and will be given one month to do so (see Clause 9.4.2 Termination of the Tenancies by the Society).

#### **5.4 Children and Livestock**

5.4.1 No animals or birds shall be kept on the allotments without the Committee's written consent. Dogs are not permitted on the grounds.

5.4.2 Children are permitted on the site if accompanied and supervised by an adult, and must not be allowed to stray on to other plots, nor cause an annoyance to other tenants.

#### **5.5 Inflammable substances**

5.5.1 A member shall not store any inflammable liquids or gas bottles whatsoever on the allotment.

#### **5.6 Glass, Carpet and Asbestos**

5.6.1 A member must not bring on to the allotment site any glass, carpets or asbestos (see Clause 9.4.3 Termination of Tenancy).

### **6 ENCROACHMENT, TRESPASS AND DAMAGE**

6.1 No encroachment or trespass shall be made by any tenant on any other tenant's allotment garden.

6.2 No tenant may remove any crops, equipment or other property from another tenant's allotment garden, unless in the company of the tenant who rents that allotment garden and with the tenant's permission, or in possession of written permission from that tenant, or after that tenant has communicated his/her permission to the Committee.

6.3 No damage shall be done by any tenant to the fences, gates or gateposts on the allotment site or to the crops on any of the allotment gardens not rented by that tenant.

6.4 The Committee shall have the right to refuse admission to any person other than a tenant of the Society to any allotment plot unless accompanied by the tenant member.

6.5 The Society will not be held responsible for loss by accident, fire, theft or damage from an individual plot.

### **7 PLOTS NOT CURRENTLY UNDER CULTIVATION**

7.1 There being no waiting list, any land not currently required for allotments may be cultivated by the Committee for the benefit of the Society.

### **8 ANTI-SOCIAL BEHAVIOUR**

8.1 For the safety and well-being of all tenants, theft of produce or property, deliberate damage, racist, homophobic or other forms of discriminatory bullying, or violent, threatening or other anti-social behaviour are unacceptable. Any of these actions will lead to instant termination of the tenancy against which there will be no appeal. Any tenant evicted for theft, violence or threatening behaviour will only be able to re-enter the site to collect their belongings by appointment.

8.2 The anti-social behaviours outlined at 8.1 are not an exhaustive list and other situations may arise that will be considered according to circumstance and, at the discretion of the Committee, could lead to a formal warning or Termination Notice as appropriate.

### **9 TERMINATION OF TENANCY**

#### **9.1 Notice**

- 9.1.1 The Society or the tenant may at any time terminate the tenancy by twelve (12) calendar months' written notice, expiring after 29<sup>th</sup> September and before 6<sup>th</sup> April in any year. There is neither redress for nor appeal against any such Notice, nor need any reason for it be given.
- 9.1.2 A tenancy can be terminated with immediate effect if a tenant displays any of the anti-social behaviours outlined at paragraph 8. This includes theft, deliberate damage and discrimination or threatening behaviour. (Refer to paragraph 8 for more detail).
- 9.1.3 Any Termination Notice will be given in writing and sent by "Signed For" post, or its equivalent replacement, to the last recorded home address in the Society's Register of Members. A notice sent by "Signed For" post is to be treated as having been served on the third working day after posting, whether received or not.
- 9.2 Changes of Tenancy**
- 9.2.1 The Committee may agree to relieve any tenant who desires to give up his/her allotment at a shorter notice than required in the preceding clause if there is another approved applicant available who is willing to take over the allotment.
- 9.3 Termination of Society's Tenancy**
- 9.3.1 The Society may terminate the tenancy of any allotment without notice if it shall at any time without previous notice be required by any superior landlord to give up possession of the land (or any part thereof) of which such allotment forms a part.
- 9.4 Termination of the Tenancies by the Society**
- 9.4.1 Where the payment of rent is in arrears for forty days, whether legally demanded or not, the tenancy will automatically be terminated.
- 9.4.2 Where a tenant does not keep his/her allotment cultivated to the satisfaction of the Committee, or where a tenant breaches any of the tenants' agreements, 14 days' written notice to terminate the tenancy will be given. At the expiry of such notice, the tenancy will be terminated. In the case of non-cultivation of an allotment or a breach of the tenant's agreements, reasonable time shall have been previously given for such non-cultivation or breach to be rectified. At the point of termination of the tenancy, the Society shall have the right immediately to re-enter and take possession of the allotment. The allotment can be re-let after the fourteen (14) days allowed for the removal of property (as stipulated in clause 9.5).
- 9.4.3 Where a tenant has been advised of a hazard or nuisance and has not removed it or abated it within 28 days, the tenant will be given 14 days' notice of termination of his/her tenancy.
- 9.4.4 Where a tenant breaches his/her tenancy agreement (for any reason) twice in a rolling twelve-month period, the third breach in that period will result in a Termination Notice.
- 9.4.5 Where a tenancy is terminated by the Society, there will be no rent refund.
- 9.5 Removal of Property**
- 9.5.1 Upon the termination of the tenancy of an allotment the tenant shall, if required to do so by the Committee, remove from the allotment all growing crops, fruit trees, bushes, buildings, stock and other property of any kind within fourteen (14) days of such termination and s/he shall make good any defect to the allotment caused by such removal or, upon demand, pay to the Society the amount of the costs of such making good. At the termination of the said fourteen days, the Society may remove such materials as it sees fit and retain them in safe storage for a further fourteen (14) days, in a place advised to the tenant, who may collect them from such storage. At the termination of the fourteen days' storage, the materials will be treated as Res Derelicti - that the former tenant has relinquished any legal interest therein. The former tenant will be requested to remove these materials

within twenty-eight (28) days of formal request so to do, after which any such materials will be disposed of by the Committee.

## **10 INFRINGEMENTS OF BYE-LAWS, DISPUTES, ETC**

10.1 BEAS belongs to all members and everyone is encouraged to take a joint responsibility for helping to maintain the safety and well-being of people and their property (including produce) by reporting any theft, vandalism or other incidents that could bring the Society into disrepute or cause stress to its members.

### **10.2 Infringements**

10.2.1 In the case of any member alleged to have infringed the Society's bye-laws, such information must be sent to the Secretary in writing, who shall at the earliest convenience call a meeting of the Committee to deal with it. The Committee shall have power to take such action as it considers necessary. An appeal from the decision of the Committee may be granted to the Annual or a Special General Meeting upon written application signed by not less than ten members.

### **10.3 Disputes**

10.3.1 Cases of dispute between two or more members shall be referred to the Committee, whose decision shall be final.

## **11 BYE-LAWS**

11.1 The foregoing may be read as the Bye-laws of Bournemouth East Allotment Society Limited, made in accordance with Rule 60 in "Rules of the Bournemouth East Allotment Society Limited".

11.2 No amendment of these Rules shall take effect until it has been sanctioned by a General Meeting of the members, at least seven days' notice of the proposed amendment being given in the notice convening the meeting.

## **Appendix A**

### **Five characteristics of a cultivated allotment plot**

1. The plot is tidy and relatively weed free  
This means that tools are tidied away, rubbish is removed and pathways are clear. Every plot has the odd weed or two and it is not expected that the plot is kept totally weed free, but if the weeds and grass are beginning to produce seeds and/or hide the plots, the plot is in need of attention.
2. The plants on the plot are healthy  
Planting should be ordered and organised to ensure a good crop. Plants should be watered regularly, pruned as necessary and removed if they are failing or diseased.
3. Plants are yielding a crop  
Healthy plants will produce a good crop. In season, plants should be producing fruit, vegetables or flowers. Not all plants will produce in abundance.
4. Crops are harvested  
The harvest is not left on the plants to rot. Fruit and vegetables are picked and windfalls tidied.
5. After the harvest

Plants are dug out and the ground prepared for the new season. At the end of the season, plants which have finished cropping should be dug out or pruned back, ready for winter.