

## AGM Item 1

### Revised

# Constitution and Rules of Cripsey Meadow Allotment Association

### **Key to revision and renewal.**

- There has been considerable change in the site and demand for allotments in the past 5 years and this looks set to continue. New local government advice has been published to ensure existing allotment land is well and fairly used and as Oxford's population is set to increase it is thought there will be more pressure on allotment space and building land.
- New and old members have reported difficulty with finding current cultivation information so we have revised and renewed this document.
- We have used sub headings and incorporated material that has been in Newsletters, Audits and AGMs since the last main revision in 2006. There is not much change as the audits have been successfully managed on this basis for the past 5 years as the site has been developed fit for function.
- The following key should help
  - **Bold Items are new but from our Council's lease i.e. they had been incorporated but we are adding them for completeness.**
  - Underlined Items are incorporated here but have been published and used in the audit for the past 5 years
  - **Items in bold and underlined are new and have not been published before. These generally concern managing waste and safety, both of which are sensitive issues, particularly as the number of children on site grows.**

# CONSTITUTION AND RULES OF CRIPLEY MEADOW ALLOTMENTS ASSOCIATION ('the Association')

## 1. THE OBJECTS of the Association are:

- 1.1. to promote the interests of the Members with regard to good cultivation, management and enjoyment of the allotments.
- 1.2. to maintain and improve the site and to encourage and educate others to do the same.
- 1.3. to ensure that as many plots as possible are tended
- 1.4. to manage the allotment site responsibly and sustainably, respecting the environment and the terms of the Lease with Oxford City Council ('the Lease')
- 1.5. to work with Oxford City Council and the Oxford & District Federation of Allotment Associations and other organisations and individuals in furtherance of our objectives.

2. **THE TRUSTEES of the Association.** The lease between Oxford City Council as the landlord and Cripsey Meadow Allotments Association as the tenant is between the City Council and four named Trustees. The four Trustees must be members of the Committee, and are usually also officers. In the event of one or more Trustees ceasing to be a member of the Association or leaving the Committee other members of the Committee may replace them, provided that there are never less than two Trustees. The City Council must always know the identity of the Trustees.

3. **THE COMMITTEE of the Association** consists of the Officers - the Chair, the Vice Chair, the Secretary, the Membership Secretary, and the Treasurer - and at least three other members. The Committee is elected by majority vote at the Annual General Meeting. In the event of there being a vacancy on the Committee between two AGMs the Committee may appoint a replacement from among the Members or may co-opt a Member as a non-voting member of the Committee. Membership of the Committee is voluntary, unpaid and open only to members of the Association. The Committee must meet at least four times a year, with a quorum of 5 and keep records of its meetings **The Committee's powers and duties include the following:**

- 3.1. Pursuing the objects of the Association and administering the site.
- 3.2. Arranging the Annual General Meeting (AGM), on which see Section 4 below
- 3.3. Ensuring that the information for the AGM and the subscription day is displayed on the notice board not less than 14 days beforehand.
- 3.4. Sending invoices to renew membership to Members not less than 21 days before the AGM.
- 3.5. Ensuring that the Treasurer maintains a bank account in the name of the Association. Cheques drawn on the account must have at least two signatories. Payments from the internet account must be similarly arranged.
- 3.6. Ensuring that the Treasurer keeps the accounts available to Members at seven days' notice.
- 3.7. Arranging that a minimum of three members of the Committee may, on giving reasonable notice, inspect allotments to investigate complaints or for audit purposes. Audit and cultivation reminders will always be posted in advance. The Committee will in any event inspect the site at regular intervals during the year and record and inform members of any problems.

## 4. GENERAL MEETINGS

- 4.1. The Committee shall arrange an AGM giving 21 days' notice of its date, place and agenda.
- 4.2. The quorum for the AGM is 20.
- 4.3. The accounts and annual report shall be submitted at the AGM.
- 4.4. An independent examiner shall review the accounts and report on these to the AGM.
- 4.5. Special General Meetings(SGM) may be called either by the Committee or by at least twenty members writing to the Committee or one of the members of the Committee requesting such a meeting. The Committee shall arrange a SGM giving 21 days notice of its date, place and agenda.
- 4.6. The quorum for a SGM is 20.**
- 4.7. Only members of The Association who have paid the annual subscription and signed a Member's Agreement will be eligible to vote at General Meetings.
- 4.8. Changes to the Constitution and Rules may only be agreed at a General Meeting.

## 5. HANDLING COMPLAINTS and BREACHES OF THE RULES

- 5.1. If members are unhappy with the site, the Committee or another member, the Committee will deal with complaints. It will only investigate complaints made in writing to the Secretary. Any person against whom a complaint has been made will be made aware of the problem and has the right to respond in writing or put their case to the Committee in person. All complaints must be referred to the Committee before any outside body is approached.

- 5.2. Where there has been a breach of any of the rules set out at Part 6 below members will be sent a written notice by the Committee asking them to remedy the breach(es) within a specific time limit.
- 5.3. If the breach is not remedied in the specified period then the Committee may terminate the Agreement on the issue of one month's final written notice. In the event that a member's written notice relates to their having excessive materials on their plot and if these are not cleared, the Committee reserves the right to organise clearance itself and reclaim the costs from the member.
- 5.4. Failure to pay rent within the time stated on the invoice and without offering any explanation in writing may lead to membership being terminated.
- 5.5. In exceptional circumstances the Committee may terminate a membership with 14 days' written notice for a breach which damages the site.

## 6. MEMBERS RULES

### 6.1 General

- 6.1.1. Any changes of address must be reported to the Secretary as soon as possible
- 6.1.2. Members must sign a Member's Agreement. A copy will be returned, counter signed, as their agreement to the Constitution and Rules
- 6.1.3. Any subsequent amendments to the Constitution and Rules agreed at an AGM will be posted on the notice board. Payment of subsequent annual subscriptions confirms that the Member has agreed to subsequent changes to the Constitution and Rule
- 6.1.4. All members are asked to contribute 3 hours to a working party on the site or to make a donation of £15 if they do not have the time. Working parties take place throughout the year and the dates are published for the year on the board and the web site.
- 6.1.5. Members must pay the annual subscription in advance within the time stated on the invoice and get a receipt. Failure to pay within the time stated will lead to imposition of the surcharge detailed in the invoice.
- 6.1.6. Subscriptions run from March to March.
- 6.1.7. Members should contact the Committee if they require assistance with their subscription.
- 6.1.8. Members must give the Secretary 7 days' notice of any items of any other business for the agenda of any General Meeting.
- 6.1.9. Members giving up their membership must hand all keys pertaining to the plot site to a member of the Committee
- 6.1.10. Members must pay a refundable deposit, at a rate set by the Committee, for all keys pertaining to the site.
- 6.1.11. Members may not assign, sub let or part with their plot or any portion of it.
- 6.1.12. Members may share the cultivation with co-workers. Members are responsible for ensuring co-workers operate within the rules.

### 6.2. Cultivation and weed control

- 6.2.1. The plot shall be used for growing vegetables, fruit or flowers and for no other purpose.
- 6.2.2. The plot cannot be used for any trade or business except for the sale of surplus produce.
- 6.2.3. Cultivation requires that the member regularly dig or mulch, or prune and weed 75% of the plot.
- 6.2.4. If a plot is being reclaimed it must show progress between each audit. The member will be given a timed period (generally 1 or 2 years depending on the plot) to reach the required 75%.
- 6.2.5. Fruit trees will normally be included within in the 25% of non cultivated area. Where fruit trees have productive crops underneath them they can occupy up to 30% of the total of large plots.
- 6.2.6. The plot must be kept clean, free from (perennial) weeds, well manured and in a good state of cultivation and fertility. **An area that is annually cleared of weeds yet remains uncropped or unplanted during any one year will be considered uncultivated. The whole plot, including any leisure areas, must be kept tidy, safe and free from flowering weeds.**
- 6.2.7. Invasive plants such as bamboo, all types of willow and conifers (including Christmas trees) are not permitted. Blackberry is limited to the headland next to an external path or can be grown on plots if pruned annually to produce fruiting spurs and kept at least 5 ft from any boundary.
- 6.2.8. All non diseased vegetative matter shall be composted and used on the member's own plot. Diseased plants and perennial weeds can be drowned or burned in an incinerator.

*For information*

- 6.2.9. *Compost bins, polytunnels, water butts, greenhouses, fruit cages and ornamental flower crops are included within the cultivated area. Areas of lawn or meadow are not.*

### 6.3. Fruit Growing

6.3.1. Dwarf fruit trees may be planted only with **the written consent of the Committee**. Fruit trees must be kept to max. Ht. of 10' and root/shade (equiv to branch spread) must fall within your plot boundary.

**6.3.2. Plot holders may remove any perennial crop or fruit bushes and trees planted and purchased by them before the end of their membership. They must replace any surface soil disturbed by removal**

*For information*

6.3.3. *Plots 122, 35/36 and 64/65 were established orchards prior to 2005 reclamation. They exceed this proportion but cannot be used as a precedent. Members are developing wider use.*

#### **6.4. Plot Boundaries**

**6.4.1. The Association must make every effort to ensure that plot boundaries are kept cut and trimmed**

6.4.2. There must be pathways between each adjoining plot to a width of 2' (60cm).

6.4.3. Adjoining fences must be kept clear of blackberry and any plants that shade < the path width..

6.4.4. Members are responsible for managing a path on the left when facing from that member's shed or shed line

6.4.5. Members must keep all headland hedges cut and trimmed. Max ht of 5'(1.5 m).

6.4.6. Headlands (i.e. any part between the plot and the mown main path) must be kept weed free.

6.4.7. Fences should be open (generally of post and chicken wire) to a max height of 5' (1.5m). Existing higher fences must be lowered or removed. Solid bases must not exceed 1m in height.

6.4.8. Site paths must not be obstructed by parking except for loading and unloading.

#### **6.5. Storage and Structures**

6.5.1. Members must get the Committee's written approval of size, materials and siting of sheds, greenhouses or polytunnels. Members are advised that sheds on large plots should be approx 6x8x6 (or equivalent volume) and must be built on shed lines, where applicable.

6.5.2. No buildings can shade / impair adjacent plots. Half plots can have tool boxes and small plots must work within stated smaller allowances.

**6.5.3. Sheds, greenhouses, gates and any other structures must be kept in safe repair.**

6.5.4. Greenhouses and polytunnels should cover no more than 20% of the plot. No tunnel or glass house should exceed 2.13 m in height.

6.5.5. All structures must be adequately secured to the ground to prevent uplift and where they need footings these should be of slabs bedded on sand, not concrete.

6.5.6. Members must not reside in sheds, stay overnight or allow anyone else to do so.

6.5.7. Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots, covers, netting etc for seasonal use. Members must not deposit any rubbish or building materials on their plot or the site unless they have permission from the Committee for a building/structure. When this is agreed material must be used within 12 months.

#### **6.6. Water,**

6.6.1. Members must cover and make clearly visible any well on their plot. All well heads must be above ground level and safely secured.

*For information*

6.6.2. *Members are asked to conserve rain water by using water butts wherever possible*

6.6.3. *Members may take water from Fiddlers and Castle Mill Streams. There are appointed places marked on the site map for members whose plots do not adjoin these directly.*

6.6.4. *Association sheds have water storage tanks.*

#### **6.7. Bonfires**

6.7.1. All members must follow Oxford City Council's Code of Practice on Bonfires. Members are asked to limit bonfires as much as possible and use a small incinerator barrel wherever possible for diseased plant material. Bonfires are not permitted for the burning of treated wood or painted wood. Burning material such as plastic tyres, carpet, MDF, laminated wood, and any other materials that would increase toxicity is not allowed.

*For information*

6.7.2. *There is a burning spot by Cripely Island which can be used by members who must supervise the fire until all their material is burnt and the fire extinguished. Any fire managed in an unsafe manner or producing excessive smoke will result in a warning notice.*

## 6.8. Waste management

- 6.8.1. No timber, mineral, gravel, sand, earth or clay can be removed from the site without written permission of the Committee.
- 6.8.2. Waste regulations apply to materials brought on site by members. Members should not bring on site tyres, asbestos, glass or non-compostable household waste.
- 6.8.3. Members must not use concrete or other material that makes the land unusable for growing.
- 6.8.4. Waste from external sources may not be brought on site unless by prior agreement with the Committee. We have organised green waste sites in partnership with a number of external bodies who bring usable green waste on site. These are on plots that are unusable. These are monitored by the Committee. These plots must not be used by members to dispose of their own weeds.

*For information only*

- 6.8.5. *At least one skip per year will be available to manage waste that will not compost. These must not be used for compostable or external waste. Such use will put at risk membership.*
- 6.8.6. *All potentially toxic material found on plots should be removed by the member and disposed of in the relevant civic amenity site.*

## 6.9. Site safety, security and duty of care

- 6.9.1. **The allotments may not be used for any illegal or immoral purpose and the Association must endeavour to ensure they observe all relevant legislation or Codes of Practice relating to plots.**
- 6.9.2. Members must not be a nuisance to neighbours.
- 6.9.3. Any structure considered hazardous should be removed after instruction by the Committee.
- 6.9.4. **In accordance with the lease with Oxford City Council petrol, oil, lubricants and any other inflammable liquid, can only be stored in approved premises**
- 6.9.5. Barbed wire or razor wire must not be used.
- 6.9.6. The entrance gates must always be kept closed and locked after entering or leaving the site. This applies even if the gate is found to be already unlocked on arrival/departure.
- 6.9.7. Members must not remove, add, or change any item on the Association's notice boards.
- 6.9.8. Members must drive slowly on the site. Cars / trailers must not be tested or repaired on the plot grounds. Cars may only be parked while member is on the plot.
- 6.9.9. Members must not obstruct any path or access.
- 6.9.10. Members must not trespass upon other plots.
- 6.9.11. Members are responsible for the behaviour of children and adults visiting the allotments. If they breach the allotment rules the member will be held responsible.
- 6.9.12. Members must not take crops, produce, implements or other items from other plots.
- 6.9.13. **The Association is not liable for loss by accident, fire, theft or damage to structures, tools, plants or contents on their plot.**
- 6.9.14. Members must clearly number their plot
- 6.9.15. **Ponds must have permission and be temporary and part of the non cultivated area. They should be sited at least 6'6" (2m) from any path and have secured fencing. The use of sunken baths is not permitted on safety grounds. The maximum area for a pond is 1.5 sq m and no deeper than 50cm**
- 6.9.16. Only Members' dogs are permitted on site and they must always be on a leash when not contained within the Member's own plot. They should not enter any other plot.
- 6.9.17. Members wishing to keep animals, birds or bees on their allotments must obtain consent from the Committee.
- For information only*
- 6.9.18. *Members have a duty of care to everyone, including visitors, trespassers and themselves. They should read the Health and Safety and Equal Opportunities policies on the web site.*
- 6.9.19. *Care should be taken when using machinery in relation to the user and any other. Appropriate personal protection should be worn at all times. Members are asked to wear appropriate footwear and protective clothing for working party work*
- 6.9.20. *We advise children are made aware of the dangers on the site, especially water, wells and the river.*
- 6.9.21. *Members are advised not to store items of value on the plot and to insure and mark any items there. Members should report all incidents of theft and vandalism to the Committee and the police.*

**MEMBERSHIP AGREEMENT**

To join the Cripsey Meadow Allotments Association return **TWO** signed copies of this Agreement (page 5). One copy will be returned signed on behalf of the Association and receipted (for your subscription and key deposit). Changes to the Constitution and Rules agreed at General Meetings will be posted on the notice board and web site, or can be obtained by writing to the Secretary. You are responsible for noting amendments. Prospective members must all have done the introductory tour.

**By signing here you agree that you have received read and understood, and will abide by the Constitution and Rules of the Cripsey Meadow Allotments Association ('the Association') on the previous 4 pages, which incorporate the rules and conditions in the lease between the Association and Oxford City Council. The Association has policies on [Health and Safety](#), [Environmental Sustainability](#) and [Equal Opportunities](#). You are asked to ensure you are aware of this supplementary information and [advice](#).**

Member's name.....of  
.....  
Postcode.....  
Home tel..... Mobile.....  
e-mail .....

In return the Association allows you use of Allotment Garden (known here as) Plot No ..... subject to the conditions laid down in the Constitution and the Members' Rules.

Signed on behalf of Cripsey Meadow Allotments Association  
..... Date.....  
Signed by you as the Member  
..... Date.....

*If there is a second person who has done the introductory tour and wishes to be a member for this plot please complete and sign below.*

**By signing here you agree that you have received read and understood, and will abide by the Constitution and Rules of the Cripsey Meadow Allotments Association ('the Association') on the previous 4 pages, which incorporate the rules and conditions in the lease between the Association and Oxford City Council. The Association has policies on [Health and Safety](#), [Environmental Sustainability](#) and [Equal Opportunities](#). You are asked to ensure you are aware of this supplementary information and [advice](#).**

Member's name.....of  
.....  
Postcode.....  
Home tel..... Mobile.....  
e-mail .....

In return the Association allows you use of Allotment Garden (known here as) Plot No ..... subject to the conditions laid down in the Constitution and the Members' Rules.

Signed on behalf of Cripsey Meadow Allotments Association  
..... Date.....  
Signed by the Member  
..... Date.....

[www.cripseymeadow.org.uk/](http://www.cripseymeadow.org.uk/)