

# Whitehill Allotment Society Limited

Register No 12585 R. Cambs

## Membership Card and By-Laws

### I. General

#### 1. Interpretation

- (a) "The Committee" means the Committee of Management of the Association elected at the Annual General Meeting or otherwise appointed in accordance with the registered rules of the Association.
- (b) When circumstances so admit the term "Allotment" shall be held to refer to any holding or garden rented from the association.
- (c) "The Rules" mean the registered rules of the association.

#### 2. Powers of Committee

The general management of the allotments shall be vested solely in the Committee. Should any matters arise which are not specially provided for in any agreement for the time being in force between the Association and a tenant, or in the rules of the Association, or these by-laws, 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.

#### 3. Sub-Committees

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

#### 4. Changes of Address

Any member changing his address shall at once notify the secretary in writing.

### II. Letting of Land

#### 5. Approved Applicants

Allotments shall be let only to members of the Association and to those whose applications are approved by the Committee. 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. Shares

Before taking possession of land every tenant member shall take up such number of share as may be required by the rules.

#### 7. **Sub-Letting**

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

#### 8. **Right of Entry**

The Association 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 Association or Committee.

#### 9. **Conditions of Head Lease**

Every tenant shall observe and perform all conditions and covenants contained in the lease under which the Association holds the land. No tenant shall, without the written consent of the Association, cut or prune any tree (except fruit trees) or take, sell, or carry away any mineral, gravel, sand, or clay, or plant any tree (except fruit trees and fruit bushes).

### **III. Rent**

#### 10. **Payment of Rent**

Before taking possession, every tenant shall pay 6 months' rent in advance on the days and at a time and place appointed by the Committee and to the Secretary or person authorised to receive it.

#### 11. **Removal of Cropping**

No tenant in arrear with his rent shall be allowed to remove from his allotment any crops growing thereon, implements, stock or other property whatsoever until full payment has been made.

### **IV. Management of the Gardens**

#### 12. **Cultivation**

Every member shall keep his allotment free from weeds and well manured and otherwise maintain it in a proper state of cultivation to the satisfaction of the Committee and so kept and maintained leave it at the termination of the tenancy.

#### 13. **Fruit Trees**

Fruit trees or bushes must not hang over roads or an adjoining allotment. They must be planted not less than the following distances from the adjoining allotments: bush pear, apple and plum trees, 5 feet; gooseberry, currant and other bush fruit, 3 feet. Only bush trees allowed.

#### 14. **Buildings and Wells**

Members shall not put up any buildings or erections without the written consent of the Association, and then only in accordance with plans which have been approved by the Committee. Wells or water holes must be protected to the satisfaction of the Committee, and must be removed at the end of the lease.

#### 15. **Paths, Roads and Fences**

A member shall keep in repair every path or road bordering his allotment and keep all hedges bordering on or forming part of his allotment properly cut and trimmed and ditches cleaned out and

in working order, except such roads, hedges and ditches which the Committee have agreed to maintain in good order. Members must only fence off their plots in a manner sanctioned by the Committee, and must not use barbed wire. Paths or roads must not be obstructed, and any manure or refuse put thereon must be removed within forty-eight hours.

#### 16. **Nuisances**

A member shall not cause any nuisance or annoyance to the tenant of any other allotment or to the neighbourhood. No poultry, pigs, pigeons, or other animals or birds shall be kept on the allotments without the Committee's written consent. Dogs are not permitted on the grounds except on leash.

#### 17. **Encroachment, Trespass and Damage**

No encroachment or trespass shall be made by any tenant on his neighbour's allotment and no damage shall be done by any tenant to the fences, gates or gateposts or to the cropping on any of the allotments. Any damage done either by a member or person accompanying him shall be assessed by the Committee, and the offender shall pay such sum to the tenant who has suffered the damage or to the Association as the Committee may determine. The Committee shall have the right to refuse admission to any person other than a tenant of the Association to any garden unless accompanied by the tenant member.

#### 18. **Tenants unable to Work**

The Committee may arrange for the care of the allotment of any member, who, through illhealth or other cause, is unable to work it, or may arrange to re-let the plot. Compensation, if necessary, to be paid, also charges for work done.

#### 19. **Surplus Land**

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

## **V. Termination of Tenancy**

#### 20. **Notice**

The Association of the tenant may, at any time determine the tenancy by twelve calendar months' written notice expiring on the 31<sup>st</sup> December in any year.

#### 21. **Changes of Tenancy**

The Committee may agree to relieve any tenant who desires to give up his allotment at a shorter notice than required in the preceding by-law if there is another approved applicant available who is willing to take over the allotment.

#### 22. **Determination of Association's Tenancy**

The Association 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 (or any part thereof) of which such allotment forms a part.

### 23. **Determination of the Tenancies by the Association**

The Association shall have the right immediately to re-enter and take possession of the allotment and to terminate the tenancy of any tenant, the payment of whose rent is in arrear for forty days, whether legally demanded or not, who does not keep his allotment cultivated to the satisfaction of the Committee or on breach of any of the tenant's agreements, and to re-let the allotment.

### 24. **Removal of Property**

Upon the determination of the tenancy of an 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 14 days of such determination and he shall make good any defect to the allotment caused by such removal, and in case default shall be made by the tenant the Association may remove such crops, trees, bushes, buildings, stock or other property and charge the expenses of such removal and defect to the tenant, who shall upon demand pay to the Association the amount of such damage and expense.

## **VI. Compensation**

### 25. **Untitled**

Before taking possession of land every member shall pay to the Association or to the outgoing tenant (whichever may be agreed) any charges due in respect of ingoing, compensation, adaptation or other matters.

### 26. **Untitled**

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.

## **VII. Offences, Disputes, Etc**

### 27. **Offences**

In case of any member charged with an offence such charge must be sent to the Secretary in writing, who shall at the earliest convenience call a meeting of the Committee to deal with it. The Committee shall have power to take such steps as they consider necessary. An appeal from the decision of the Committee may be granted to the Annual or a Special General Meeting upon written application signed by not less than ten members.

### 28. **Disputes**

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

### 29. **Amendment of By-laws**

No amendment of these By-laws 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.