

BYE-LAWS 2 - The Use of Plots and Members' Responsibilities

You need to conform to the tenancy Bye-laws not only to protect your own tenancy, but also to ensure that the site as a whole is not brought into disrepute.

1 The Condition of Plots

1.1 Plots

The lease from The Council of the Borough of Bournemouth (hereafter called "The Council") requires that each plot shall be "cultivated by the tenant for the production of vegetables or fruit crops". The Committee shall therefore expect plots to be:-

(a) Generally free from weeds, which should be cut before they form airborne seed (esp. perennial weeds);

(b) Actively engaged in crop production relevant to each season. Plots must be cultivated to at least 75% of the potential in a proper and husband-like manner. This is taken to mean that a minimum of 75% of the plot (by area) is either in readiness for growing, well stocked with produce (according to the time of year) or being made ready for crops or being prepared for the following season. (The remaining 25% of members' plots may include sheds, patio/seating areas, compost/manure containers or car parking areas on members' own plots);

(c) Kept well manured and composted to maintain its fertility;

(d) Free from rubbish. No rubbish is to be brought from home and left on site. No metal oil drums, glass, rubble, tyres, carpets or anything not associated with good housekeeping is to be used or left on your plot.

Any member not complying with this may lose his/her plot (see section 3 of Bye-laws 2).

1.2 Paths

(a) Paths are to be considered part of the cultivation of the site. Members shall be responsible for maintaining the path on the RIGHT HAND SIDE of their allotment when looking from the roadway. Paths shall be kept trimmed (including the edges) and free from debris or any obstructions.

(b) When cultivating your plot DO NOT dump soil/stones onto paths and keep them reasonably even and free from holes and ensure the height between the plots and path is no more than 200mm.

(c) No uneven stone slabs are allowed.

(d) Do not dig up or replace paths without the permission of the Site Manager.

(e) Any member who has a site boundary fence adjacent to their plot should keep the area next to the fence free from weeds.

1.3 Hedges

Hedges must be kept well-trimmed and under control. Members must fence off their plots only in a manner sanctioned by the Committee.

1.4 No removal of topsoil, sand, gravel or minerals is allowed from the site.

1.5 No permanent structure or hard standing area is allowed on any plot. No cemented foundations whatsoever.

1.6 Plot numbers must be kept clearly displayed by members on the FRONT of their plots closest to the road.

1.7 Use of Plastic Sheeting on Plots

(a) Plastic sheeting is not permitted to be left on the ground of plots during the growing season (February to September inclusive) unless crops are being directly grown through it.

(b) Members/co-workers cultivating their plots at the end of the growing season (by digging out and removing all of the weeds) in readiness for the following growing season, may then cover their plots, UP TO A MAXIMUM OF ONE-THIRD of the area of their plots, with plastic sheeting between October to January inclusive. At the expiration of this period any plastic covering on the ground of plots must be removed unless crops are being grown through the plastic itself.

2 Plot Inspections

2.1 The Site Management (who may be assisted by other committee members) shall inspect plots towards the end of each month from February to October with one visit during the remaining months to ensure that no rubbish is left on site etc. If any plot falls below acceptable standards of cultivation (see section 1 of Bye-laws 2), or for a breach of any other Bye-laws, warning letters may be issued.

3 Advisory Letters, Warning Letters (Letter 1) and “Notice of Termination of Tenancy” (Letter 2)

3.1 Advisory Letters

Should the Committee so determine, an advisory letter may be sent to a member, should he/she cause an infringement of any of the Society’s Bye-laws, to remind him/her of their responsibility to adhere to the tenancy agreement. Following the receipt of this advisory letter, if no action is taken by the member to rectify the infringement, then a letter 1 and letter 2 may follow. It is not obligatory for the Committee to send advisory letters prior to the issuing of letters 1 and 2.

3.2 Warning Letters (Letter 1)

For plots that are not generally weed free or not cultivated to at least 75% of the area of the plot (see clause 1.1(b) of BL2) or for any other breach of the Bye-laws where action is required by the member, the Secretary shall send a warning letter (Letter 1) by ordinary first class post, to the last recorded address of the member held on the Register of Members. This letter shall require the member to resolve the problem before the next plot inspections take place towards the end of the following month.

3.3 “Notice of Termination of Tenancy” (Letter 2)

In the event of an unsatisfactory response to letter 1, this shall be followed by a one month “Notice of Termination of Tenancy” in writing sent by first class recorded delivery to the member. If, after seven days, the letter has not been signed for, then a duplicate letter shall be sent by ordinary first class post. During this time the outgoing member must remove his/her belongings from the plot. After that one month period the plot will be re-let and any of the previous plot holder’s belongings remaining on the plot will be considered part of the plot to be let and the evicted member shall relinquish his/her rights of ownership over the said belongings. No re-imbusement of rent or compensation of any kind shall be given to the evicted member. A Committee Appeal (see section 7 of Bye-laws 1) shall be granted only in exceptional circumstances (e.g. illness or long holidays) (see clauses 19.2 and 19.3 of Bye-laws 2) and the Committee’s decision shall be final (unless section 23 of BL2 or Rule 11 of the Rules applies, where an appeal to the membership at a Special General Meeting is allowed for issues related to complaints of misconduct or serious misdemeanour).

3.4 Plots Repeatedly Falling Below an Acceptable Standard

With regard to a warning letter (Letter 1) being sent for poor plot cultivation, should the plot show substantial improvement by the time of the next plot inspections towards the end of the following month, no further action will be taken at that time. However, if within any 12 month period, two warning letters (Letter 1) have been sent, even if the member has acted upon these warning letters, but again his/her plot is considered unsatisfactory, no further warning letters will be issued and a one month "Notice of Termination of Tenancy" (Letter 2) will follow.

3.5 Three Month Probationary Period for New Members

New members' plots will be INSPECTED AFTER 3 MONTHS and if little or no progress has been made in clearing and/or cultivating the plot, or that the Society's Bye-laws have been contravened, they will be issued with a one month "Notice of Termination of Tenancy", referring to this 3 month Bye-law.

4 What Can Be Grown?

4.1 Fruit, vegetables, flowers and herbs may be grown. No more one third of the cultivable area (see clause 1.1(b) BL2) of a plot shall be given over to fruit trees and no more than one half of the cultivable area of a plot shall be given over to flowers. No illegal substances of any kind, including hemp, shall be grown.

4.2 Fruit trees shall not exceed 3 metres in height and should be kept properly pruned. No vigorous rootstocks are allowed (however, semi-vigorous rootstocks may be allowed if kept pruned to within 3 metres). Dwarf and semi-dwarf rootstocks are allowed.

4.3 Fruit trees, bushes or canes must not hang over the roads or any paths. They must be planted not less than the following distances from an adjoining allotment:-

- (a) Apple, pear, plum, cherry, fig and other fruit trees – 5 feet;
- (b) Gooseberry, currant, and other bush fruit – 3 feet.

It is advisable to restrict the roots of fig trees.

4.4 No wild brambles or trees other than fruit trees to be planted.

4.5 Members must not prune trees or hedges which are on communal areas of the site or which form the perimeter of the allotment site which is not part of their plot without the written approval of the Committee. A number of trees have a Tree Preservation Order (TPO) and these must not be touched in any circumstances.

4.6 The Society gives general approval to members to cut down or prune trees which have grown up on their plot and which are impeding their ability to cultivate their plot. Where members are in any doubt about their rights in this respect they must apply in writing to the Secretary.

5 Consideration for other Members

5.1 Members, co-workers or persons accompanying them are asked to respect each other and not to cause any nuisance, undue noise, inconvenience or annoyance to other allotment users, neighbours or The Council, or engage in verbal or physical abuse.

5.2 The speed limit on site is STRICTLY 10MPH AT ALL TIMES.

5.3 The sounding of car horns on entry and exit to the site IS PROHIBITED as it disturbs people living nearby.

5.4 Parking

Do not park on roadways or other members' allotments as this may result in an obstruction.

Members may park on an area at the front of their own allotment, always ensuring that the vehicle is COMPLETELY off the road. It is recommended to use the parking areas provided. All vehicles are

parked at the owners' risk and the Society accepts no responsibility for loss or damage to any vehicle on site.

5.5 Trespass

Do not walk on or take a short cut across other members' plots without their permission.

5.6 Vacant Plots

Members/co-workers shall not remove anything from a plot that has been vacated. This will be seen as theft and eviction will follow. The Site Management may have to remove items from vacated plots but only for reasons of Health and Safety.

5.7 Damage

No damage shall be done by any member to the fences, gates, gateposts, water butts, or any property of The Council, The Society or to the cropping on any of the plots. Any damage done either by a member or a person accompanying him shall be assessed by the Committee, and the offender shall pay such sum to the member who has suffered the damage or to The Council or to The Society as may be determined.

5.8 Theft

Membership shall be withdrawn immediately if any member is caught removing crops or equipment from another member's plot without their permission.

5.9 Deliveries of Manure

Any deliveries of manure must not obstruct any of the roads on the site and members must keep manure on their own plots. Members who do not have room or direct access to their plots for manure delivery may temporarily use the car parks at their own risk but only with the Site Manager's permission. Please deposit the manure on a tarpaulin and cover it and ensure all manure is removed from the car parks by wheelbarrow to the plot WITHIN 48 HOURS OF DELIVERY.

6 Parents and Carers

6.1 Parents or Carers of children are advised that on any allotment site inevitably there are potential hazards to children and therefore that they keep their children on their own plot and supervised at all times.

6.2 Potential hazards to children include:-

- (a) Glass;
- (b) Ponds;
- (c) Wildlife – do not feed and leave alone;
- (d) Poisonous Plants – do not touch or ingest;
- (e) Potential infections carried naturally in soil, manure and animal droppings;
- (f) Moving vehicles.

6.3 The Management Committee will request the parents/carers of children that are unruly, causing a nuisance, or unsupervised to take their children home.

7 Potential Hazards on Site

7.1 Oil, petrol and other potentially harmful substances should be safely locked away in containers made for the purpose. No more than 5 litres of fuel may be stored on site by each member.

7.2 No gas canisters or bottles are permitted to be stored on site.

7.3 Glass – members should ensure that broken glass is removed immediately from their plot in a safe manner. No new glass should be brought on to site as from the AGM of 2011 – polycarbonate sheet is permitted.

7.4 Fertilizers, Pesticides and other Chemicals

- (a) Only fertilizers, pesticides and chemicals approved for domestic use are to be used on the allotment site and must be used in accordance with the manufacturers' instructions. Chemicals and pesticides must be stored in their original packaging, out of the reach of young children and locked up when unattended.
- (b) Chemicals and pesticides purchased outside the UK and without current UK approval, and those intended for use on commercial farms must not be used on the allotment site.
- (c) Spraying should take place only when conditions are still and calm to prevent sprayed chemicals blowing onto adjoining plots. Where possible, organic controls should be adopted to minimise the impact of the potentially harmful effects of chemical residues on wildlife.
- (d) Spraying should be timed to avoid potential harm to bees – either spray early morning or in the evening when they are less active.
- (e) It is prohibited for any plot holder to allow chemicals such as weed killers or insecticides to contaminate the water tanks.

7.5 Asbestos

Asbestos is banned. Any asbestos found must be reported to the Committee who will consult with The Council for its safe disposal. Do not touch or burn it.

7.6 Plot holders must not wash vegetables, tools or any object in the communal water tanks. This contaminates them with disease and silts them up. Members are reminded that water stored in any on-site tank is unfit for drinking.

7.7 Corrugated Iron Sheets

Corrugated iron sheets have very sharp edges. Any new corrugated iron structures will not be allowed to be erected after the AGM of 2011. It is necessary to cover the sharp edges with pipe insulation.

7.8 Vermin

Plots should be free from kitchen waste that attracts vermin e.g. cooked food, meat, fish, cheese, etc. Do not try to compost these. Any infestation of vermin should be reported to the Site Manager if it is out of the control of the member. Members are reminded not to leave out food for foxes, pigeons or cats as it encourages vermin.

7.9 Tools

Please do not leave any tools lying in paths (esp. rakes and forks) as these may cause a hazard to others.

7.10 Paths (see clause 1.2 of Bye-laws 2)

7.11 Barbed or razor wire is prohibited for use on the site.

7.12 Power Tools

- (a) Only operate strictly in accordance with the manufacturer's operating instructions.
- (b) When using trimmers, be aware of the dangers of flying stones to yourself and others close by – always wear eye goggles, stout shoes and protective clothing.
- (c) Store fuel in containers made for the purpose and ensure fuel is safely locked away (no more than 5 litres of fuel is to be stored by each member).
- (d) Chain saws are permitted to be used only with the prior consent of the Health and Safety Officer or Site Manager. In addition to appropriate safety clothing, the operator will need a Certificate of Competence.

7.13 Manure

Be aware of the dangers of handling fresh manure (e.g. infections like e-coli).

7.14 Tetanus

(a) There is a risk of tetanus infection from handling soil or manure which can enter through a cut or wound in your skin.

(b) It is advisable for members to be fully vaccinated against tetanus.

7.15 Holes and trenches must not be covered with vegetation and must be clearly visible.

7.16 Canes - Ideally canes should have caps or small bottles covering the ends.

8 Sheds, Greenhouses and other Structures

8.1 Any structure erected by a member must not cross any path between allotment plots.

8.2 If any structure is considered to be a hazard by the Site Manager the member will be asked to repair or remove it.

8.3 Only ONE SHED and ONE GREENHOUSE are allowed per plot. However, small plots must not exceed 25% of the plot area for a shed (see clause 1.1(b) of Bye-laws 2). Polytunnels are not allowed.

8.4 Sheds

(a) To be well maintained and treated on a regular basis to the satisfaction of the Committee with broken window panes replaced with polycarbonate sheet ONLY.

(b) To be placed as far away from the road as possible.

(c) Must not exceed 6ft x 8ft or more than 25% of the plot area, whichever is smaller, and should be no higher than 7ft.

(d) Must not be used for overnight sleeping.

8.5 Greenhouses and any Glass Structures (considered part of the cultivation of the plot)

(a) To be well maintained with broken panes replaced with polycarbonate sheet suitable for exterior use ONLY.

(b) To be placed as far away from the road as possible.

(c) Must not exceed 6ft x 8ft and should be no higher than 7ft.

(d) From the AGM of 2011 no new glass structures will be allowed to be erected – structures containing only polycarbonate will be allowed.

(e) Any existing glass panes or portable glass structures already on site will need to be stored safely when not in use on the plot.

8.6 Fruit Cages – must not exceed 7ft in height.

8.7 Cloches - should not exceed 4ft in height and must be of temporary construction.

8.8 Manure and compost containers are allowed.

8.9 No other structures are allowed without the permission of the Committee.

9 Ponds, Tanks and Water Butts

9.1 Ponds are allowed only after consultation and subsequent permission of the Site Manager. Metal tanks and baths etc. sunk into the ground are not allowed. However, small shallow, moulded plastic, purpose made ponds with sloping sides or small shallow water gardens made with butyl liners may be considered. Ponds must not be overgrown with weeds or other vegetation and require a one metre tall fence surrounding them.

9.2 No wells or water holes are allowed.

9.3 Water butts on members' own plots are encouraged but please ensure that any water containers are covered with lids. No more metal tanks or baths are allowed onto the site after the AGM of 2011.

10 Hosepipes

10.1 The use of hosepipes, sprinklers or water pumps connected to any communal water tank is STRICTLY PROHIBITED and will result in termination of the member's tenancy.

11 Keeping of Livestock, Bees and other Animals

11.1 Bees, poultry and livestock are not allowed to be kept on site.

11.2 Dogs

- (a) Dogs must be kept on a leash at all times, even on the owner's plot, and must not be left unattended.
- (b) Any fouling is to be cleared away immediately and removed from the site.
- (c) Do not allow your dog to persistently bark, causing an annoyance to other plot holders.
- (d) Any breach of clause 11.2 will result in permission to bring a dog onto the site being withdrawn.

12 Site Security

12.1 Rights of Entry

Only a member/ named co-worker, The Landlord's representatives, or a person authorised by the Committee, or accompanied by a member is allowed onto the site.

12.2 Gates

Members must keep gates closed and ensure they are locked on entering and leaving the allotment except Saturday and Sunday mornings between 10am and 12noon when the shop is open.

12.3 Keys

- (a) New members/co-workers shall pay for each key (1 gate key, 1 toilet key) refundable at the termination of their tenancy when keys are returned. There will be a charge for the replacement of lost keys.
- (b) Action will be taken against any member/co-worker who the Committee believes is responsible for allowing unauthorised persons onto the allotment site by any means, including providing copies of keys to enable access to the site.

12.4 Members are requested not to place water butts or other structures WITHIN ONE METRE OF THE PERIMETER FENCE which might assist unauthorised persons to enter the site and make repairs to the fence difficult.

13 Bonfires

13.1 Bonfires are allowed only on the last Friday of every month between October to March inclusive (unless this falls on a Bank or Public Holiday). STRICTLY NO OTHER TIMES (except 5th November!). Consult noticeboard for times.

13.2 Only have a bonfire if it is really necessary – they can cause a nuisance to nearby houses, fellow plot holders and those with health problems.

13.3 DO NOT BURN:- rubber, carpet, tyres, roofing felt, plastics (including bottles and bags), asbestos, polystyrene foam, chemicals – e.g. fertilizers or pesticides, bitumen and other man-made materials. You may be prosecuted for burning these materials. Also DON'T BURN GREEN VEGETATION – compost this.

13.4 Burn only dry materials that don't compost easily (e.g. untreated timber, woody prunings, perennial weeds).

13.5 No bonfires in unsuitable weather conditions e.g. too damp or too windy, or wind blowing in the wrong direction (towards houses) or low air quality etc. If the Site Manager or Fire Officer

considers that the conditions are unsuitable for bonfires then he will put a notice to that effect on the noticeboard. Please observe this.

13.6 Keep bonfires well away from trees and fences and at least 15.24 metres (50ft) away from roads and houses that surround the site.

13.7 Do not use oil, petrol, methylated spirits or other inflammable liquids to light a fire.

13.8 Do not bring materials from home or other places to make your fire.

13.9 Bonfires should be assembled shortly before burning to ensure that wildlife does not set up home in the items to be burnt.

13.10 Suitable fire fighting equipment (e.g. water buckets) should be readily available. Be aware that water may not be available from the communal tanks as those are turned off during the winter months, although there may be residual water remaining in the tanks.

13.11 Bonfires must be supervised continually and doused with water to completely extinguish the flames by the end of the allotted time period (whether or not everything is burned). Children should never be left alone or in charge of a bonfire.

13.12 The Site Manager or Fire Officer may request that any bonfire is extinguished if it is in breach of any of these bye-laws and rights to a bonfire may be withdrawn from that plot holder. The Landlords' representative may instruct you to extinguish a fire immediately – this instruction must be complied with.

13.13 For those without space for bonfires or those too close to fences or houses/roads (within 15.24m (50ft)) incinerators are provided for communal use at the allotted time only – consult with Site Management. Burn only materials listed in clause 13.4 above. Please DO NOT dump rubbish or soil etc. in or by the incinerators and ensure they are cleared out after use so that other members may use them. The Site Manager and/or an appointed member will be on hand to supervise.

13.14 The Site Management are permitted, when preparing a plot for re-letting, to have a bonfire on other days, at any time, provided weather conditions are appropriate, if it is necessary to clear a plot of surplus rubbish that is allowed to be burned (see clauses 13.3 & 13.4).

14 Tenancy Agreement, Risk Assessment Form and Membership Card

14.1 All new members/co-workers shall read and sign the Tenancy Agreement/Member's Declaration Form and also sign a Risk Assessment Form for the plot agreeing to take on any existing structures and tools present as their own private property. New members will receive a Membership Card which is their proof of membership of the Society together with the Tenancy Agreement/Member's Declaration Form, Risk Assessment Form and their Share Certificate. At rent renewal time in January, existing members will receive a Membership Card and receipt for payment of rent.

15 Bonds

15.1 A bond of £30 will be charged to new members which will be returnable on the termination of the tenancy provided the plot is returned free from rubbish, scrap metal, rubble, broken glass and unsafe sheds and greenhouses and returned in a similar condition to that in which it was first received.

16 Rents

16.1 All rents become due on the 1st January every year and are to be paid promptly during and before the end of January, the amount to be agreed at a previous AGM. Rents must be paid in

advance if a member is away on holiday at this time.

16.2 Members shall be given at least twelve months' notice of any change in the rent.

16.3 Reminders of payment dates for rent renewal shall be written on noticeboards around the site.

16.4 New members joining the Society will be required to provide current proof of their address/identification (e.g. utility bill, bank statement, prescription). At rent renewal time in January, existing members must provide current proof of address. Proof of address must be dated to within the last four months.

16.5 Unpaid Rents

Members who have rents outstanding after the end of January will be given a further period of nine days with one final opportunity being given after this forty day period to pay their rent. Any members with rent outstanding after this will be sent a one month "Notice of Termination of Tenancy".

16.6 New members joining part of the way through the rental year shall pay proportionately for the remaining part of the year.

17 Refund of Rent

17.1 No refund of rent will be considered on the termination of a tenancy for a breach of any of the Society's Bye-laws or where the member terminates the tenancy themselves.

17.2 In the case of a termination of tenancy due to the death or illness of a member then a request for a refund may be considered to a relative of the member proportionate to the remaining part of the year.

18 Left Property

18.1 Before the termination of a tenancy, should an outgoing member wish to sell his/her property situated on their allotment, they may advertise the said property on the members' noticeboard mounted on the outside of the Clubhouse.

18.2 It remains the responsibility of the outgoing member to ensure that his/her property is removed from the allotment before the tenancy expires.

18.3 Any property left behind beyond the expiry of the member's tenancy will be considered part of the plot to be let (see clauses 3.3 and 24.6 of Bye-laws 2).

18.4 The Committee shall not enter into any direct negotiations between members regarding any member's property before or after the expiry of the tenancy.

18.5 Any shed left on the site by an outgoing member must be left unlocked to enable access.

19 Change of Circumstances

19.1 Any changes of address or other contact details must be notified to the Secretary in writing. Any communication sent to an old or out of date address will still be deemed to have been delivered to the plot holder.

19.2 If through exceptional circumstances a member can no longer manage their plot, he/she may, at the discretion of the Committee:-

- (a) Be allowed to go to the top of the half-plot list (if they currently have a full plot) or
- (b) Request permission for a spouse/partner to continue the tenancy.

19.3 The Absence of Members

(a) The Secretary MUST be informed in writing at the earliest opportunity should a member be absent for over one month due to ill health, lengthy holidays, working away from home or for any

other reason.

(b) The absent member should arrange for suitable action to prevent the plot from falling below an acceptable standard (see section 1 of Bye-laws 2) otherwise their plot may be re-let.

(c) In the absence of the member, non-members tending a plot must be authorised by the Committee to do so (name, address and proof of identification will be required). Non-members may continue to tend the plot for a period of time to be determined by the Committee, upon the expiration of which the Committee may then decide to re-let the plot after sending a one month "Notice of Termination of Tenancy". The decision of the Committee shall be final.

20 Noticeboards and Warning Signs

20.1 Notices relating to the allotment site or allotment matters generally will be displayed on notice boards where provided.

20.2 All warning signs must be observed.

20.3 Responsibility for referring to the notice boards and warning signs regularly lies with the member.

20.4 Members must observe the site opening times – half an hour before sunrise to half an hour after sunset.

21 Subletting

21.1 Subletting is not allowed. Plots must be used exclusively to cultivate fruit and vegetables for the member/co-worker and his/her family's consumption and not for commercial gain.

22 Disputes

22.1 Disputes between members/co-workers shall be referred in the first instance to the Site Manager. If a member is unhappy with the Site Manager's decision he/she may request a Committee Appeal within 14 days (see section 7 of Bye-laws 1). The Committee's decision shall be final.

23 Complaints

23.1 All complaints must be directed to the Secretary in writing (with name and plot number).

23.2 Complaints received that relate to an on-site incident should be factually recorded by the members in the Incident Book kept in the Clubhouse.

23.3 Written complaints that are directed towards members of the Society shall be kept by the Secretary in a Complaints File in the Clubhouse.

23.4 Less Serious Complaints

(a) A complaint that is considered by the Committee to be of a less serious nature, (that would not normally result in a member being suspended or evicted from the site), shall be considered at the next Committee Meeting and a decision shall be reached by the Committee. A request for a Committee Appeal may be granted (see section 7 of Bye-laws 1) but the decision of the Committee shall then be final.

(b) If the Society has in its Complaints File more than three written complaints regarding separate incidents that have occurred on site (unless the complaint is considered of a serious nature – see clause 23.5) concerning any one member, then the Committee may consider this evidence to be sufficient grounds to expel the offending member. Should the member wish to appeal against eviction, he/she may follow the procedure outlined in clause 23.5 below. The Committee must have no reason to doubt the veracity of the written complaints in its possession.

23.5 Serious Complaints

If a complaint regarding a member is considered by the Committee to be of a more serious nature (e.g. physical abuse, harassment, theft or other serious misdemeanour that occurs on site) then the Secretary shall convene a Special Committee Meeting (SCM) to consider it (unless a normal Committee Meeting is due). The Committee reserves the right to take action against a member which may include suspension or termination of tenancy. If dissatisfied with the decision of the Committee, the member may request a Committee Appeal (see section 7 of Bye-laws 1) provided this request is made within 14 days from the date of the letter of the member's notification of the Committee's decision. If still unhappy with the Committee's decision he/she may request a Special General Meeting (see clause 8.8 of Bye-laws 1). To remove a member from their plot in the event of a Special General Meeting being convened, the Committee must obtain a two-thirds majority of approval for eviction from members present at the Special General Meeting.

24 Termination of Tenancy

24.1 The Society may determine the tenancy of any allotment by 12 calendar months written notice expiring on the 31st December in any year. The Committee must obtain the consent of The Council before applying this Bye-law to members.

24.2 The tenant may at any time determine his tenancy with 14 days written notice. If this expires before the 31st December in any year, no refund of rent shall be given.

24.3 The Society may send a one month "Notice of Termination of Tenancy" letter to any member for non-payment of rent (see section 16 of Bye-laws 2) or for any breach of the Bye-laws of the Society during which time they must remove any belongings from the site. Warning letters may first be issued where action is required by the member to resolve the problem (see section 3 of Bye-laws 2).

24.4 On the death of the main member the tenancy will cease automatically. A named co-worker has the right to continue the tenancy (subject to section 25 of Bye-laws 2) or where only the member is named on the Tenancy Agreement then, at the Committee's discretion the tenancy may be transferred to a spouse or partner.

24.5 Residing Outside the Borough - If a member shall move or reside outside the Borough of Bournemouth, then the Society shall give twelve months written notice expiring between the 30th November and the 28th February of any year, to terminate the tenancy, providing that an applicant living in Bournemouth has been on the Society's waiting list for at least twelve months. The Society shall pay no compensation of rent or otherwise to the outgoing member. (This pertains to all members as from 2007 excluding those residing outside the Borough prior to this who have been given permission by the Committee to remain. However anyone moving after this date, either to outside the Borough of Bournemouth, or moving from one house to another outside the Borough of Bournemouth, will be subject to twelve months' notice to terminate the tenancy).

24.6 When a tenancy is terminated the plot must be returned in a similar condition to that in which it was first received. The tenant shall, not later than the termination of his tenancy, remove or cause to be removed at the request and direction of the Committee, any structure or rubbish he/she has deposited on the site. If this is not complied with the Committee may withhold the bond (see section 15 of Bye-laws 2).

24.7 Serious Misdemeanour/Misconduct - A member may have his/her tenancy terminated by a majority vote of the Committee or by a vote of two-thirds of the members present at a General Meeting for conduct detrimental to the Society or for issues related to complaints of misconduct or serious misdemeanour (see rule 11 of the Rules and clauses 23.4(b) and 23.5 of BL2).

24.8 The Society may determine the tenancy of any allotment without notice if it shall at any time, without previous notice, be required by the Council to give up possession of the land (or part thereof) of which the allotment forms a part.

25 Co-Workers

25.1 Upon joining a waiting list of the Society, a future member may name one co-worker if he/she intends to work the plot with the member, is over eighteen years old, and resides within the Borough of Bournemouth (current proof of their address and identification will be required). For example, a co-worker may be a spouse/partner, a family member or anyone who will be working the plot with the member. When the member and the co-worker have reached the top of a waiting list and a plot becomes vacant, the co-worker shall also be named on the new Tenancy Agreement with the member.

25.2 The named co-worker may continue a tenancy in the event of the member vacating a plot, provided he/she was named as a co-worker on the plot when the member joined a waiting list of the Society and resides within the Borough of Bournemouth.

25.3 Where a co-worker takes over the tenancy of a plot, no further names may be added to the Tenancy Agreement.

25.4 Where a member is sent a "Notice of Termination of Tenancy", a named co-worker may not take over the tenancy.

25.5 Co-workers have no rights to vote at General Meetings (except where named as a proxy voter by any member – see clause 8.9 of Bye-laws 1) but may stand for election to the Management Committee (except for the Offices of Chairperson and Secretary) and attend and speak at General Meetings.

25.6 No person who is already a member may be named as a co-worker on another member's plot. No person may be named as a co-worker on more than one plot.

25.7 Within three months after the date of AGM 2011 any person who already works a plot with an existing member may have their name added as a co-worker on the Tenancy Agreement and have full co-worker's rights. Thereafter no co-workers' names may be added or changed in subsequent years on existing Tenancy Agreements.

25.8 Expelling a Co-Worker - The Committee may expel a co-worker from the site for breach of the Rules and Bye-laws of the Society. He/she may request a Committee Appeal (see clause 7.1 of Bye-laws 1) but the decision of the Committee shall be final.

25.9 Members must ensure that their co-workers are made aware of the Rules and Bye-laws that govern the Society.

26 Associate Members

26.1 At the discretion of the Committee and for a small fee, members from other allotment sites or gardening societies etc., may become associate members of the Society giving them access to the shop on Saturday and Sunday mornings between 10am and 12noon when the gates are left open. No access to other parts of the site is allowed and current proof of address and proof of identification are required on joining.

27 General Meetings and Definition of Membership

27.1 A member is entitled to only one vote at General Meetings, either in person or voting by proxy. Co-workers have no voting rights (except as a proxy voter - see section 25 of Bye-laws 2). Only

members and co-workers, or those appointed as proxy voters, may attend and speak at General Meetings. Guests must have the written approval of the Committee to attend a General Meeting (see clause 8.6 of Bye-laws 1). For the procedures at General Meetings (including proxy voting), Committee Appeals and the Definition of Membership please refer to sections 2, 7 & 8 of Bye-laws 1 held in the clubhouse.

28 Inspection of Minutes etc.

28.1 A member who wishes to inspect the minutes of meetings, the waiting lists (dates and names only), the Duplicate Register of Members or the site's insurance documentation, may do so whenever the shop is open or otherwise by prior arrangement.

29 Incidents and Incident Book

29.1 Members are encouraged to report all on site incidents (e.g. vandalism, theft) to the police on the 101 non-emergency number obtaining an incident number and to enter these details into the Incident Book kept in the clubhouse. These details will ultimately improve the security of the site. Dial 999 for personal attacks or robberies in progress.

30 Emergencies

30.1 Members may wish to notify the Committee if they or any co-workers have any medical condition in case assistance is required in the event of an emergency together with, if needed, details of next of kin.

31 Suggestions

31.1 The Society welcomes constructive ideas/suggestions from members – please place these in the letterbox by the gate with your name/plot number or inform a Committee Member who will raise your suggestion at the next Committee Meeting.

32 Correspondence

32.1 All correspondence to the Society may be addressed to:- The Secretary, North Bournemouth Allotments Society, Cornelia Road, Wallisdown, Bournemouth, BH10 4FG or via email to the Secretary at nabsoc@gmail.com

33 Free Lifetime Membership

33.1 Free Lifetime Membership is granted from the 51st year to any person who has been a fully paid up member of the North Bournemouth Allotment Society for 50 continuous years.

34 Bye-Laws 1&2 and The Rules

34.1 Replacement copies of the Bye-laws 2 (The Use of Plots and Members' Responsibilities) may be obtained from the Secretary for a small fee or alternatively online at www.northbournemouthallotmentsociety.co.uk. Bye-laws 1 (Amplification of The Rules of NBAS) and the registered Rules of the Society may be viewed in the clubhouse. The foregoing may be read as the Bye-laws 2 of North Bournemouth Allotments Society Limited, made in accordance with Rule 59 of the registered Rules of North Bournemouth Allotments Society Limited.