



# WEST WICKHAM ALLOTMENTS LIMITED

Member of Bromley Allotments & Leisure Gardens Limited

**Company Number 12280542**

## **Company Rules**

### **1. Name.**

- i. The Company shall be called West Wickham Allotments Limited (hereinafter referred to as the Company).
- ii. It shall be a member of Bromley Allotments and Leisure Gardens Limited.

### **2. Amendments to the Company Rules and Allotments Tenancy Terms and Conditions.**

- i. The Company Rules should be read in conjunction with the Allotments Tenancy Terms and Conditions and the Company's Articles of Association.
- ii. The Company Rules may only be amended at an Annual General Meeting or at an Extraordinary General Meeting.
- iii. Any proposed changes to the Company Rules shall be notified to the membership by the Secretary by means of written notice as described in paragraphs 8 and 9 below no later than seven days prior to the date of the meeting.
- iv. The Allotments Tenancy Terms and Conditions are promulgated by the Bromley Allotments and Leisure Gardens Federation in conjunction with the Council of the London Borough of Bromley based on the lease granted by the Council for the allotment sites. The Company is therefore required to revise and update the Allotments Terms and Conditions of Tenancy in line with any changes notified by Bromley Allotments and Leisure Gardens Federation. The approval of an Annual General Meeting or Extraordinary General Meeting is not required to implement changes to the Allotments Tenancy Terms and Conditions.

### **3. Membership and Subscriptions.**

- i. Membership of the Company shall be open to all, but primarily to residents of West Wickham and of the Borough of Bromley. There shall be two categories of membership: Member and Garden Member.
- ii. Members shall be Plottolders with full voting rights. Garden Members have no voting rights but shall be entitled to attend Annual and Extraordinary General Meetings.
- iii. Applications to be a Member (Plottolder) must be made in writing to the Lettings Officer. Membership will only be granted after approval of the application by the Management Committee who may delegate such authority to the Lettings Officer.
- iv. Applications for membership as a Garden Member must be made to the Trading Secretary or his delegated alternate, with an annual subscription payable in advance by 31 December. This subscription shall be set by the Management Committee and shall not be reduced pro rata for part-year membership.
- v. Each Member (Plottolder) shall pay in advance an annual rent by 31 December, determined at an Annual or Extraordinary General Meeting for each individual plot or part plot for which s/he has signed a tenancy agreement. Any person who applies to take on a plot between 1 January and 31 December shall pay annual rent on a pro

rata basis, dependent on the date that the application is accepted, the size of the plot and its condition.

- vi. In accordance with Article 6 of the Company's Articles of Association, prospective Members will be required to sign a statement of guarantee and pay a guarantor sum of £1 to be available to the Company in the event of it being wound up whilst s/he is a Member or within one year after s/he ceases to be a Member.
- vii. By accepting membership of this Company, Members and Garden Members undertake to be bound by and abide by the Allotments Terms and Conditions of Tenancy and Company Rules, and any interim rules the Management Committee may introduce in the light of circumstances pertaining at the time.
- viii. The Management Committee shall be empowered to give 28 days' notice in writing of a termination of Membership (Plot Tenancy) or Garden Membership for which written reasons will be given. In the event of such written notice being given Membership (Plot Tenancy) shall terminate on the expiry of such notice.
- ix. The Management Committee shall have the right to suspend or withdraw membership from any person whose conduct, in the opinion of the Management Committee, is not conducive to the general wellbeing of the Company or who is in breach of the Allotments Tenancy Terms and Conditions.
- x. In the case of a Member who has failed to renew his/her tenancy by 31 January, it will be assumed that the Member has decided to terminate their tenancy and the plot will be re-let. The Member will need to remove no later than 7 February any items of equipment and personal belongings, including plants from the plot. Where such items are not removed as requested, the Management Committee shall have the right to dispose of them as they see fit and any monies accruing as a result shall be paid into the Company funds.
- xi. When a tenancy ends, the Member shall have 28 days to return his/her gate keys and obtain a refund of the key deposit by visiting the Trading Hut during opening hours.
- xii. In the event of termination of tenancy, Membership of the Company will terminate simultaneously but the Member's liability as a guarantor will continue for 12 months from the date of termination. The Member may recover the £1 guarantee up to two months from the first anniversary of the date of termination by visiting the Trading Hut during opening hours.
- xiii. Whilst any ex-Member may re-apply for membership in the normal manner, their application will be considered based on their previous record of plot cultivation and the existence of a waiting list.

#### **4. Management Committee.**

- i. The Management Committee shall consist of 12 Members comprising at least 2 but not more than 5 Directors. The quoracy for a Management Committee Meeting shall be 6 of whom 2 must be Directors.
- ii. Management Committee Members shall be elected at an Annual or Extraordinary General Meeting and the names of nominees with proposer and second for each nominee must be notified in writing to the Secretary no later than 14 days prior to an Annual or Extraordinary General Meeting.
- iii. The Secretary will notify details of each nominee, proposer and second to the Membership by means of a Notice on the Site Notice Board and an individual notice to each Member no later than seven days prior to an Annual or Extraordinary General Meeting. Directors are not required to be re-elected annually.

- iv. The Management Committee shall be empowered to co-opt a Member where this is considered necessary but that person must be formally elected in the manner detailed above at the first Annual or Extraordinary General Meeting held thereafter.
- v. For the purposes of a Committee Meeting, all Committee members have equal voting rights. A Director may appoint a Management Committee Member as their proxy in the event of the Director's absence.

## **5. Officers.**

- i. The Officers of the Management Committee shall consist of Chairman, Secretary, Treasurer, Trading Secretary and Lettings Officer.
- ii. Officers may only be appointed by an Annual General Meeting or an Extraordinary General Meeting.
- iii. Where a vacancy for an Officer arises, the Management Committee may appoint one of their number in an acting capacity to fill the vacancy until the date of the next Annual General Meeting or call an Extraordinary General Meeting for the purpose of filling that vacancy. Where the vacancy is filled in an acting capacity the person concerned must be formally elected by the membership in the manner described above at the next Annual General Meeting if he/she wishes to continue in that post.

## **6. Election of Officers and Management Committee Members.**

- i. Nominations for the positions of Officers and Management Committee Members shall be sent to the Secretary no later than two weeks prior to an Annual or Extraordinary General Meeting.
- ii. Only nominations which have been duly proposed, seconded and accepted by the nominee shall be eligible for election.
- iii. The Secretary will notify details of each nominee, proposer and second to the membership by means of a Notice on the Site notice board and individual written notice to each member no later than seven days prior to an Annual or Extraordinary General Meeting.
- iv. If necessary, Officers and Management Committee Members will be determined by an election. The ballot for election shall be a paper ballot held at the Annual or Extraordinary General Meeting. The ballot shall be supervised by two scrutineers appointed by the members from among those present at the Annual or Extraordinary General Meeting.
- v. There shall be no limit to the duration an individual may serve as an Officer or Management Committee Member of the Company but s/he must seek re-election annually. Where there is no other nominee for a post and the sitting Officer/Management Committee Member seeks re-election s/he will be automatically re-elected.
- vi. Where an Officer indicates that s/he does not intend to seek re election and wishes to step down at the next AGM and no nomination is received in accordance with these Rules for a replacement, then the sitting Officer shall be invited to continue in Office pro tem.
- vii. The Chairman or Secretary shall announce to the AGM that in accordance with these Rules an Extraordinary General Meeting will be convened no later than 28 days from the date of the Annual General Meeting for the purpose of electing an Officer to fill the post to be vacated. Nominations in accordance with the procedure set out above must be submitted to the Secretary no later than 7 days after the date of this Extraordinary General Meeting is announced.

## **7. Duties and Responsibilities.**

- i. Directors undertakings and responsibilities are stated in the Company's Articles of Association. The Directors of the Company will delegate responsibilities to the Officers of the Management Committee as described below.
- ii. All aspects of the financial administration and management of the Company to the Treasurer.
- iii. The letting, administration and management of plots to the Lettings Officer, Secretary and Chair.
- iv. The commercial operation of the Trading Shed to the Trading Officer and Treasurer.
- v. The general administration of the Company to the Secretary.
- vi. Expenditure must be approved by the Treasurer and at least one Director (if the Treasurer is also a Director then one other Director). Cheques must be signed in the same way.
- vii. The Officers and Management Committee Members shall discharge their duties to the best of their ability. They shall take an active interest in the Company Members, the affairs of the Company and the Site and shall appoint from within its numbers persons to be responsible for such duties as considered necessary for the continuation of its business.

## **8. Annual General Meetings.**

- i. Such meetings shall be held during the month of November each year. The Secretary will give notice in writing of an Annual General Meeting no later than 28 days prior to the date on which the meeting is to be held.
- ii. A minimum of 20 Company Members must be present at an Annual General Meeting for the Meeting to be quorate.
- iii. Any motion for discussion at an Annual General Meeting must be submitted in writing to be received by the Secretary no later than 14 days after the giving of notice of the meeting and must give the names, addresses and signatures of the persons proposing and seconding the motion.
- iv. The Secretary shall publish the full Agenda for the meeting no later than seven days prior to the date of the Meeting by means of a Notice on the site notice board and individual written notice to each Member in accordance with section 9 of the Allotments Tenancy Terms and Conditions.
- v. Nominations for the posts of Officers and Management Committee Members must be submitted to the Secretary in accordance with paragraph 6. above.
- vi. Voting will be carried out in accordance with clause 24 of the Company's Articles of Association.
- vii. In event that a member is unable to attend an Annual General Meeting in person then they may vote by proxy in accordance with clause 25 of the Company's Articles of Association.
- viii. If the votes cast for and against any proposal at an Annual General Meeting are equal, the Chairman or other Director chairing the meeting has a casting vote.

## **9. Extraordinary General Meetings.**

- i. Such meetings may be called on behalf of the Management Committee: (a) by the Chairman or Secretary supported in writing by at least two current Committee Members or (b) upon a written request from any Member addressed to the Secretary and supported by the names, addresses and signatures of no less than 10 Members of whom 5 must be present at any Extraordinary General Meeting convened for the meeting to proceed.

- ii. The request for an Extraordinary General Meeting shall clearly state its purpose and only that purpose shall be considered and discussed at any Extraordinary General Meeting convened as a result.
- iii. The Secretary shall publish the full Agenda for the Meeting no later than seven days prior to the date of the Meeting by means of a Notice on the site notice board and individual written notice to each Member in accordance with section 9 of the Allotments Tenancy Terms and Conditions.
- iv. Where an individual Member requests an Extraordinary General Meeting, the Management Committee reserve the right to require that person to meet any costs involved in convening and holding the meeting requested.
- v. In event that a member is unable to attend an Extraordinary General Meeting in person then they may vote by proxy in accordance with clause 25 of the Company's Articles of Association.
- vi. If votes cast for and against any proposal at an Extraordinary General Meeting are equal, the Chairman or other Director chairing the meeting has a casting vote.

#### **10. Financial Year.**

The Financial Year shall commence on 1 October of each year and end on 30 September of the following year. The Treasurer shall prepare an annual statement of the Company Accounts which shall be reviewed by an independent financial examiner and presented to the Annual General Meeting for approval.

#### **11. Insurance.**

The Company shall hold an appropriate level of insurance cover, to include for Public Liability Insurance and Indemnity Insurance for Directors, Management Committee Members and other relevant officers in accordance with clause 28 of the Company's Articles of Association.

#### **12. Notices.**

Any Notice required to be given by the Company or its Management Committee to a Member, and *vice versa*, shall be deemed to have been given if it is given in accordance with paragraph 9 of the Allotments Terms and Conditions of Tenancy.

#### **13. Property.**

- i. Only members of the Company may use the Company's property and no such property must be taken off the Site. Where there is evidence that such damage is wilful or due to negligent use of the equipment, the Management Committee reserve the right to seek recompense from the person using the equipment when the damage occurred.
- ii. Any equipment used must be returned to the storage point after use. Any damage to equipment must be reported immediately to the Secretary or Chairman. Members of the Company are not permitted to use mechanical equipment or machinery owned by the Company unless: (a) they form part of an authorised working party and (b) they have received appropriate instructions for use. It is the responsibility of the user to carry out a personal risk assessment before using such machinery with due regard to their own health and safety and that of other members of the Company, and to ensure that they wear protective clothing and masks, as appropriate.
- iii. Members are not permitted to store their own property in the Company's buildings, except for materials placed within the rentable lockers.

#### **14. Plot Allocation.**

Unless decided otherwise by the Management Committee in the light of circumstances pertaining at the time, no Member or household of a Member shall have tenancy of more than two plots at any time. Where an existing Member has tenancy of a plot s/he must apply as above to the Lettings Officer for an additional plot. Such application shall be considered by the Management Committee taking due account of the applicant's past record as a tenant and any other circumstances considered relevant, for example, the number of requests for plots from prospective new Members.

#### **15. Plot Inspections.**

- i. The Management Committee shall carry out Plot Inspections in April, June and October.
- ii. The Plot Inspectors will submit a report for the Management Committee's consideration following which the Management Committee will pursue action as they deem appropriate with individual members whose plots need attention. Interim plot inspections may be carried out by the Management Committee where there is a concern about the condition of a plot and adjoining pathway, and the Management Committee may contact those Members where remedial action is required, giving a date by which time this work needs to be completed.

#### **16. Honorary Membership.**

The Management Committee may recommend to the Annual General Meeting the granting of Honorary Membership to any member of the Company who, in the opinion of the Management Committee, warrants that distinction. The recommendation will be confirmed unless more than one quarter of the voting membership present at the Annual General Meeting oppose the recommendation. Payment by Honorary Members of the Company's annual rental fees shall be waived for a single plot. Honorary Members shall not be eligible for election as Officers or Management Committee Members of the Company and shall have no voting rights but shall remain subject to the Allotments Tenancy Terms and Conditions and these Company Rules.

#### **17. Rules, Members' undertakings and responsibilities.**

Each individual Member (Plotholder) of West Wickham Allotments Limited must:

- i. Abide by the Allotments Tenancy Terms and Conditions as well as any interim rules the Management Committee may consider necessary to introduce in the interests of the good management, safety, general maintenance of the Site and the care and wellbeing of members and integrity of West Wickham Allotments Limited.
- ii. Not to enter, or allow another person to enter, another person's plot, use their equipment/gardening materials or take away their produce without that person's express permission.
- iii. Take responsibility for the wellbeing, safety and conduct for the duration of their presence on the Site of any person(s) whom they may bring to the Site and who are not Members of the Company. Members are requested to keep any accompanying children under their control and not to allow them to enter other people's plots or participate in games which involve running or cycling around the Site.
- iv. Note that the site exists for the cultivation of produce and is not an area for general recreation and the walking of dogs. Members may bring dogs on site provided that (a) they pose no threat to other people on site, (b) any mess they make is cleared up and taken away (c) they are kept on a lead at all times and (d) they are not allowed to stray on to other members plots.

- v. Maintain the security of their gate keys (maximum 2) against a deposit per key, as determined by the Management Committee, returnable on termination of membership.
- vi. Ensure that they lock the gates immediately after entering and leaving the Site and not to attempt to enter or leave the site other than by means of the gates.
- vii. Not make bonfires from 1 April to 30 September inclusive each year. Bonfires must only be started at dusk and must not cause a nuisance to other plot holders, neighbouring residents or road users. Only non-compostable plant waste originating from the site may be burned. All other rubbish must be removed from the Site. Rubbish and other materials must not be brought to the Site for burning. Reference should also be made to the Company's Bonfire Rules which can be found on the Company's website.
- viii. Maintain their plot as described in the Allotments Tenancy Terms and Conditions. In particular, to ensure that: (a) the edges of their plot are maintained and of good appearance; (b) no planting is done within 0.25 metres of the edges; (c) no plants growth overhangs or encroaches upon the pathways; (d) no materials are left on the pathways; (e) glass and other potentially dangerous items must not be sited near the edge of plots; (f) no weedkiller is used on paths and edges.
- ix. Not without the written consent of the Company erect any building or structure above 1 m in height on the allotment garden. The only exceptions shall be (a) the erection of fruit cages which must be properly constructed and covered in netting and for which the Management Committee's written approval must be given and (b) the use of canes/posts for supporting fruit bushes, beans. Polytunnels or similar structures covered in polythene or similar materials are not permitted. The Member shall keep any structure on the allotment garden in good and safe repair.
- x. Accept that the Management Committee are empowered to regulate and control vehicular access to the Site and to close roadways on the Site as and when required for good reason without giving advance notice but wherever possible such notice shall be given. Members shall obey any restrictions imposed on the use of the roadways.
- xi. Use water on site in a responsible manner. The use of hosepipes, or any modification of such, to convey water to a plot from a standpipe or dip tank is strictly forbidden. Water from the dip tanks or standpipes is to be used only for the irrigation of plots and no other purpose.
- xii. Not to bring building materials on to the site which are (a) too heavy to be comfortably lifted by a single person and/or (b) excessive in their quantity to that extent that removal by the Company would prove arduous and/or costly. Where a Member is unsure of what arrangement is acceptable, they should contact the Lettings Officer. Where a Member or ex-Member does not remove such materials, following due notification as described in Paragraph 9 of the Allotments Tenancy Terms and Conditions, the Management Committee reserves the right to remove such materials and to charge the Member, or ex-Member if the plot has been given up, for the removal and disposal of such materials.
- xiii. Not bring the following materials on to the site: tyres, asbestos, railway sleepers, chemicals which are not recognised for horticultural use or more than 1 litre of fuel for mechanical tools
- xiv. Not to allow any fruit tree to become unmanageable or to exceed 2.5 metres in height or to cast a substantial shadow on another member's plots. Where a Member does not prune any such tree, following due notification as described in Paragraph 9 of the Allotments Tenancy Terms and Conditions, the Management Committee

reserves the right to prune the tree and to charge the member, or ex-Member if the plot has been given up, for the work done.

- xv. To return wheelbarrows to the storage area after use and to return other equipment to the Trading Shed.

**PLR**

**09/03/2020**