

Byelaws of the White Hill Allotments Society Limited

(Registration No 12585R)

Terms Used

- (i) The term "Society" refers to the White Hill Allotments Society Limited.
- (ii) "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.
- (iii) "Allotment" shall be held to refer to any holding or garden rented from the society.
- (iv) "Members" are all persons who the Committee has admitted to membership of the Society. A Member may be a tenant renting an allotment or an associate member.

1. The Lease, the Rules and the byelaws

1.1 Every tenant shall observe and perform all conditions and covenants contained in the lease agreed with the Cambridge City Council (Document Ref: KS/6870).

1.2 In addition the Society and its members are bound by the rules of the Society, and by the byelaws contained in this document. 'The rules' mean the registered rules of the Society which are available from <https://mutuals.fca.org.uk/Search/Society/18104>.

2. Breach of agreement

The Society shall have the right immediately to re-enter and take possession of the allotment on breach of any of the tenant's agreements, and to re-let the allotment.

3. Powers of the Committee

3.1 The general management of the allotments shall be vested solely in the Committee.

3.2 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 byelaws, the Committee shall have the power to deal with such matters in the best interests of all the allotment holders.

3.3 Members shall be bound by the decision of the Committee.

4. Sub-committees

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

5. Period of service on the Committee

5.1 Any member of the Society can apply to become a member of the Committee.

5.2 Committee members have a term of 4 years apart from the Chair, Secretary, and Treasurer.

5.3 Committee members may re-join following a 1-year leave

6. Joining the Society

- 6.1 Only members of the Whitehill Allotment Society Ltd can rent a plot.
- 6.2 A new member's application needs to be approved by the Committee.
- 6.3 The Committee shall have the right to refuse any application without stating the reason and shall also have the right to make special stipulations in regard to any tenancy.
- 6.4 Any member changing their address shall at once notify the secretary in writing
- 6.5. Every new member shall be allocated one non-withdrawable, non-transferable share in the Society, which confers voting rights at General Meetings

7. Sub-letting

No tenant shall sub-let their allotment or any part thereof to non-members or to another member without Committee's agreement.

8. Payment of rent

- 8.1 Rent is paid annually in advance and is due from the last Saturday of September. A completed Registration document should be returned with the rent payment each year.
- 8.2 A plot is deemed vacant 6 weeks after failing to pay the rent whether legally demanded or not.

9. Leaving the Society

- 9.1 A plot can be given up at any point, however, apart from the key deposit no further refunds will be given.
- 9.2 The plot should be left in a good condition ready for letting.
- 9.3 There should not be any rubbish left on the plot.
- 9.4 All personal items should be removed. Remaining tools may be given to the next plot-holder. .

10. Cultivation

- 10.1 Continuous cultivation throughout the year is required.
- 10.2 A minimum of 80% of the plot must be in use , this includes raised beds,sheds, greenhouses, polytunnels, compost areas, water butts, and maintained paths.
- 10.3 Every member shall keep their allotment free from weeds and well manured and otherwise maintain it in a proper state of cultivation to the satisfaction of the Committee.
- 10.4 The Society shall have the right immediately to re-enter and take possession of the allotment and to terminate the tenancy of any tenant who does not keep their allotment cultivated to the satisfaction of the Committee

11. Right of entry

- 11.1 The Society or its accredited representatives or their workmen acting on instructions, shall be entitled at any time to enter and inspect any allotment and to carry out any work or repairs required by the Society or Committee
- 11.2 Apart from Committee access described in 11.1, any plot can be accessed only by the plot-holder or by their guest either in their presence or for watering/maintenance in the plot-holder's absence (with plot-holder's permission).

12. Encroachment, trespass and damage

12.1 No encroachment or trespass shall be made by any tenant on their neighbour's allotment

12.2 No damage shall be done by any tenant to the fences, gates or gateposts or to the cropping on any of the allotments.

12.3 Any damage done either by a member or person accompanying them shall be assessed by the Committee, and the offender shall pay such sum to the tenant who has suffered the damage or to the Society as the Committee may determine.

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

12.4 Children must be supervised at all times and remain at their parents/guardians plot.

13. Nuisances

A member shall not cause any nuisance or annoyance to the tenant of any other allotment or to the neighbourhood.

14. Security

14.1 It is the responsibility of every member of the Society to maintain security and order on site.

14.2 The gate securing each site must be kept locked (except during Shop opening hour on Elfleda Road)

15. Trees and shrubs

15.1 Trees are not to be planted within 1.5m (5feet) of the adjoining allotment.

15.2 Only dwarf fruit trees are permitted on site.

15.3. Bushes are not to be planted within 1m (3feet) of an adjoining allotment.

15.4 Only fruit bushes are allowed on site.

15.5 Regular pruning of all fruit trees is required (at least annually), with maximum height allowed of 3m (10feet)

15.6 Fruit trees or bushes must not hang over roads or an adjoining allotment.

15.7 It is the plot-holder's responsibility to remove any young non-fruit and self-set trees from their area.

15.8 No tenant shall, without the written consent of the Society, cut or prune any tree (except fruit trees)

16. Blackberries, raspberries and weeds

16.1 Blackberry and raspberry bushes are allowed only if properly maintained and contained.

16.2 Ivy must be kept to a minimum.

16.3 No grass should ever be allowed to go to seed.

17. Sheds, greenhouses, polytunnels, wells and water-butts

17.1 Sheds and polytunnels must be at least 1m from any boundary.

17.2 The permitted size of sheds and poly tunnels are:-

Sheds – not greater than 2.44 metres (eight feet) long by 1.83 metres (six feet) wide and by 2.13 (seven feet) high, for plots of any size

Poly-Tunnels - 10 metres in length, 3 metres wide and 3 metres high, on any size plot.

17.3 Members shall not put up any buildings or erections without the written consent of the Committee, and then only in accordance with plans which have been approved by the Committee.

17.4 Wells or water holes must be protected to the satisfaction of the Committee, and must be removed at the end of the lease.

17.5 Care must be taken not to introduce any polluting substances into the water supply

18. Paths, roads, hedges and fences

18.1 It is the Committee's responsibility to maintain main roads in working order.

18.2 Paths or roads must not be obstructed and any manure or refuse put thereon must be removed within forty-eight hours.

18.3 Maintenance of any hedgerows is the responsibility of the plot-holder.

18.4. All hedges bordering on or forming part of their allotment should be properly cut and trimmed and ditches cleaned out and kept in working order.

18.5 The exceptions are such roads, hedges and ditches which the Committee have agreed to maintain in good order.

18.6 The paths between plots are a joint responsibility of the two neighbouring plot-holders.

18.7 These are not to be added to individual plots as land for cultivation.

18.8 Members must only fence off their plots in a manner sanctioned by the Committee,

18.9 Members must not use barbed wire without written permission from the Landlord, Cambridge City Council

19. Materials permitted and not permitted

19.1 Compost, manure and other soil conditioners can be brought on site for the sole purpose of improving the land.

19.2 No soil, sand mineral, gravel or clay may be taken from the site.

19.3 No rubbish is to be taken to or deposited on site. Specifically, no waste material, refuse, debris, spoil, carpets, tyres, trolleys, asbestos or rubbish is to be brought or kept on site for disposal.

19.4 The use of glyphosate-containing spray is not allowed on site.

19.5 Use of any wildlife-harming chemicals is also strongly discouraged.

20. Bonfires

20.1 You may light a bonfire but only to burn materials from your allotment. The only material you should put on a bonfire is plant material that will burn without excessive smoke or hazardous residue.

20.2 You must never burn rubbish or plastics.

20.3 You must always be present while a bonfire is alight.

20.4 You must extinguish the bonfire before you leave the allotment.

20.5 Bonfires should not cause an obvious nuisance to external residents nearby. More specifically avoid lighting a fire when the wind direction will carry smoke towards neighbouring houses and when Cambridge United has a home game.

21. Cars

21.1 Cars are allowed on site only in their owner's presence.

21.2 No car should be left parked on site overnight.

21.3 Caravans or movable dwellings are not to be placed on the land.

22. Dogs

Dogs must be kept on a leash at all times

23. Livestock

No poultry or other animals shall be kept on the allotments without the Committee's written consent.

For all Council regulations on the keeping of livestock see the lease, Section 6.14

24. Tenants unable to work

24.1 The Committee may arrange for the care of the allotment of any member, who, through ill-health or other cause, is unable to work it, or may arrange to re-let the plot.

24.2 Downsizing is available at any point.

25. Use of land

25.1 The land can only be used for growing vegetables, fruit, flowers and keeping hens, rabbits and bees (for guidance on regulations governing keeping of livestock see the lease, section 6.14),

25.2 The land should not be used for sleeping or residential purposes.

25.3. Any surplus land not required for allotments may be cultivated by the Committee for the benefit of the Society.

26. Offences and Disputes

26.1 Cases of any offence need to be brought to the Committee's attention immediately, who will call a meeting to deal with it at the earliest opportunity.

26.2 The Committee shall have the power to take such steps as they consider necessary.

26.3 An appeal from the decision of the Committee may be granted at a General Meeting upon written application signed by no fewer than 10 members.

26.4 Cases of disputes between two or more members shall be referred to the Committee, whose decision will be final.

27. Amendment of byelaws

No amendment of these byelaws shall take effect until it has been sanctioned by a General Meeting of the members, due notice of the proposed amendment being given in the notice convening the meeting.