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**Southampton Road Allotments Association Constitution & Charter**

 **Formal Constitution**

1. **General.** The SRAA was formed in March 2012, but did not have a Constitution; this document, produced in 2022, will address this omission.
2. **Contents.**
	1. Purpose of the allotments;
	2. Access restrictions;
	3. Committee structure and appointments;
	4. Meetings, including the AGM;
	5. Relationship to Alderbury Parish Council and Licence with the landowner;
	6. Applications for allotments and data storage.
	7. Annual tenant contracts; process and changes;

Annex: Charter, annex to the tenants’ contracts for signing on first contract, and by all on annual renewal.

**Purpose of the Allotments**

1. SRAA members must be resident in the Parish of Alderbury; if they move, they lose the right to have an allotment and must hand it back to the SRAA for reallocation. Members are required to cultivate and to maintain their plots efficiently, with regular weeding and replanting.
2. Use of the site for commercial gain (e.g. as a market garden) is prohibited; those found to be misusing a plot are at risk of having their contract terminated.
3. Tenants must respect the rights of others, including the owners of adjoining properties, the farmer, and contractors working on the site, or using it for access.

**Access Restrictions**

1. There are two gates, padlocked with a 4-number code; this code is not to be given to any non-member, except to other trusted persons who may visit to tend to the plot.
2. The padlock code is to be changed on a regular basis, and will be notified to members by email (or by written note for non-email users).

**Committee Structure and Appointments**

1. The SRAA Committee is composed of SRAA members who tenant an allotment on the site; if their contract is cancelled (by them or by the Committee), their appointment on the Committee will lapse.
2. The following appointments are to be made and confirmed at each AGM:
	1. Chair;
	2. Deputy Chair (representing Alderbury Parish Council (APC);
	3. Administrative Officer;
	4. Membership Secretary;
	5. Finance Officer;
	6. Site Warden/Maintenance;
	7. Health & Safety Officers (2);
	8. Additional APC rep.
3. Committee tasks are as follows:
	1. Enforcing the rules for tenanting SRAA allotments; ensuring all members can make the most of their plots.
	2. Deciding the annual contract payment for debate at the AGM, and issuing payment reminders with contracts/charters; receive payments and collate copies of signed contracts/charters.
	3. Administer the bank account, receiving and recording income; approving and recording expenditure; producing annual accounts for the AGM.
	4. Costing and arranging repairs to fixed installations; costing and arranging maintenance of SRAA-owned portable equipment.
	5. Convening meetings as necessary, issuing agendas and distributing minutes, after approval by the Chair; convening the AGM and distributing an agenda, previous minutes and accounts.
	6. Monitoring the condition of fences, gates etc and carrying out repairs when necessary.
	7. Maintaining the registry of plot-holders, recording applicants, and allocating vacant plots.
	8. Inspecting overgrown plots, advising tenants when necessary, and re-inspecting; issuing warnings to those whose plots do not improve.

**Meetings Including the AGM**

1. **Committee Meetings.** The Chair and Administrative Officer are to issue a two-month forecast of Committee meetings; all Committee members are encouraged to attend. Minutes of these meetings are to be circulated to all SRAA Committee members and to the APC representatives; a periodic Members’ Newsletter will summarise decisions.
2. **AGM.** This is to be convened with at least one month’s notice, notifying all members of the agenda, date/time/location; minutes of the last AGM and the last yearly accounts will be distributed at least one week before (paper copies to those not using emails). Every member (representing a single or half plot) attending can vote, using a simple majority. Minutes will be circulated, once approved by the Chair, to all members and to the APC representatives.

**Relationship to Alderbury Parish Council and Licence with the Landowner**

1. APC holds the Licence for the allotments to be on the site, for which it pays an annual fee to the landowner, reimbursed by SRAA; they are responsible for renewing it, and enforcing it through the tenants’ contracts. APC are expected to consult with the SRAA Committee before renewing the Licence, with enough time to revise it if necessary.
2. APC has a duty to consult with SRAA members if any change of use of the site, or other significant change, is likely. A minimum of eleven months’ notice is to be given for any such changes.
3. APC is responsible for monitoring any National or Local Legislation which may affect the Licence conditions, or anything affecting the use of the site.

**Applications for Allotments and Data Storage**

1. The Membership Secretary maintains a list of allotment-holders. Applicants should contact the Secretary through the SRAA’s email account; bids will be acknowledged and applicants will be notified if they are on the waiting list, or offered a plot. The Secretary or Warden will arrange to show the applicant any vacant plots, and record which plot is chosen. Details will then be added to the master list, and notified to APC.
2. **DPA and GDPR**. Allotment-holders’ email addresses and other contact details are not to be divulged to third parties; when a member leaves, their details are to be removed.

**Annual Tenant Contracts: Process and Changes**

1. Tenants’ Contracts are valid for one year and must be renewed when requested by the SRAA; the fee must be paid and a Tenancy Agreement sent to APC before the contract is confirmed. Any tenant not wishing to renew is to notify SRAA in writing so that the plot can be offered to someone on the waiting list.
2. Once a contract is confirmed, the fee is non-returnable, apart from in exceptional circumstances. Contracts cancelled during the year will only be considered for a fee refund if the plot is suitable to be occupied by a new tenant.
3. The contract and fee will be reviewed by the Committee at its mid-point; any changes must be notified to SRAA members in the meeting’s minutes. Contracts and/or Charters will be issued for renewal approximately one month before the AGM, only those submitting a signed Agreement will be invited to the AGM.

**Rules for the Site**

1. SRAA members must conform to the conditions in their contracts. There are additional rules which detail members’ conduct, which are to be reviewed annually with the contract (see Annex A: SRAA Members’ Charter).
2. Members must ensure that visitors (e.g. other trusted persons working on a plot) are aware of these rules and conform to them.
3. Good relationships with house owners surrounding the site, with contractors and with local farmers, need to be maintained by all SRAA members. Any issues or conflicts are to be notified to the Committee as soon as possible.

**Annex to the SRAA Constitution: SRAA Members’ Charter Applicable to All Members and Visitors**(Revised: February 2023)

1. This Charter specifies the rules for using the allotments, and should be known by all members, and explained to any visitors, especially those whom plot holders’ request to periodically tend their plots.
2. **Overarching Principles.**
	* 1. All users must respect other members’ plots, residents of adjoining properties, and farm workers and building contractors; early or late working should be avoided.
		2. Risks must be kept to a minimum by careful use of equipment, and reducing hazards where possible.
		3. The site’s safety and security rules must be obeyed by plot-holders and visitors; the environmental impact of work, and waste disposal practices, must be considered: personal hygiene is important given the likelihood of rats’ and other droppings on the site.
		4. Members must keep their plots in good order, reducing the effect on other plots caused by excessive weeds or large composting piles. Those unwilling to do this risk the loss of their tenancy.
		5. Specific rules for bonfires, watering, tree maintenance and building structures are to be applied.
		6. Any breach of this Charter, any incidents and identified risks which could result in injury, are to be reported in writing to the Committee as soon as possible.
3. **Site Safety.** Safety of all users and visitors is paramount, and any incidents causing injury, near misses or potential hazards must be reported to the Committee for subsequent review; examples are:
4. Malfunctioning gates, locks, water taps, fence posts or wiring etc.
5. Unsafe ground causing trip hazards.
6. Overhanging trees, branches, especially any possibility of them falling onto the site.
7. The Health & Safety Officers will maintain two first aid kits on site and amend/circulate safety instructions when necessary; any items removed from a first aid kit are to be reported for replacement. Any incidents, near-misses or potential hazards are to be reported to the Safety Officer as soon as possible, to be discussed at the next Committee meeting.
8. Members must bring their own prescribed medicines or other items, as none will be provided on site.
9. **Site Security** **and Precautions.**
10. Both entrance gates must be left unlocked on entry to allow for potential emergency vehicle access; conceal the padlock code.
11. On leaving the site, both gates must be re-locked; members should ensure that no one is still within the site when they lock the bottom gate.
12. Any unauthorised visitors seen by allotment holders should be questioned and details passed to the Committee.
13. Members are advised to carry a mobile phone when visiting the allotments, also telling someone what time they expect to leave the site. Phones can be used to summon help on emergency numbers, and to ask others to assist in meeting medical staff at the gate.
14. **Care of the Environment.** Members should be aware of potential environmental damage caused by contamination with unsafe materials and fluids. All such material must be removed and placed in waste containers away from the site. Fuel must be stored in appropriate containers.
15. **Hours of Visiting.** Members are requested to limit noise and disruption to neighbouring residents early in the mornings and late at night.

10. **Use of the Site.** Tenants may grow fruit, flowers and vegetables on their plots, but may not keep bees, birds, nor other animals; dogs are allowed only on a lead and owners must remove any excrement from anywhere on the site, including from the car park and the access track. Fruit and vegetable produce on each plot is owned by that allotment holder; it must not be removed without the owner’s permission. Tenants must ensure that their plots are maintained in good order and do not accumulate unstacked weeds nor grass clippings.

11. **Bonfires.** In Spring & Summer, these should be lit in the evenings and fully extinguished before leaving the site. Embers are to be raked before dousing with water. Fires must be controlled to ensure minimum inconvenience to other site users and to neighbouring residents.

12. **Vehicle Parking.** Members are asked to use the car parking area. Vehicles should not be parked on the pavement outside the site, only on the road if essential; the gate must not be obstructed, and cars should not be parked close to the entrance, where they would obstruct vision for exiting drivers. Parking in the car park is at the owner’s risk, no claim can be made against the SRAA.

13. **Watering Plots.** Watering should be limited to planted areas or growing crops, avoiding areas of weeds or grass, which may affect other plots. Hoses should not be left on when the user has left the site. Collection of rainwater in water butts is encouraged to reduce mins water usage.

14. **Trees and Structures.** Their height should be limited to below 2 metres; trees should be pruned when dormant, and all cuttings burnt, or taken away from the site. Greenhouses, sheds etc must not impinge on other plots, nor obstruct the centre track. Sheds should be painted in neutral colours.

15. **Weeds and Wild Grasses.** Unkempt areas will encourage the proliferation of unwanted plants, which will spread to other plots by under-rooting or wind seed-spreading. Members must reduce this risk by regularly hoeing and skimming beds where weeds may thrive, removing the waste; plot areas can be covered with material if not in use. Failure to clear plots of weeds and wild grasses may result in the forfeit of the allotment.

16. **Members’ Equipment.** Equipment such as mower, strimmer or rotavator should not be used unless the member has a thorough knowledge of its capability and handling. All use of this is at the Member’s own risk.

17. **Local Residents.** Good relationships with house owners surrounding the site need to be maintained by SRAA members. Any issues or conflicts are to be notified to the Committee in writing as soon as possible.

18. **Annual Signature.** Members will be asked to sign the Charter each year as they renew their contracts.