



# BONIFACE FIELDS ALLOTMENTS

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TOWN COUNCIL MEETING

REPORT 20/18

12 MARCH 2018

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The purpose of this paper is to ask Members to agree a Constitution for an Allotment Association that will manage the new Allotments in Boniface Fields and a Tenancy agreement for use between Allotment Holders and the Town Council.

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**No. DETAILS**

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**1) BACKGROUND**

- a) The lower of the two Boniface Fields can accommodate a minimum of 20 Allotments at 6x4 metres each and the marking out for them has now been completed.
  - b) Expressions of Interest Forms have been widely advertised with a closing date of 16 March and at the time of writing more than the number of Allotments available have been received.
  - c) Allocation arrangements were agreed by the Town Council in Minute 20/18 of its meeting of 12 February.
  - d) It is planned to invite all those allocated an Allotment through that process to a meeting on 26 March with an agenda that will include the setting up of an Allotment Association.
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**2) ALLOTMENT TENANCIES**

- a) The tenancy agreement for each of the allocated Allotments will be between the tenant and the Town Council on the basis of a signed contract that is an amended version of the existing document.
  - b) A draft of the contract is attached to this Report for Members' consideration.
  - c) Keys will be issued to Allotment holders once the contract has been signed and either a payment of £100 received or a signed Direct Debit based on monthly payments equal to an annual total of £100.
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**3) ALLOTMENT ASSOCIATION**

- a) The management of the Allotments will be the responsibility of an Allotment Association based on a Constitution agreed and monitored by the Town Council.
  - b) A draft for the proposed Constitution is attached to this Report for Members' consideration.
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**4) RECOMMENDATION**

Members are recommended to agree the draft documents attached to this Report for a Constitution for an Allotment Association and a Tenancy Agreement between Allotment Holders and the Town Council, subject to any amendments they wish to include.

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# **Ventnor Allotment Association**

## **Constitution**

### **Name**

1. The name of the group is the Ventnor Allotment Association called 'the Association' in this constitution. The Ventnor Allotment Association manages the St. Boniface Field Allotment Site on behalf of Ventnor Town Council for the benefit of the community in Ventnor.

### **Aims and Objectives**

- 2.1 To promote the cultivation of vegetables and fruit on the allotment site and to encourage the highest standards of cultivation, layout and landscaping.
- 2.2 To promote the benefits of allotment gardening in terms of physical and mental well-being.
- 2.3 To create a community spirit to provide the benefits of social interaction for individuals who otherwise might become socially isolated.
- 2.4 To encourage, support education and skill sharing between plot holders, new plot holders and the wider community.
- 2.5 As far as it is possible, to provide facilities to increase access to everyone in the community to allotment gardening and its associated recreational and social activities.
- 2.6 To further these objectives the committee may exercise the following powers;
  - To open a bank account in the name of the Association
  - To levy subscription/membership fees at a rate previously determined by the AGM
  - To hold regular meetings including an Annual General Meeting
  - To take out public liability insurance
  - To raise funds and receive contributions and make grant applications
  - To pay all necessary expenses involved in running the Association
  - Write, print or publish material about the Association's activities

### **Membership**

- 3.1 All plot holder, including joint plot holders, shall be members of the Association and shall remain so while they have a plot.

3.2 Each member who attends the Annual General meeting shall have one vote regardless of the size of their plot or how many plots they rent. People from the local community with gardening interests may become members but will not have voting rights.

3.3 Every member of the association shall pay an annual membership fee, payable on the first day of ....every year. The fee shall be paid to the Treasure within forty days of this date.

## **Expulsion**

4.1The Committee may expel any member who does not in its opinion adhere to the terms and conditions of the tenancy Agreement and/or the site rules. Provided that 28 days' notice of the intention to expel is given in writing to the member and an opportunity offered for the member to appeal to the Committee, the member may be represented at this appeal by an advocate.

4.2 If this appeal does not satisfy the member, they may appeal to an Emergency General Meeting called for this purpose

## **Officers and Committee**

5.1 The Association shall elect a Chair, Secretary and Treasurer.

5.2 The committee shall consist of five members including the above Officers. They shall be elected at each AGM. Retiring officers shall be eligible for re-election. Other Committee members can be co-opted as and when required, to be formally confirmed at the next AGM. In addition, the Committee will include an elected councillor from Ventnor Town Council.

## **Management Committee**

6.1 The Management Committee shall meet on a regular basis. Three attendees will form a quorum and shall have full power to superintend and conduct the business of the Association according to the terms and conditions of the site rules and shall in all matters act for and in the name of the Association. Every proposal shall be decided by a majority vote. If the votes are tied, the Chair shall have a casting vote in addition to his/her vote as a member.

6.2 Minutes shall be kept of all Committee Meetings which will be made available to members within 2 weeks of the meeting.

6.3 The Committee may appoint and delegate any of its powers to subcommittees. Where a subcommittee has been mandated by the Committee, the Minutes of any subcommittee shall be as valid and effectual as if they had been passed at a meeting of the Management Committee.

6.4 Any member of the Committee may call an Emergency General meeting with a specific agenda, giving fourteen days' notice to all members, but at such an Emergency General Meeting no other business than that specified may be considered.

6.5 Any member aggrieved by the action of the Committee may appeal to an Emergency General meeting, called for this purpose alone, and requiring the Secretary to give members 14 days' notice of this meeting to all members.

## **Finance**

7.1 The Management Committee shall open a bank account in the name of the Association in which shall be lodged all monies received on behalf of the Association. A minimum of three officers shall be signatories to the account, and all cheques and withdrawal must be signed by two signatories.

7.2 All monies arising from the general business of the Association and all contributions received shall be used for the advancement of the objectives of the Association.

7.3 No member will derive any financial benefit from the Association.

7.4 No payments will be made by the Association without a receipt being presented.

7.5 The Treasure shall keep accounts of the finances of the Association and present a financial statement at each committee meeting. Acceptance of the financial statement shall be recorded in the minutes.

7.6 The accounts shall be audited once a year by an independent auditor and shall be presented to the members at the Annual General Meeting.

## **Meetings**

8.1 The Annual General Meeting and other General or Emergency Meetings shall be held at such times and places as the Committee or General Meeting shall determine. The Secretary shall give 14 days' notice of the date, time and location to all members.

8.2 A quorum at any General Meeting is one third of the members and should include at least one Committee member.

8.3 The Annual General meeting and all other General meetings shall be under the direction and control of the Chair and be subject to the rules of the Association.

8.4 The Powers of the AGM shall be –

- To receive and approve the minutes of the previous years' AGM
- To receive a report from the Secretary of the Association's activities over the past year.
- To receive and approve the audited statement of accounts from the Treasurer
- To approve the level of subscriptions for the forthcoming year
- To elect Officers and Committee members.

## **Amendments to the site rules**

9.1 No new rules shall be made except at an AGM, EGM or General meeting nor shall any of the rules be amended or rescinded without the agreement of a majority of members present at such a meeting, provided that at least 14 days' notice has been given of the proposed new wording to amend, add or rescind any rule.

## **Amendments to the constitution**

10.1 Amendments to the Constitution shall be agreed by a majority of members present at an AGM, EGM or General meeting, provided that at least 14 days' notice has been given to the proposed new wording to amend the constitution.

## **Dissolution or termination**

11.1 If the Committee by a simple majority decides at any time that it is necessary or advisable to dissolve the Association, they shall call a meeting of all members of the Association with not less than 14 days' notice, stating the terms of the resolution to be proposed.

11.2 If such a resolution shall be confirmed by a simple majority of those present and voting at such a meeting, the Committee shall have the power to dispose of any assets held by or in the name of the Association.

Signed

Name

Date

Chair

Secretary

Treasurer

Committee Member

Committee Member



# VENTNOR TOWN COUNCIL

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## ALLOTMENT TENANCY AGREEMENT

2018

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THIS AGREEMENT made on the XX day of XXXX 2015 between Ventnor Town Council of 1 Salisbury Gardens, Dudley Road, Ventnor PO38 1EJ, ('the Council') and

XXXXX of XXXXXXXX ('the tenant') by which it is agreed that:

- 1) The Council shall let to the tenant the Allotment Garden situated at XXXXX and referenced as Allotment XX in the Council's Allotment Register.
  - 2) The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the XX day of XX/XX/2015 [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
  - 3) The tenant shall pay a yearly rent of £XX.XX which shall be payable on 1 April, and for every year after the first year of the tenancy the first instalment shall be due on 1 April. The rent will be subject to annual review.
  - 4) The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by [him/herself] and [his/her] family.
  - 5) The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
  - 6) The tenant shall be a member of Ventnor Allotment Association.
  - 7) During the tenancy, the tenant shall :
    - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
    - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
    - c) not keep livestock or poultry in the Allotment Garden
    - d) not use any weed killer or pesticide without the permission of the Council;
    - e) not erect any notice or advertisement on the Allotment Garden;
    - f) not bring to or keep animals in the Allotment Garden
    - g) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
    - h) the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
    - i) not fence the Allotment Garden without first obtaining the Council's written consent;
    - j) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
    - k) trim and keep in decent order all hedges forming part of the Allotment Garden;
    - l) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
    - m) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
    - n) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
    - o) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
    - p) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant
    - q) The tenant shall inform the Council of any change of his/her address.
  - 8) The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other Allotment Gardens let by the Council.
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- 9) The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
  - 10) The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
  - 11) The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
    - a) the rent is in arrears for 40 days or;
    - b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 7.
    - c) If the allotment remains unused and unkempt for a period of three months or more.
  - 12) If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
  - 13) The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
  - 14) The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
  - 15) On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant.
  - 16) Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Assistant Clerk.

Signed by

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The tenant

and

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Assistant Town Clerk

For and on behalf of Ventnor Town Council

Dated

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