CONDITIONS OF MEMBERSHIP

OF THE

BINSWOOD (Ex-Servicemen's) ALLOTMENT SOCIETY LTD.

Registered No. 8080 R.

1. Interpretation

a. 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.
b. When the circumstances so admit, the term "Allotment" shall be held to refer to any Holding or Garden rented from the Society.
c. "The Rules" means the Registered Rules of the Society.
d. "A Plot" is an area of land so designated by the committee, allocated to a member and includes half the width of each path of each side of the land area.
e. These guidelines are to be read in conjunction with the registered Rules of the society.

2. The Committee

a. The general management of the allotments shall be vested solely in the Committee. Should any matters rise 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 guidelines, 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.
b. A President can be selected and appointed by the Committee and shall serve a 5 year term. The purpose of the President is to be a figure head and provide consistency for the governance of the Society.
c. The Committee should meet to discuss issues relating to the allotments at least six times each year. A quorum is required to vote through decisions. In the event of a hung vote the Chair or Vice Chair will have the casting vote.
d. Officers or Committee members may be removed at any time by a resolution of the majority of the members present at any General meeting called for that purpose, subject to a quorum of 30 votes.
e. 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.
f. Any surplus land not required for allotments may be maintained by the Committee for the benefit of the Society.

3. Sub-Committees

The Committee of Management may delegate any powers which may properly be delegated to Sub-Committees.

4. Changes of Address

Any member changing his/her residential and email addresses shall notify the Secretary in writing within three days.

5. Membership

a. No person having allotments in any other registered association shall take possession of land in this Society unless there are vacant plots and then only at the discretion of the Committee. The Committee reserves the right to immediately take away any land obtained in contravention of this Rule.
b. Before taking possession of land, every tenant member (effective from 1st January 2026) shall pay the membership joining fee, any rent that is due, plus a returnable deposit of one's year's rent. The refund

may be in whole or part subject to clearance of the allocated plot to the Committee's satisfaction at the end of the tenancy.

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

6. Conditions of Tenancy

a. 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.

b. No tenant shall, without the written consent of the Society, cut or prune any tree (except fruit trees) or take, sell or carry away any soil, mineral, gravel or clay, or plant any tree (except fruit trees or fruit bushes).

c. No member shall bring:

- Any materials to the allotments other than those to be used in the cultivation, management and enjoyment of the allotment.
- Any materials brought to the allotment for use in its cultivation and management must be brought into use within a reasonable period.
- Tyres, carpet and hazardous materials of any kind are deemed unacceptable by the Committee and may be removed.

d. Members are responsible for the safe and proper disposal of any materials not needed for the proper cultivation and management of their allotment. All arisings from allotments must be composted within the confines of the members plot or disposed of appropriately at a local authority site.

e. Every member shall keep their allotment in a proper state of cultivation to the satisfaction of the Committee, and so kept and maintained, leave it at the termination of their tenancy.

f. New fruit trees or bushes must not hang over the pathways or an adjoining allotment. They must be planted so that the canopy of the mature tree will be entirely contained within the member's plot, excluding the paths.

g. Members are permitted to erect temporary structures.
   - a shed, (3m x 2.5m, height to eaves 2.5 metres) for the storage of tools and equipment needed for the cultivation, management and enjoyment of the allotment, and
   - a greenhouse, (max 4m x 3m, height to eaves 2.5 metres) or polytunnel, (6m x 3m, height to eaves 2.5m), to be placed with due consideration to neighbouring members.

   Sheds or greenhouses on half plots should not exceed 2/3 of the above floor areas.

h. Members are encouraged to arrange a system of water collection and storage on any sheds, greenhouses or polytunnels. Connections to mains water, sewage or electricity are not permitted.

i. Raised beds are permissible when constructed of wood or similar sustainable material. New beds of bonded brick or concrete block are not acceptable materials for this purpose.

j. Wells and bore holes are not permitted, any ponds must be securely fenced or covered to protect against accidents.

k. No installation of non-horticultural equipment such as bike sheds, fitness equipment, children's play or adventure equipment (sand pits, slides, or swings).

l. Members shall keep every path or track bordering their allotment in good repair. Paths or tracks must not be obstructed. No plot shall have a fence or hedge. Where plots are adjacent to a boundary hedge, the tenant is responsible for the maintenance of the boundary hedge. Border paths with a neighbouring allotment should remain grassed.

m. A member must not cause any nuisance or annoyance to the tenant of any other allotment or to the neighbourhood. No livestock shall be kept on the allotments. Bees can be kept only with the Committee's prior written consent. Dogs must be kept on a leash; owners are required to clean up after their pets and no dogs are to be kept on the allotments.

n. Bonfires should be kept to a minimum and managed in line with Local Authority Guidelines: https://www.warwickdc.gov.uk/info/20505/air_pollution/602/smoke_and_smoke_control_areas such as not to cause a nuisance to neighbours. Barbecues are permitted (unless drought/fire risk conditions prevail) but members must be in attendance during their use and fully extinguish the bbq before leaving. All food waste should also be removed after use.

o. Vehicles are not to be kept or garaged on any parts of the allotments.

p. No business or trade may be carried out by any member on any allotment.

q. Members are not permitted to reside on the allotments.
r. Members must ensure that tools and other personal equipment are kept safe and secure when not in use. The tenant acknowledges that the Society accepts no liability for loss or injury.
s. 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**.**
t. No encroachment or trespass shall be made by any tenant on his/her neighbour's allotment and no damage shall be done by any tenant to the property, or to the cropping on any of the allotments. Any damage done either by a member or person accompanying him/her 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. The Committee shall have the right to refuse admission to any person other than a tenant of the Society.
u. Cases of dispute between two or more members shall be referred to the Committee for resolution whose decision shall be final.
v. Ditches are for land drainage to prevent flooding and are to be kept clear.
w. Gate codes should not be divulged to non-members or contractors.

7. Payment of Rent

a. Every member shall pay his/her rent by 31st January each year. This shall be non-refundable. If rent still remains unpaid after this date, an extra charge of £5 per plot will be due and payable. If the rent still remains unpaid 40 days after this date, the Committee will assume that the tenant or tenants no longer have any interest in the allotment and may re-let the allotment without any further warning. The above rule will be strictly enforced by the elected Committee.

b. No tenant in arrears with his/her rent shall be allowed to remove from his/her allotment any crops growing thereon, implements, stock or other property whatsoever.

8. Termination and Expulsion

a. The Society or the tenant may at any time terminate the tenancy by giving one calendar month's written notice.

b. 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 guideline, if there is another approved applicant available who is willing to take over the allotment.

c. The Society may determine 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 of which such allotment forms a part.

d. The Society shall have the right to re-enter and take possession of the allotment and to terminate the tenancy of any tenant who does not keep his/her allotment cultivated to the satisfaction of the Committee, and to re-let the allotment.

e. Upon the termination or notice of termination of the tenancy of any 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 twenty eight days of such termination or notice of termination. He or she shall also make good any defect to the allotment caused by such removal. In case of default by the tenant, the Society may remove such crops, trees, bushes, buildings, stock or other property and charge the resulting expenses to the tenant.

f. 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.

9. Offences

a. In the case of any member who fails to comply with these guidelines the Committee may take such action as they deem necessary to deal with the situation. An appeal from the decision of the Committee may be granted upon written application and signed by not less than ten members.

10. Amendment of Guidelines

No amendment of these guidelines shall take effect until it has been sanctioned by a General meeting of the members. Due notice of the proposed amendment shall be given in the notice convening the meeting.

11. Dissolution

If the committee by simple majority decides at any time on the grounds of expense, or otherwise, that it is necessary or advisable to dissolve the Society it shall call a Special General Meeting of all members of the society. If such a resolution is confirmed by a simple majority of those present, at such a meeting the committee shall have the power to dispose of any assets held by or in the name of the society. Any assets remaining after meeting of any debts and liabilities shall be donated to a charity for the benefit of ex-service personnel.