

CONSTITUTION OF CUTTESLOWE ALLOTMENT ASSOCIATION 2023

(Note this is a Revision of the 2022 Rules)

1) NAME & OBJECTIVES OF THE ASSOCIATION

The name of the Association is Cutteslowe Allotment Association. The objectives are:

- a. To promote the interest of the Members regarding the proper cultivation, good management and enjoyment of the allotments.
- b. To maintain and improve the facilities and the condition of the site and plots responsibly and to encourage and educate others to do the same.
- c. To respect the environment and the terms of the Lease with Oxford City Council.
- d. To work with Oxford City Council and the Oxford & District Federation of Allotment Association and other organisations in furtherance of our objectives.

The Trustees and the Committee

2) THE COMMITTEE OF THE ASSOCIATION

- a. It shall consist of the Officers: a Chair, a Secretary and Treasurer and at least three other members. These will be elected for the year by majority vote at the Annual General Meeting with a quorum of six.
- b. It shall have the power to appoint a member to fill any vacancy that may occur between AGMs or to co-opt non-voting Members. In exceptional circumstances, following seven day's written notice of a specific agenda item, Committee member(s) may be dismissed by majority vote at a General Meeting with a quorum of six.
- c. Its work shall be voluntary, unpaid and open only to members of the Association.
- d. It shall meet no less than three times a year and keep records of their meetings.
- e. It has the right to change the rules of the Association during the year by majority vote. The change of rules should be notified to all members in advance of the AGM and any objections will be given full consideration by the Committee. The changes must be ratified by the membership at the next AGM.
- f. It is charged with the responsibility to fulfil the Objectives of the Association.

3) THE TRUSTEES OF THE ASSOCIATION

- a. The terms of the lease between Oxford City Council and the Association require the appointment of trustees.
- b. Two Committee members, one of whom will be the Chair, and appointed as described above will be the Trustees.
- c. It is the responsibility of the Committee to identify the remaining trustee each year at its first meeting after the AGM and notify the authority of those identified as soon as possible thereafter.
- d. In the event of a Committee member who is also a trustee retiring between the AGM's the Committee may appoint another of their members as trustee until the next AGM.

4) MEMBERS OF THE ASSOCIATION

Members are required to pay an annual subscription and to sign a Members agreement. In return they have use of a specified plot for the year with responsibilities, laid out below. The committee will organise the subdivision of the plots but if there are more than two members to a designated plot only the first two named on the signed copy of the Membership Agreement can vote at general meetings, provided always that members with more than one plot and /share in more than one plot can only ever have one vote at general meetings.

5) CHANGES TO THE CONSITUTION

Changes to the Constitution and members' rules can only be agreed at the AGM.

6) DUTIES AND POWERS OF THE COMMITTEE

- a. It is charged with pursuing the objectives of the Association and managing and administering the site, the number and size of the allotment plots.
- b. It shall hold an Annual General Meeting where the accounts and annual report(s) shall be submitted, 21 days' notice shall be given of the date and place of the AGM.
- c. The annual subscription day shall be notified by email (or letter if appropriate) not less than 14 days prior to the day invoices being sent to members.
Special General Meetings may be called by the Committee or at least 10 members writing to either the Committee or a member of the Committee to request this.
- d. It shall maintain a bank account in the name of the Association. Invoices require the approval of the Treasurer plus one before settlement is to take place.
- e. Accounts shall be kept by the Treasurer and shall be available for inspection by Members at seven days' notice.
- f. An independent examiner shall review the accounts and report at the AGM. The examiner must not be a member of the Committee.
- g. In order to maintain the lease requirements from Oxford City Council regarding the maintenance of the Allotment site, the Committee (2 members minimum) will inspect allotment plots on a regular basis and address any specific complaints. Where plots do not meet the standards required by the Association (see pars 8 & 9) the Committee will:
 - i. Inform the plot member of the Committee concerns, with photographic evidence, the "**Improvement notice**".
 - ii. If, after a period of three weeks, it is clear no remedial action has taken place, or an agreed plan in place, a "**Warning notice**" will be sent giving two weeks notice for remedial action.
 - iii. If, after the two week warning period, there is inadequate remediation, then a "**Termination notice**" will be sent such that the member forfeits the plot, his / her membership, and the plot is allocated to another / new member.
 - iv. Note the member has the right to appeal to the Committee during this period to resolve the situation
- h. The Committee may terminate a membership of any member with 7 days' notice for stealing items or produce from a plot or site.
- i. If informed of a member's death or inability through ill health to cultivate an allotment plot, the committee will exercise its discretion in how to manage the plot.
- j. The Committee has the power to deal with complaints and will investigate a complaint made to the Secretary. Any member against whom a complaint has been made will be made

aware of the problem and has the right to respond in writing or put their case to the Committee in person.

7) CESSATION OF CUTTESLOWE ALLOTMENT ASSOCIATION

- a. If it becomes necessary to dissolve the Association, such a decision will be taken by a majority of the existing members at a special general meeting.
- b. Any unspent monies or grants that have been received from Oxford City Council or other awarding bodies shall be returned to the awarding body.
- c. Funds remaining after any lease fee or charges are repaid will be donated to a local charity decided at the special general meeting.
- d. Any facilities, materials, buildings owned by the Association will be transferred to the landowner, Oxford City Council, to be used by any new lease holder.

MEMBERS' RULES

8) GENERAL: the members agree to:

- a. Respect and obey the constitution of Cutteslowe Allotment Association
- b. Sign an annual Members Agreement (their agreement to the rules and pay the annual subscription within one month of the renewal date.
- c. Not sub-let all or part of their plot.
- d. Adhere to the cultivation protocol laid out in paragraph 9 below.
- e. New members will have a probation period of 12 months. Their plot is expected to be prepared for or growing produce: 25% within 3 months, 50% within 6 months and 80% by 12 months.
- f. Not be a nuisance to neighbours. Any complaints must be made in writing to the Chair.
- g. Only Members dogs are permitted on site and must be kept on a lease when not contained within the member's own plot.
- h. The entrance gate must always be kept locked after both entering and leaving the site. Giving keys to any non-member without permission / knowledge of the Committee will have their membership of the Association revoked.
- i. Petrol, oil, lubricants and any other inflammable liquid, chemicals and equipment must be stored safely at Member's own risk.
- j. Not trespass upon other plots, take crops, produce, implements, water or other items
- k. Children and young people under the age of 16 must always be supervised by an adult at all times and made aware of the dangers on the site and not allowed to disturb other members. The Association will not accept responsibility if children or young people are injured through non-compliance with the Rules within this constitution.
- l. To advise the Secretary of changes of address or contact details.
- m. Any member who is one month in arrears with their subscription shall be held to have ceased to be a member, unless explanation in writing of extenuating circumstances is received by the Committee. Failure to pay within the stated time and without informing the Committee will be taken that the person concerned no longer wishes to be a member of the Association and their plot will be offered for re-letting. Tools, equipment and sheds left on the plot after a one-month period will be disposed of by the Association and a charge for any excessive rubbish left on the plot may be levied.
- n. New members who join the Association six months after the subscription date may pay half the subscription for that year.

- o. Members will be requested to pay a refundable deposit for the key. If a key is lost, the member will be expected to pay for a replacement key. On termination of membership and return of the key, the deposit will be refunded.
- p. Members must give the Chair 7 days' notice of any items for the agenda of any General Meeting.

9) CULTIVATION PROTOCOL & PLOT HUSBANDRY

Cultivation protocol

- a. Members must ensure that their plot is managed in a way that keeps the plot in a reasonable state of cultivation. The definition of 'reasonable state of cultivation' is that 80% of the plot should be prepared for or growing produce during the main growing season (March to October). The other 20% is for members to use for sheds, compost bins/areas / water butts etc. This requirement does not apply during the winter period.
- b. Produce is defined as being vegetables or fruits for consumption by the holder. At Annex A is a list of permissible produce. If members wish to grow produce outside this list, they should apply to the committee – the committee welcomes recommendations and proposals. Note: Plants cannot be noxious or invasive. Brambles / blackberries must be grown within the boundary of the plot and to a height no greater than 6 feet.
- c. Proportionality. Notwithstanding the above, the Association expects holders to be proportionate in their balance of produce with a range of vegetables and also fruit if desired. Growing of flowers is permitted but should occupy no more than 10% of the plot.
- d. Only dwarf fruit trees (Root stock MM106) may be planted once members have obtained the written consent of the Committee. Fruit trees must be kept to max height of 4.0 metres and must fall within your plot boundary.

Plot husbandry

- a. Members should keep their plots weed free: (i) especially ensuring the need to minimise wind borne seeds, (ii) controlling weeds that might spread through the extension of roots or by generating new plants growing from tips in contact with the soil and (iii) removal of long grass or detritus that is likely to harbour pests. All weeds within the plot boundary, and on the plot's boundary fences, should be cut to ground level.
- b. Do not deposit weeds on any part of the site unless in a compost heap and not against any boundary fence.
- c. Keep adjoining pathways tidy and free of obstacles.
- d. Keep any sheds, greenhouses, fruit cages, fences (maximum height 1.5 metres) gates etc in safe repair.
- e. Fences should be of post and wire to a max height of 1.5 metres.
- f. Members must get the Committee's written approval for any installation of sheds or greenhouses confirming the size, materials and sitting of sheds or greenhouses. Installation should be built on shed lines where applicable and not impair or shade adjacent plots (half plots must also adhere to these conditions)
- g. Members must follow Oxford City Councils Code of Practice on Bonfires (see notice board)
- h. Members must not deposit any rubbish or building materials on their plot or the site.
- i. Members must not use any Total or Residual Weed killers or wildlife poisons on the plots or site. The use of vermin poisons may be used with restrictions and the approval of the committee.

- j. Water Usage.
 - i. The Association has mains water supply via Dip Tanks on the site, members are requested to use water from the Dip Tanks in a reasonable manner.
 - ii. The use of hosepipes, pumps or any modification to convey water to a plot from the Dip Tanks is forbidden.
 - iii. Water in the Dip Tanks must not be contaminated with any chemical, fertilizer or soil.
 - iv. The water supply to the tanks will be turned off from November to April each year.
 - v. The Committee reserves the right to apply a water levy to all members should the cost of providing mains water too expensive.

Maintaining high standards

It is the role of the Committee to ensure that we, as an Association, maintain standards that ensure that we can enjoy our cultivating our plots in a harmonious environment which is why the Committee will undertake frequent plot inspections and follow the procedure as laid out in paragraph 6g.

10) WORK PARTIES

- a. The Association holds work parties to ensure our site is well maintained. There will be four Membership Work Parties each year. All members are required to attend at least two Work Parties and spend two hours per work party assisting.
- b. Members can opt out of this requirement at the start of the year but will be required to pay a £20.00 'Opt Out Levy' at the same time as their annual subscription fee is paid. Failure to attend at least two Work Parties or alternatively pay the 'Opt Out Levy' will result in membership being revoked.
- c. Members over the age of 70 are most welcome to join work parties but will not be expected to undertake work party tasks unless they so wish or pay the 'Opt Out Levy'. Any members with health issues that may preclude participation in work parties should contact the Committee in advance of the work party dates.

Annex A to the Cutteslowe Allotment Association Constitution

Produce acceptable to the Cutteslowe Allotment Association.

This list from the [Vegetarian Society](#) outlines the produce the Association is content for members to grow. Any produce outside this list will require written consent from the Committee. Note: the repetition of produce reflects likely / recommended growing periods.

| | Fruit | Veg |
|-----------------|---|--|
| January | Apples, Pears | Beetroot, Brussels Sprouts, Cabbage, Carrots, Celeriac, Celery, Chicory, Jerusalem Artichokes, Kale, Leeks, Mushrooms, Onions, Parsnips, Spring Greens, Spring Onions, Squash, Swedes, Turnips |
| February | Apples, Pears | Beetroot, Brussels Sprouts, Cabbage, Carrots, Celeriac, Chicory, Jerusalem Artichokes, Kale, Leeks, Mushrooms, Onions, Parsnips, Purple Sprouting Broccoli, Spring Greens, Spring Onions, Squash, Swedes |
| March | Rhubarb | Artichoke, Beetroot, Cabbage, Carrots, Chicory, Leeks, Parsnip, Purple Sprouting Broccoli, Radishes, Sorrel, Spring Greens, Spring Onions, Watercress |
| April | Rhubarb | Artichoke, Beetroot, Cabbage, Carrots, Chicory, New Potatoes, Kale, Morel Mushrooms, Parsnips, Radishes, Rocket, Sorrel, Spinach, Spring Greens, Spring Onions, Watercress |
| May | Rhubarb, Strawberries | Artichoke, Asparagus, Aubergine, Beetroot, Chicory, Chillies, Elderflowers, Lettuce, Marrow, New Potatoes, Peas, Peppers, Radishes, Rocket, Samphire, Sorrel, Spinach, Spring Greens, Spring Onions, Watercress |
| June | Blackcurrants, Cherries, Gooseberries, Raspberries, Redcurrants, Rhubarb, Strawberries, Tayberries | Asparagus, Aubergine, Beetroot, Broad Beans, Broccoli, Cauliflower, Chicory, Chillies, Courgettes, Cucumber, Elderflowers, Lettuce, Marrow, New Potatoes, Peas, Peppers, Radishes, Rocket, Runner Beans, Samphire, Sorrel, Spring Greens, Spring Onions, Summer Squash, Swiss Chard, Turnips, Watercress |
| July | Blackberries, Blackcurrants, Blueberries, Cherries, Gooseberries, Greengages, Loganberries, Raspberries, Redcurrants, Rhubarb, Strawberries | Aubergine, Beetroot, Broad Beans, Broccoli, Carrots, Cauliflower, Chicory, Chillies, Courgettes, Cucumber, Fennel, French Beans, Garlic, Kohlrabi, New Potatoes, Onions, Peas, Potatoes, Radishes, Rocket, Runner Beans, Samphire, Sorrel, Spring Greens, Spring Onions, Summer Squash, Swiss Chard, Tomatoes, Turnips, Watercress |

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| August | Blackberries, Blackcurrants, Cherries, Damsons, Greengages, Loganberries, Plums, Raspberries, Redcurrants, Rhubarb, Strawberries | Aubergine, Beetroot, Broad Beans, Broccoli, Carrots, Cauliflower, Chicory, Chillies, Courgettes, Cucumber, Fennel, French Beans, Garlic, Kohlrabi, Leeks, Lettuce, Mangetout, Marrow, Mushrooms, Parsnips, Peas, Peppers, Potatoes, Pumpkin, Radishes, Rocket, Runner Beans, Samphire, Sorrel, Spring Greens, Spring Onions, Summer Squash, Sweetcorn, Swiss Chard, Tomatoes, Watercress |
| September | Blackberries, Damsons, Pears, Plums, Raspberries, Rhubarb, Strawberries | Aubergine, Beetroot, Broccoli, Brussels Sprouts, Butternut Squash, Carrots, Cauliflower, Celery, Courgettes, Chicory, Chillies, Cucumber, Garlic, Kale, Kohlrabi, Leeks, Lettuce, Mangetout, Marrow, Onions, Parsnips, Peas, Peppers, Potatoes, Pumpkin, Radishes, Rocket, Runner Beans, Samphire, Sorrel, Spinach, Spring Greens, Spring Onions, Summer Squash, Sweetcorn, Swiss Chard, Tomatoes, Turnips, Watercress, Wild Mushrooms |
| October | Apples, Blackberries, Elderberries, Pears | Aubergine, Beetroot, Broccoli, Brussels Sprouts, Butternut Squash, Carrots, Cauliflower, Celery, Celery, Chestnuts, Chicory, Chillies, Courgette, Cucumber, Kale, Leeks, Lettuce, Marrow, Onions, Parsnips, Peas, Potatoes, Pumpkin, Radishes, Rocket, Runner Beans, Spinach, Spring Greens, Spring Onions, Summer Squash, Swede, Sweetcorn, Swiss Chard, Tomatoes, Turnips, Watercress, Wild Mushrooms, Winter Squash |
| November | Apples, Cranberries, Elderberries, Pears | Beetroot, Brussels Sprouts, Butternut Squash, Cabbage, Carrots, Cauliflower, Celery, Celery, Chestnuts, Chicory, Jerusalem Artichokes, Kale, Leeks, Onions, Parsnips, Potatoes, Pumpkin, Swede, Swiss Chard, Turnips, Watercress, Wild Mushrooms, Winter Squash |
| December | Apples, Cranberries, Pears | Beetroot, Brussels Sprouts, Carrots, Celery, Celery, Chestnuts, Chicory, Jerusalem Artichokes, Kale, Leeks, Mushrooms, Onions, Parsnips, Potatoes, Pumpkin, Red Cabbage, Swede, Swiss Chard, Turnips, Watercress, Winter Squash |