

PLEASE SIGN AND RETURN **TWO COPIES OF THIS THREE-PAGE AGREEMENT** AND SEND WITH CHEQUE (MADE OUT TO **CRIPLEY MEADOW ALLOTMENT ASSOCIATION**) TO **THE TREASURER, ALISON CAMPBELL, 53, SOUTHMOOR RD., OX2 6RF, 07932 014882**
YOU WILL BE SENT ONE COPY COUNTERSIGNED WITH A RECEIPT AS CONFIRMATION OF MEMBERSHIP

CONSTITUTION OF CRIPLEY MEADOW ALLOTMENTS ASSOCIATION

- 1) **NAME OF THE ASSOCIATION** The name of the Association is 'Cripsey Meadow Allotments Association'.
- 2) **THE OBJECTIVES OF THE ASSOCIATION** are
To promote the interests of the Members with regard to proper cultivation, good management and enjoyment of the allotments. To maintain and improve the facilities and the condition of the site and to encourage and educate others to do the same. To ensure that as many plots as possible are tended. To manage the allotment site responsibly; respecting the environment and the terms of the Lease with Oxford City Council. To work with Oxford City Council and the Oxford & District Federation of Allotment Associations and other organisations and individuals in furtherance of our objectives.
- 3) **THE COMMITTEE OF THE ASSOCIATION** shall consist of the Officers: a Chair, a Vice Chair, a Secretary, a Membership Secretary, and a Treasurer and at least three other members. These will be elected for the year by majority vote at the Annual General Meeting with a quorum of ten. The Committee shall have the power to appoint a member to fill any vacancy that may occur between AGMs or to co-opt non-voting Members. In exceptional circumstances, following seven days' written notice of a specific agenda item, Committee member(s) may be dismissed by majority vote at a General Meeting, with a quorum of twenty. The work of the Committee shall be voluntary, unpaid and open only to members of the Association. The Committee shall meet no less than four times a year and keep records of their meetings.
- 4) **The Trustees OF THE ASSOCIATION** The terms of the lease between Oxford City Council and the Association require the appointment of trustees. Four Committee members, one of whom will be the Chair, and all appointed as described above, will be the Trustees. It is the responsibility of the Committee to identify the three remaining trustees each year at its first meeting after the AGM and to notify the authority of those identified as soon as possible thereafter. In the event of a Committee member who is also a trustee retiring or dying between AGMs the Committee may appoint another of their number as trustee until the next AGM.
- 5) **MEMBERS OF THE ASSOCIATION**
 - a) Members are required to pay an annual subscription and to sign a Member's agreement. In return they have use of a specified plot for the year with associated responsibilities. The committee will organise the subdivision of plots.
 - b) If there are more than two members to a designated plot only two of them can vote at general meetings. The voting members, if there are potentially more than two such, will be the first two named on the signed copy of the constitution held by the Committee, unless the Secretary has been notified more than seven days before the relevant general meeting that another name of the signatories on the constitution is to have the vote. That new name will be used from then on until notice is given as described above.
 - c) Provided always that members with more than one plot and/or a share in more than one plot can only ever have one vote at general meetings.
- 6) **CHANGES TO THE CONSITITUTION**
Changes to the Constitution and members rules can only be agreed at a general meeting
- 7) **DUTIES AND POWERS OF THE COMMITTEE**
 - a) The Committee are charged with pursuing the objectives of the association and administering the site.
 - b) The number and size of the allotment plots will be decided by the Committee of the Cripsey Meadow Allotments Association.
 - c) The Committee shall hold an Annual General Meeting giving 21 days' written notice of the date, agenda and place.
 - d) The annual subscription day shall be displayed on the notice board not less than 14 days prior to the day. Invoices will be sent to Members not less than 21 days prior to the subscription day.
 - e) Special General Meetings may be called by the Committee or by at least twenty members writing to either the Committee, or a member of the Committee, to request this.
 - f) The accounts and annual report shall be submitted at the Annual General Meeting.
 - g) The Committee shall maintain a bank account in the name of the Association. Cheques will require at least two signatories.
 - h) Accounts shall be kept by the Treasurer and shall be available for inspection by Members at seven days' notice.
 - i) An independent examiner shall review the accounts and report on these to the Annual General Meeting. The examiner must not be a member of the Committee.
 - j) The Committee (minimum 3 members) has the power to inspect allotments to investigate a complaint at any time upon reasonable notice, or for audit purposes on any working party day. The Committee will annually inspect the site and record any problems. Where plots are persistently unworked or show breaches of the rules members may receive a warning notice.
 - k) If there is a serious or persistent minor breaches of the Member's Agreement then the Committee can give eight weeks' warning notice to remedy the breach. If the breach is not remedied in this period then the Committee can terminate the Agreement on one month's final notice if this is the view of the majority of the Committee.

- l) The Committee may terminate a membership with 14 days' notice for stealing, wildlife or poison offences.
- m) In the event of a Member's death, or inability through ill-health to work the allotment, the Committee will exercise its discretion.
- n) The Committee has the power to deal with complaints. It will only investigate complaints made in writing to the Secretary. Any member 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.

Members' Rules

1. The Member agrees to respect and obey the constitution of Cripsey Meadow Allotment Association.
2. The plot or any portion of it shall not be sub-let.
3. The plot shall be used for growing vegetables, fruit or flowers and for no other purpose.
4. The plot cannot be used for any trade or business except for the sale of surplus produce.
5. Members must keep their plot in a reasonable state of cultivation. If being reclaimed it must show progress.
6. Adjoining pathways must be kept tended to a width of 2ft (60cm).
7. Members must keep any hedges trimmed, and sheds, greenhouses, fences (max ht 5') gates etc. in safe repair.
8. Fences should be of post and chicken wire to a max height of 5'. Existing higher fences must be lowered or removed.
9. Barbed wire must not be placed where it may injure anyone.
10. Members must get the Committee's written approval of size, materials and siting of sheds or greenhouses. Members are advised that sheds should be approx 6x8x6 (or equivalent volume) and should be built on shed lines, where applicable. No buildings can shade / impair adjacent plots. Half plots must work within these conditions.
11. Members must not reside in sheds or allow anyone else to do so.
12. Only dwarf fruit trees may be planted when you have obtained 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.
13. Members must follow Oxford City Council's Code of Practice on Bonfires (see notice board).
14. Members must not deposit any rubbish or building materials on their plot or the site.
15. Members must keep their plot in a tidy condition.
16. No timber, mineral, gravel, sand, earth or clay may be removed from the plots.
17. Members must not be a nuisance to neighbours. Any complaints must be made in writing to the Secretary.
18. Only Members' dogs are permitted on site and must be kept on a leash when not contained within the Member's own plot.
19. Animals, including birds, must not be kept on the plots.
20. The entrance gates must always be kept closed and locked after entering or leaving the site.
21. Petrol, oil, lubricants and any other inflammable liquid, chemicals and equipment must be stored safely at Member's risk.
22. Members must not remove, add, or change any item in the notice board.
23. Members must drive slowly on the site. Cars / trailers must not be tested or repaired on the plot grounds.
24. Cars may only be parked while member is on the plot.
25. Members must not deposit weeds on any part of the site unless in a compost heap
26. Members must not obstruct any path or access.
27. Members must not trespass upon other plots.
28. Children must be made aware of the dangers on the site, especially the presence of wells. Children must always be supervised. Members must not allow their children to disturb other members. The Association will not accept responsibility if children are hurt through non-compliance with Rule 27, 29 and 31.
29. Members must not take crops, produce, implements or other items from other plots.
30. Members must clearly number their plot.
31. Members must cover and make clearly visible any well on their plot. All well heads must be above ground level.
32. Change of address must be advised to the Secretary.
33. Members must sign an annual Member's Agreement which will be returned, signed, as their agreement to the Rules. Any subsequent amendments, as agreed at AGM, will be posted on the notice board.
34. Members must pay the annual subscription in advance within one month of the subscription day and get a receipt.
35. Any member who is one month in arrears with his subscription shall be held to have ceased to be a member, unless explanation in writing of extenuating circumstances is received by the Committee.
36. Failure to pay within this stated time and without informing the committee as above will be taken to mean that the person concerned no longer wishes to be a member of the Association and their plot will be offered for re-letting.
37. Members who join the Association six months after the subscription day may pay half the subscription for that year.
38. Members must give the Secretary 7 days' notice of any items for the agenda of any General Meeting.
39. Members giving up their membership must hand all keys pertaining to the plot site to a member of the committee.
40. Members will be requested to pay a refundable deposit, at a rate set by the committee, for all keys pertaining to the site.

Any subsequent amendments to the rules as agreed at AGM will be posted on the notice board and web site. Members are responsible for taking note of amendments. Their subscription receipt is the record of their continued agreement. Any member can get an updated version of the rules and constitution by writing to the secretary or looking at the web site

www.cripseymeadow.org.uk

Subscription goes from March to March and whilst we have a waiting list we do not do part year payments

Members' Agreement and Rules

This Agreement is made between Cripsey Meadow Allotments Association ('the Association')

andof

post code.....

Home tel..... Mob.....

email

The Association agrees let the Member use of Allotment Garden(known here as plot) No.....
Subject to the conditions laid down in the Constitution and the Members' Rules which I have read and accept.
The Notice Board/web site has the current version.

Signed on behalf of Cripsey Meadow Allotments Association

..... date

Signed by the Member

..... Date.....

This Agreement incorporates rules and conditions required by Oxford City Council.

Last Amended AGM 10.03 2009

'If a second member sign below'

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