

Horsell Allotment Association

Rules

1. The Association shall be called the "Horsell Allotment Association".
2. The objects of the Association shall be to carry on the business of hiring land for the purpose of letting the same as garden allotments to members of the Association, being inhabitants of Horsell and District, and shall include dealings in seeds, manures, garden implements etc. and to promote a good standard of horticulture in all its aspects among the members.
3. A President shall be elected at AGM for a three (3) year term. The President shall conduct the AGM. Vice-Presidents may be appointed by the Committee in recognition of services to the Association. A Vice-President may act for a President should the latter be unavailable.
4. The affairs of the Association shall be managed by a Chairman, Vice-Chairman, Secretary, Treasurer and a Committee. All of these appointments will be subject to annual election at the AGM.
5. The Committee shall consist of ten (10) members, included within that number are the Chairman, Vice-Chairman, Secretary and Treasurer. Five members shall form a quorum. Any officer or member of the Committee may be removed by Resolution of the majority of members present at a General Meeting called by notice containing an intimation of the intention to propose such Resolution. In the event of a casual vacancy occurring, the Committee shall have power to co-opt a member to fill a vacancy up to the next Annual General Meeting. The President and Vice-Presidents shall be ex-officio members of the Committee.
6. The Annual General Meeting of the Association shall be held in February in each year at which Reports and independently examined accounts shall be submitted for the approval of the members and the officers for the ensuing year elected. A quorum at a General Meeting shall consist of twelve (12) members.
7. An Extra-Ordinary General Meeting of the Association shall be called by the Secretary on the requisition in writing of not less than twelve (12) members or on the instigation of the Committee. At least seven clear days' notice shall be given of every General Meeting and, in the case of an Extra-Ordinary General Meeting, the purpose for which it is called.
8. The Secretary shall keep a record of all meetings and minutes and shall arrange all meetings and other matters as instructed by the Committee.
9. The Treasurer shall keep the books of the Association and will receive all money and deal with all liabilities on behalf of the Association.
10. The Accounts shall be independently examined by two members of the Association, elected for that purpose at the Annual General Meeting. These two members shall not include Officers or Committee members of the Association. If no independent examiners may be found from within the Association, others may be appointed subject to approval at the AGM.
11. All plot rents and Association subscriptions for each calendar year are due on 1st January of that year. Any member whose rent and/or Association subscription shall be twenty-one days in arrear shall, in the absence of a reason satisfactory to the Committee, be served with a written notice determining their tenancy with immediate effect.
12. Members shall not sub-let or assign any plot of land held by them except with the previous sanction of the Committee signified in writing under the hand of the Secretary.
13. Termination of members' tenancies shall be by mutually agreed notice on either side except for provision under rules 11 and 15.
14. Payment of rent signifies acceptance of the Rules and Bylaws of the Association.
15. The Committee shall have power to expel without notice and without compensation, any member who, in the opinion of the Committee, shall be guilty of wilful damage, or who shall

fail to cultivate their holding in a satisfactory manner, or whose conduct is such as may, in the opinion of the Committee, be detrimental to the Association. Members will have the right to appeal and if requested, the right to be represented at such an appeal, against any decision made by the Committee. An appeal will be heard by two Vice- Presidents not party to the original decision to expel.

16. Members will be held fully responsible for the conduct, health and safety of any guests, family (including minors) or helpers they invite on to the site. Any actions that are detrimental to the Association, the site or other Members shall, for the purposes of the rules of the Association, be regarded as though conducted by the Member concerned, which may result in the termination of the membership and tenancy of that Member in accordance with Clause 15 of these Rules.
17. The Committee shall have power to decide the amount of the Association membership subscription and to fix the rent to be paid for the plots of land and to decide who shall be accepted as tenants and in respect of which plot or plots of land. The Committee shall also decide all matters that may arise as to meetings, speakers, purchases of requisites etc. and shall be empowered to deal with all matters of detail for the proper management of allotments and shall deal with all applications for transfer of plots and shall decide in the case of dispute as to the amount of compensation (if any) to be paid by the incoming to the outgoing member and shall settle all disputes which may arise between members of the Association. The decision of the committee shall be final, except that the same right of appeal as stated in rule 15 shall apply.
18. In the case of an equality of votes, whether on a show of hands or on a poll, the motion will be deemed to have failed and shall be referred to The Committee for future consideration.
19. Any Member entitled to vote at a General Meeting may vote by proxy. A Member present by proxy may not vote on a show of hands. The instrument appointing a proxy shall be signed by the appointer and must direct the proxy as to the manner in which their vote is to be cast.
20. If, following agreement by the membership in meeting or other cause, it becomes necessary for the Association to be dissolved, all assets and liabilities shall be realised and any remaining asset or liability shall be apportioned equally amongst the plotholding membership of the Association as at the date of the decision to dissolve the Association.
21. The foregoing rules shall not be altered or added to except by a resolution passed at a General Meeting, called by notice in which particulars of the proposed alterations or additions shall be given.
22. The Committee will be empowered to deal with all matters not covered by the rules.

Dated 10th February 1999 Amended 2 February 2005, 8 February 2006, 14 February 2007, 3 March 2010

Definitions in use throughout this document:

Full members are deemed as those who rent plots from the Association for the purposes of cultivation. Full members are eligible to vote in Association meetings.

Associate members are those on the waiting list and others entitled to use the Trading Hut. Associate members are ineligible to vote in Association meetings.

Bye-Laws

1. Huts will not be allowed unless of approved design and placed on approved perimeter sites.
2. Motor vehicles to be parked in the car park only and entry to the main paths is only permitted by arrangement through a Committee member for vehicles carrying or pulling trailers, containing significant loads such as manure.
3. Bonfires may only be lit during the period 1st October to 31st March. All material must be dry and due consideration is to be given to neighbours. Where possible, material should be composted rather than burnt. The plot holder should not leave the fire unattended and water is to be on hand to extinguish the fire if required. The Committee have the power to extinguish any fires that do not conform to these or Council guidelines. Transgression of this by-law can be dealt with by the Committee under the terms of rule 15.
4. In order to control club root disease ALL roots of brassicas, when lifted, must be burnt on individual plots or removed from site.
5. Plot holders should report any loss of produce, tools etc. to the Committee who will be empowered to take whatever action they deem necessary.
6. No dogs are allowed on site with the exception of guide and assistance dogs.
7. Hedges will be the responsibility of adjoining plot holders.
8. Permission for lopping trees must be obtained from the Committee Secretary.
9. Water may only be obtained by bailing out.
10. Plot holders are responsible for the maintenance of adjoining paths and edges.
11. Glazed frames must not exceed 2 feet in height.
12. Plot holders are required to assist with hedging and ditching annually during the Autumn/Winter. The date will be notified to all plot holders and representatives of the Committee will supervise the work. Plot holders should assemble at the Trading hut with their own tools. Cultivation of plots is not permitted during the work period.
13. No trees or saplings shall be planted, but the usual soft fruits, such as gooseberries, blackcurrants, raspberries, logan-berries etc are permitted.

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