

Quinta Viewpoint Allotments.

Constitution & Members Rules of Quinta Viewpoint Allotments. (QVA)



Rules Adopted 29th of March 2023 at the 1st General Meeting.

waiting to be a Registered society under the Co-operative and Community Benefit Societies Act 2014
(company number xxxxxxx). Registered in England.

Registered office: 26 Corfe Crescent. Torquay. TQ2 7QX.

Welcome to Quinta Viewpoint Allotments. (QVA)

Issued To: _____

Plot: _____ **Date:** _____ **By:** _____

To be Affiliated to:
**The National Society of Allotment
and Leisure Gardeners Ltd.**
O'Dell House.
Hunters Road. Corby.
Northamptonshire.
NN17 5JE

www.quintaviewpoint.co.uk

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CONSTITUTION AND RULES – NAME, OBJECTS AND POWERS.

SPONSORSHIP RULES.

1. NAME.

1.1 The name of the organization shall be **QUINTA VIEWPOINT ALLOTMENTS Limited**. Hereafter referred to as the Society.

2. REGISTRATION.

2.1 The Society shall be registered under the Co-operative and Community Benefit Societies Act 2014.

3. REGISTERED OFFICE.

3.1 The Registered Office of the Society shall be at *26 Corfe Crescent, Torquay, TQ2 7QX*. In the event of any change in the situation of the Registered Office, notice shall be sent to the Registrar.

4. USE OF NAME.

4.1 The registered name of the Society shall be mentioned in legible characters in all business letters of the Society and in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Society and in all bills, invoices, receipts and letters of credit of the Society.
Any documentation or publication produced or statements made under the heading of the Society must be approved by its Management Committee or under powers delegated by it.

5. OBJECTS / POWERS OF THE SOCIETY.

5.1 The objects of the Society are to:

5.1.1 Manage the QUINTA VIEWPOINT allotment site.

5.1.2 Promote allotment gardening as a community resource; encouraging participation and membership.

5.1.3 By various means further the interests of members with regard to the proper cultivation, good management and safe enjoyment of the allotments.

5.2 The Powers of the Society are to:

5.2.1 Take measures to protect Members and the site against damage, trespass and theft.

5.2.2 Maintain the site and the facilities and if necessary erect, pull down, repair, alter or otherwise deal with any buildings thereon.

6. MEMBERSHIP.

6.1 Membership shall be open to the following persons and bodies who support the objects of the Society.

6.1.1 Plot Holding Members who have paid the appropriate annual subscription for their plot.

6.1.2 Associate Members, who by mutual agreement, share the use of a plot with a Plot Holding Member and who have paid the Associate Member subscription. A maximum of two associate members are allowed per plot. Associate Member status does not confer an automatic right to take over the plot when the Plot Holding Member resigns.

6.2 Allocation of Membership.

6.2.1 Membership shall be open to such persons as may be admitted by the Management Committee from time to time.

6.2.2 The Management Committee shall have the right to, for good and sufficient reason, reject an application for membership.

6.3 Extraordinarily, any member or associate member may be asked to relinquish their membership of the Association by resolution of a majority of members present at a General Meeting. In this event the member to whom the expulsion applied would have previously been given at least one verbal request by a spokesperson of the committee of management and at least one letter from the committee of management setting out the issue at hand and its referral to a General Meeting if not satisfactorily resolved within a reasonable and set time period.

6.4 A Member shall cease to be a member in the following eventualities:

6.4.1 The death of the Member.

6.4.2 The expulsion of the Member under Rule 6.3.

6.4.3 The withdrawal of the Member from the Society by sending notice in writing to the Society Secretary at the Registered Office of the Society.

6.4.4 The non-payment of subscription for a period of 40 days after it becomes due, terminates membership.

6.5 A member may withdraw from the Society by sending notice in writing to the Secretary at the Registered Office of the Society. Upon withdrawal, all sums paid by the Member on account of shares shall be forfeited and the Member's share shall be extinguished.

6.6 Proceedings on Death or Bankruptcy – Upon a claim being made:

6.6.1 The personal representative of the deceased Member; or

6.6.2 The trustee in bankruptcy of a Member who is bankrupt; or

6.6.3 The Office Holder to any property in the Society belonging to such a member. The Society shall transfer or pay property to which the office Holder has become entitled as the Office Holder may direct them.

6.6.4 A Member may, in accordance with the Act, nominate any individual or Individuals to whom his/her property in the society at the time of his/her death shall be transferred, but such nomination shall only be valid to the extent of the amount for the time being allowed in the Act. On receiving a satisfactory proof of death of a Member who has made a nomination the Society shall, in accordance with the Act, either transfer or pay the full value of the property comprised in the nomination to the individual or individuals entitled thereunder.

7. MEMBERSHIP AGREEMENT All members shall agree in writing, to;

7.1 Accept the rules of the Society and to abide by the terms and conditions therein.

7.2 Adopt plot and site management practices as set by the Committee of Management and agreed by a majority of Members at a General Meeting.

8. SHARES.

8.1 Every member admitted under Rules 6.1.1 and 6.1.2 shall hold one non withdrawable share, which is not transferable. The share shall have the nominal value of £1 payable in full by a member on joining the Society.

8.2 Couples who are joint plot holding members or joint associate members shall hold one share each.

8.3 One share shall be the maximum shareholding of any member.

9. VOTING RIGHTS.

9.1 Each member i.e. all plot holding members and associate members, shall be entitled to one vote at Society meetings.

9.2 Couples who are joint members or joint associate members shall be entitled to one vote each.

10. MANAGEMENT STRUCTURE AND ORGANISATION.

10.1 The Governance of the Society shall be vested in the Annual General Meeting whilst day to day management of the affairs and property of the Society is delegated to the Management Committee. Hereafter referred to as the Committee.

- 10.2 At the Annual General Meeting members shall elect a Chairman, Secretary and Treasurer for the Society and in addition, other members will be elected at the AGM, to fulfil other Committee roles such as are considered appropriate at that time. The Management Committee shall comprise of not fewer than five members and not more than nine.
- 10.3 Prior to each AGM all members shall be given the opportunity to stand as a candidate for a committee role. In the event of there being more than one candidate for a particular role the outcome shall be determined by a ballot of the members present at the AGM. Committee members shall be eligible to stand for re-election each year.
- 10.4 The Committee shall be able to co-opt any additional members to fill vacancies or additional roles, during the year.
- 10.5 Tenure of any post as a Committee Member shall be voluntary, unpaid and open only to Members of the Society. Arrangements will be put in place by the Committee for the reimbursement of appropriate and legitimate out of pocket expenses.
- 10.6 The Chair, Secretary, Treasurer and other elected members of the Committee shall keep accurate records of their dealings on behalf of the Society, which shall be available for inspection by Members.
- 10.7 A quorum for the Committee shall consist of 5 committee members including two of Chair, Secretary or Treasurer.

11. MEETINGS.

- 11.1 The Society shall in each year hold an Annual General Meeting at such time and place, as the Committee shall determine. Not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next.
- 11.2 The Committee may also convene further General Meetings as deemed necessary.
- 11.3 Members will be given at least 14 days notice of the Annual General Meeting and other General Meetings.
- 11.4 Special General Meetings may be called by either a quorum of the Committee, or by written request from a member which states the reason for the meeting and is signed by at least 25% of the membership. Such a request to be delivered to the Secretary. The business of the Special General Meeting will be restricted to items on the original request with no amendments being accepted. Details will be notified to members, along with notice of the meeting, at least 14 days prior to the meeting date.
- 11.5 No business shall be transacted at any General Meeting unless a quorum is present. The quorum at any General Meeting shall be 20% of the shareholding members including two of Chair, Secretary and Treasurer being present.

12. MEMBERSHIP SUBSCRIPTIONS

- 12.1 At the General Meeting / Annual General Meeting held nearest to and prior to December 31st in each year the Committee shall seek approval for any changes to the Membership Subscriptions due in the following January.
- 12.2 Membership subscriptions for the calendar year are due to be paid no later than 31st January. Failure to pay on time can lead to termination of membership under Rule 6.4.4.

13. FINANCIAL AFFAIRS

- 13.1 The Society is a non-profit making organisation and all surplus funds arising from the business of the Society shall be used for the furtherance of the objects of the Society.
- 13.1.1 The Society shall have the power to borrow money from its Members and others to further its objectives, providing the amount outstanding at any one time does not exceed £30,000.
- 13.1.2 The Society shall have the power to mortgage or charge any of its property including assets and undertakings of the Society, present and future and issue loan stock, debentures and other securities for money borrowed or for the performance of any contracts of the Society or its customers or persons having dealings with the Society.
- 13.1.3 The rate of interest on money borrowed, except on money borrowed by way of bank loan or overdraft or from a finance house or on mortgage from a building society or local authority, shall not exceed 5% per annum or 2% above the Bank of England base rate at the commencement of the loan, whichever is the greater.
- 13.1.4 The Society may receive from any person donations or loans free of interest In order to further its objectives but shall not receive money on deposit.
- 13.2 The shares held by members shall not carry any interest and shall not confer any right to dividend.
- 13.3 The Secretary shall register every issue or cancellation of shares by making an appropriate entry in the register of members relating thereto.
- 13.4 Upon withdrawal from membership all sums paid by the Member on account of shares shall be forfeited and the Member's share shall be extinguished.
- 13.5 The Committee may open Bank or Building Society Accounts in the name of the Society in which shall be lodged all monies received on behalf of the Society. These accounts shall be used to administer and record funds received and disbursed on behalf of the Society. Any funds available for term investment may be invested to earn interest with a Bank or Building Society on the recommendation of the Committee and on approval by a majority of members at a General Meeting.
- 13.6 At the conclusion of each financial year the Treasurer shall complete accounts and a balance sheet for presentation and approval at the Annual General Meeting. After approval the revenue accounts and balance sheet must be signed by the secretary and two committee members of the society acting on behalf of the society's committee.
- 13.7 Within the time allowed by legislation the Secretary will send to the Financial Conduct Authority an Annual Return of the Society's affairs (in the form prescribed by them) accompanied by the signed copy of the accounts and balance sheet, referred to in rule 13.6
- 13.8 Auditing of Society accounts and balance sheet:
- 13.8.1 The members shall vote annually, at each annual general meeting, as allowed by Section 84 of the Co-operative and Community Benefit Societies Act 2014. At the Annual General Meeting to have, when necessary in law or where the membership requires:

- An audit carried out by a qualified auditor.
- An audit carried out by two or more lay auditors.
- A report by a qualified auditor.
- Or unaudited accounts, where the conditions for such exist.

13.8.2 If a full audit or a report is required, a person who is a qualified auditor under section 91 of the Co-operative Community Benefit Societies Act 2014 shall be appointed. The qualified OR lay auditors, if so appointed, shall not be officers or servants OF THE Society and nor shall they be partners of, or in the employment of, or employ, an officer or servant of the Society. Lay auditors shall be chosen by the Committee of Management from the general membership and / or others.

13.8.3 If the membership votes for unaudited accounts, the society's income Expenditure ledger shall be scrutinised by the secretary and the Committee members only and signed, as a true record, by the Secretary and two Committee members or any other number as may be required by legislation. An income / expenditure report will be prepared to present to the Society's members at each Annual General Meeting.

14. COPIES OF RULES.

14.1 It shall be the duty of the Committee to supply free of charge to all members a copy of current rules which may be delivered by email or by delivery of a hard copy. Where a member has already been provided with a copy there may be a charge of up to £5 for a second copy (under s18 of the 2014 Act).

15. AMENDMENT AND APPLICATION OF RULES.

15.1 Changes to the rules of the Society (i.e. new rules made, rules amended or rescinded) may only be made at a General Meeting and when a majority of voting members who are present at the meeting approve the change.

15.2 No new rule or amendment of rule is valid until registered with the Financial Conduct Authority in accordance with the 2014 Act.

15.3 The Society shall be run in accordance with its registered rules.

16. INDEMNITY.

16.1 Every member of the Committee shall be indemnified by the Society against all losses and liabilities incurred by him in relation to the execution of his Office providing that nothing in this clause shall entitle him to any indemnity against liability arising through negligence or fraud or similar actions on his part.

17. DISSOLUTION

17.1 The Society may at any time be dissolved by the consent of three-fourths of the members testified by their signatures to an instrument of dissolution in the form prescribed in the 2014 Act.

17.2 If on winding up or dissolution of the Association any of its assets remain to be disposed of after its liabilities are satisfied, none of these assets shall be distributed among the Members but should be passed to a similar organisation.

Quinta Viewpoint Allotments.



Site Management Practices.

(Part 2 Members Rules)

Adopted At The 1st General Meeting Held on the
29th of March 2023 as referred to
in MEMBERSHIP AGREEMENT Rule 7.2
And For Use By Members Of.

Quinta Viewpoint Allotments.

Issued To _____ Date _____

Site _____ Plot _____

Official Website.

www.quintaviewpoint.co.uk

Replacement copy £5.00 each or free online.

1. Membership:

1. Every Member is on equal terms with all other members.
 - a) All Members are expected to assist the site representatives and Committee as much as possible for the benefit of all Members. on work parties in any one year.
 - b) All Members are expected to exercise their rights by attending the Annual General Meeting (AGM) and to share in the Administration of the Association if required.
 - c) Members must give notice of any change of contact details such as phone number or address to the Secretary or site representatives within fourteen (14) days of any changes.
 - d) Members are responsible for their guests at all times. Guests must always be accompanied by a Member unless advance notice has been given to a Committee Member.
 - e) Members are expected to keep their respective plots cultivated at all times to the satisfaction of the Committee and to keep their portion of footpath and cart path clear of weeds and rubbish. Footpaths to be trimmed & kept to the boundary lines & shall be a minimum of 30 inches (0.76m) wide (where possible). A clear plot number visible.
 - f) Members must not abuse communal resources such as grass cuttings, woodchip, seaweed, water etc.

2. Plot Cultivation:

- a) Non Cultivation: In the event of a Member(s) failing to maintain their plot/s to a satisfactory state of cultivation the Committee will issue a 'Non Cultivation' Letter. The Member(s) will have a Total of 4 weeks (28 days) in which to bring the plot back to a reasonable state of cultivation, provided that the weather is reasonable. Failure to comply within the 28 days may result in an 'Intention to Expel' letter. If the allotment holder shows substantial improvement within the 28 day period the notice may be withdrawn at the discretion of the Committee. However, If the plot is again considered unsatisfactory within a 3 year rolling period commencing from the date of the 'Non Cultivation' Letter, the Committee will issue an 'Intention to Expel' letter. In the event of this you will have 14 days to remove all personal property and vacate the plot.
- b) If you have difficulty maintaining your plot for whatever reason, please speak to your representatives or the Secretary.
- c) The Committee reserves the right to inspect any plot at any time or have an independent inspection without prior notice.
- d) Formal plot inspections by site representatives and/or senior committee members will be made every April, June, August and October to ensure plots are regularly maintained. If a problem is found a second opinion may be sought.

3. New Members:

- a) All new Members and anyone taking on a 2nd plot will be on probation for a twelve month period, pending plot inspections. It will be at the Committee's discretion if the tenancy is extended.
- b) All New Members will have "14 Days" from the invoice date to clear any outstanding invoice.
- c) New plot members may only cultivate a single plot in the first season & must meet the expected standards as set out in section 2 New plot Cultivation see "Plot Cultivation and Inspection Process"
- d) A gate key will be issued And an administration fee will be charged at the current rate to cover all admin fees and the cost of 1 key a 2nd key rent will be £10 all fees are non-refundable. Keys must be returned when you leave Quinta Viewpoint Allotments.

4 Security:

- a) All Members and guests must lock the access gates when entering and leaving the Allotment site.
- b) Members must not copy any keys or pass on any lock code. Copies must only be made by the Committee using a Master key. Any one found duplicating keys or passing on codes may be served with a notice to quit.

5. Subscriptions.

Member's annual subscription to the association shall be included in their annual plot rent. Payment of Rent is due on the 1st January and is payable on receipt of invoice and not before. If not paid by 31st January Membership will lapse with immediate effect and the plot re-let from 10th February. Payment must only be made to the Treasurer, who will issue an official receipt if requested and if an S.A.S.E. is provided. Members joining part way through a financial year will pay pro rata fees. If the plot is in poor condition, fees may be waived for a short time and the Committee to make a judgement on what is fair. New members are still eligible for annual Member's subscription and administration fees and key rents.

6. Allotment Use: Members or Guests must not:

- a) Injure or deteriorate the land in any way and not to sell or carry away minerals, gravel, sand, clay or soil from the Allotment land nor cut prune or carry away the timber on the land, save for the proper management of fruit trees etc. on their plot.
- b) Use their allotment plot or any part thereof as a Market Garden Or for profit or gain.
- c) Transfer, sub-let, part sub-let, assign or part with the possession of the allotment plot or any part thereof or obtain a plot in your name for someone else to use, directly or as a 2nd member.
- d) Fail to make "good use" of their plot in a growing season April to October.
- e) Remove produce, water, or other items from another Member's plot without the consent of that Member or, if it is a vacant plot, without the consent of the Committee Trespass on any plot, whether vacant or not.
- f) Demonstrate rowdy or unacceptable behaviour, disturb the peace, intimidate, or use offensive language or behaviour towards other Members of the Association in person or in writing Or electronically.
- g) Cultivate more than two individual plots unless permission from the Committee is obtained. Once there is a waiting list any one with more than 2 plots will be required to give up 1 plot at the end of that growing season.
- h) Use or erect barbed wire or razor wire between plots.
- i) Deposit or bury any pets, human remains/ashes or non-biodegradable items on any part of the land including but not limited to tyres, plastic, glass, and metal.
- j) Bring tyres for any use, Carpet or underlay onto the Allotment except for use as a compost cover. All tyres must be removed from all sites by 1st January 2024 at the plot holder's expense.
- k) Light a bonfire at any time from 1st May to 30th September inclusive and you must not create a nuisance to members of the public or other plot holders. You must have water ready to extinguish the fire if needed. Bonfires must not be left lit or unattended at any time & non-organic items such as plastic or tyres cannot be burnt. All fires must be fully extinguished before leaving them. Breach of this rule may result in eviction, or an individual ban on burning.
- l) Apply Weed killer using a spray on windy days, Weedkiller must only be applied via a watering can with a bar or rose. Don't use Weedol fast acting glyphosate weedkiller due to its effect on bees.
- m) Use shed, greenhouse, poly-tunnel or any other area of the plot or allotment site to store items unrelated to plant cultivation such as household goods, business tools, work related items, building materials, rubbish or stock for sale.

7. Animals:

- a) HENS: Members can keep a Maximum of 12 hens in total. Cockerels are not allowed on site. No more than 10% of the plot area can be used for the hens. Hens must not cause a nuisance to other plot holders, nearby residential properties, or persons. Members must follow RSPCA guidelines and not neglect the hens. Ensure they are fed, watered, kept healthy, disease-free & their housing regularly cleaned. Members must supply the Committee with the name and contact details of a

person who may be contacted to tend the hens if the Member, for whatever reason, is unable to do so. No other livestock can be kept on any allotment plot, except bees.

- b) **BEES:** Bees can be kept on an Allotment plot but must be tended by a member of the British Beekeeping Association and be suitably qualified and accredited with 2 years' experience, the member must provide their own Public Liability Insurance of not less than £5 million. Members must provide a copy of the certificate of insurance to the Committee. Written permission must be granted by the Committee before hives or any related items can be stored or installed on site. Arrangements must be made so that bees are forced to fly above head height when leaving the hive, which should be sited so that only the Beekeeper can approach them. Bees must not cause a nuisance to other plot holders, nearby residential properties or persons. Individual sections can vote not to keep bees on their section by a majority vote.
- c) 1. Site representatives or Executive members will check on livestock at regular intervals as part of the site management.
2. If potential neglect is identified a local expert or experienced keeper will be asked to review the livestock concerned. If concerns are confirmed, then without exception the RSPCA will be contacted and will be asked for advice and guidance on the removal of neglected or diseased livestock to other care. This is an action that will be taken only once.
3. Bees can be inspected by an inspector recognised by the BBKA in case of similar concern
4. A serious case or any further incidents of livestock neglect by the tenant will result in the removal of the rights and permissions to keep livestock. The rescinded permissions will not be reinstated.
- d) **Dogs:** Members may take their dog to the allotment, provided the dog is under control at all times (kept on a short lead) and remains on the Member's plot only. If a dog is aggressive, barking, or particularly nervous, then this might constitute a nuisance to others and you may be asked not to bring the dog to the allotment in future. All faeces must be removed immediately and disposed of appropriately, not in compost.
- e) **Wildlife:** The feeding of Gulls, Badgers & Foxes is prohibited. Feeding of all wildlife must be limited to Birdseed & suitable Peanuts with feeders placed in the Centre of plots and out of reach of rats and mice.
- f) The Communal ground is for Communal Events and the Communal shed is for use by members and must not become neglected or abused. You must take your rubbish and not leave it in the shed.

8. Planting:

- a) **Trees:** The permission of the Committee must be obtained prior to the planting of trees. Any such trees must be of a dwarf variety & maintained accordingly please refer to the separate guidance on fruit trees.
- b) **Flowers:** Members must not cultivate more than 25% of 'Cut Flowers' per individual plot or plots without written approval of the Committee who will then consult with Torbay Council. A wildlife area will count as part of the 25% non-cultivated area or Flowers.

9. Structures:

- a) **Sheds, Greenhouses, Poly-tunnels:** No structural alterations, extensions or new building works except for the erection of no more than 2 structures on any one allotment plot, (comprising 1 shed 8ft (2.44m) x 6ft (1.83m) and no higher than 3m at the apex or 2.5m pent roof AND either 1 greenhouse 8ft x 6ft or 1 poly-tunnel up-to (8ft x 6ft). Approval for each structure measuring no greater than above can be obtained from the committee and are permitted without the Council's prior written approval. Approval for a shed, greenhouse or poly-tunnel larger than the listed sizes should be first obtained from the Committee before applying to Torbay Council. Where a Shed, Greenhouse or Poly-tunnel exists on any given plot when let. It is the Member's responsibility to ensure the structure is kept in good order with ongoing maintenance or replacement and the structures must be left on site when a Member vacates the plot. If you wish to permanently remove an inherited structure you must get written permission. Only structures purchased and erected during the tenancy of the Member may be removed on vacating the plot. Greenhouses must not be erected against any other structure.

- b) Fences, raised beds or other constructions cannot be more than 60cm high where they border adjacent plots without the knowledge of the next door plot holder(s) and site representatives agreement.

10. CCTV, Video and Still Images:

CCTV or similar recording devices can only be used in line with current legislation. The camera(s) should be directed onto the member's own plot. Photographic evidence may be taken on any uncultivated plots by Committee Members to support claims of non-cultivation

11. Health and Safety:

The use of firearms, including airguns, bows, crossbows etc., on the allotment site, whether for hunting or target practice is strictly prohibited.

12. Disputes:

Any dispute that may arise shall be referred to the representatives and/or the Committee. Matters not covered in the member's rules shall be resolved by the Management Committee.

13. Evictions:

Any Member(s) that have been evicted for whatever reason are not allowed back on site. Any Member will automatically be evicted 28 days from the date of a Non-Cultivation Letter unless they have brought their plot to a reasonable state.

A letter of Intention to Expel is normally sent to give details of time allowed to remove belongings and vacate the plot. And this letter is final.

14. Vacating your plot:

If you wish to vacate your plot you must notify the Secretary in writing.

If a Member vacates their plot, the Associate (2nd) Member cannot automatically take over the plot. They may request permission from the Committee to take over the plot if they have been an Associate Member for at least as long as the longest person on the waiting list or 3 years or at the discretion of the committee. Upon vacating an allotment plot, all property belonging to the Member shall be removed by the agreed date. Any property remaining on the allotment after this date shall be deemed abandoned and will become the property of the association or disposed of. No refunds of rent paid will be given and the plot will be immediately re-let. The Association reserves the right to charge the Member for the cost of removal of any property, rubbish or litter left on the plot.

15. Useful Information:

Kings Seed catalogue will be available towards the end of August/September keep a lookout for it.

16. Working Parties

Everyone is expected to help on 'Working Parties' to help tidy up the Allotment Site or on Projects. Please look out on our website and notice boards for details. Tea & Biscuits may be on offer and it gives you the opportunity to meet other Allotment members. If you see a job that needs doing, let your rep know.

Your Site Representatives Name and Details:

Name: _____ **Plot No:** _____

Telephone number: _____

Our Constitution is available to view or download online at www.quintaviewpoint.co.uk

(Appendix 01)

Job Description: CHAIRPERSON.

The position of Chairperson is Honorary. The Chairperson will not receive remuneration of any form including Salary, Honorarium, Gratuity, or Payment in kind. The Chairperson must have the following attributes: selflessness, integrity, objectivity, accountability, openness, and honesty.

The overall role of the Chairperson is to:

- Maintain an overview of the Association's affairs.
- Ensuring that the affairs of the Association are conducted in the best interests of the members and to take the chair at any meeting of the Association.

General responsibilities:

- To ensure that the Association complies with its governing document and any other relevant legislation or regulations.
- To ensure that the Association pursues its objects as defined in its governing document.
- To ensure the Association applies to resources exclusively for the benefit of its members in pursuance of its objects.
- To safeguard the good name of the Association.
- To ensure the effective and efficient administration of the Association.
- To protect and manage the property of the Association.
- To ensure that only bona fide, paid up members are able to vote on any resolution at any meeting of the association.

Additional duties of the Chairperson:

- To ensure that there is a set agenda for any meeting of the Committee.
- To hold meetings of the Association committee of management at no greater interval than three months.
- To ensure a quorum of members is present at any committee, or General, meeting.
- To ensure that the business of any meeting is conducted in an orderly fashion.
- To be impartial and to ensure that a fair hearing is given to all sides when resolutions are put before any meeting of the Association.
- The Chairperson has a vote and a casting vote when voting on resolutions at any meeting. The Chairperson shall not use their vote if a resolution has been decided by the committee members present. Their vote will not be used to cause a tie in the voting for any resolution. Their casting vote only may be used to decide a resolution in the event of a tie in the voting by the committee members present.

(Appendix 02)

Job Description: Secretary.

The position of Secretary is Honorary. The Secretary will not receive remuneration of any form including Salary, Honorarium, Gratuity, or Payment in kind. The Secretary must have the following attributes: selflessness, integrity, objectivity, accountability, openness and honesty.

The overall role of the Secretary is to:

- Maintain an overview of the Association's affairs.
- Ensuring that proper written records of committee proceedings are maintained.

General responsibilities:

- To ensure that the Association complies with its governing document and any other relevant legislation or regulations.
- To ensure that the Association pursues its objects as defined in its governing document.
- To ensure the Association applies its resources exclusively for the benefit of its members in pursuance of its objects.
- To safeguard the good name of the Association.
- To ensure the effective and efficient administration of the Association.
- To protect and manage the property of the Association.
- To ensure that only bona fide, paid up members are able to vote on any resolution at any meeting of the association.

Additional duties of the Secretary:

- To ensure that there is a set agenda for any meeting of the Committee.
- To give notice of, and to summon committee members to, meetings of the Association committee of management at no greater interval than three months.
- To give appropriate notice of General Meetings in due time.
- To maintain a list of prospective members and to recommend re-letting plots as they become vacant, in strict chronological order of the prospective members list.
- To issue non cultivation notices as necessary after due committee discussion.
- To ensure a quorum of members is present at any committee, or General, meeting.
- To ensure that contemporaneous notes are made at meetings, in particular in respect of the resolutions put before the meetings, and the voting which takes place.
- The Secretary has a vote on resolutions at any meeting.
- To carry out the decisions of the committee immediately and without fear or favor.
- To bring to the attention of the committee all items of association correspondence.
- To ensure that statutory returns are made to the registrar of Friendly Societies (currently the Financial Conduct Authority (FCA) in due time.)

Job Description: Treasurer.

The position of Treasurer is Honorary. The Treasurer will not receive remuneration of any form such as Salary, Honorarium, Gratuity, or Payment in kind. The Treasurer must have the following attributes: selflessness, integrity, objectivity, accountability, openness and honesty.

The overall role of the treasurer is to:

- Maintain an overview of the Association's affairs.
- Ensuring its financial viability.
- Ensuring that proper financial records and procedures are maintained.

General responsibilities:

- To ensure that the Association complies with its governing document and any other relevant legislation or regulations.
- To ensure that the Association pursues its objects as defined in its governing document
- To maintain a list of plot holders and to issue demands for rent.
- To ensure the Association applies its resources exclusively in pursuance of its objects
- To safeguard the good name of the Association.
- To ensure the effective and efficient administration of the Association.
- To ensure the financial stability of the Association.
- To protect and manage the property of the Association and to ensure the proper investments of the Association's funds.

Additional duties of the treasurer:

- Overseeing and presenting accounts and financial statements.
- Producing regular financial statements and cash flow projections to the management committee of the Association at no greater interval than three months.
- To keep a hard copy of all transactions of the Association's income and expenses.
- To produce on demand those financial transactions for perusal by the internal auditor of the Association, or any member of the Association.
- Ensuring that equipment and assets are adequately maintained and insured
- Ensure that the accounts are independently examined.
- Making a formal presentation of the accounts at the annual general meeting and drawing attention to important points in an understandable way.
- Be prepared to make unpopular recommendations to the management committee.

(Appendix 04)

Job Description: Rep

The position of Rep is Honorary. The Rep will not receive remuneration of any form including Salary, Honorarium, Gratuity, or Payment in kind. A Rep must have the following attributes: accountability, openness and honesty.

The overall role of the Rep is to:

- Monitor the standard of cultivation of plots within the jurisdiction of the Rep and to let plots as they become vacant to the next person on the waiting list in strict date order by asking the Secretary to provide a letting pack with the name and phone number for the next person on the waiting list.
- The Rep is not permitted to re-assign plots to existing members without the from the Committee.
- Identifying those plots that become vacant.
- Maintain friendly relations with plot holders.
- To take action to protect members against damage, trespass and theft.

General responsibilities:

- To safeguard the good name of the Association.
- To protect and manage the property of the Association.
- To identify any needs for maintenance on the allotment site, or sites.
- To inform the Secretary of any instances of damage to crops, trespass or theft.
- Site Reps will check on livestock at regular intervals as part of their site management.

Additional duties of the Rep:

- To attend meetings of the Committee when summoned by the secretary.
- To inform the secretary of any plot which is not cultivated to an adequate standard.
- The Rep has a vote on resolutions at any meeting.
- To ensure pathways and tracks are maintained.



Guidance on Rules when renting an allotment from Quinta Viewpoint Allotments.

Updated 29th of March 2023.

Official Website.

www.quintaviewpoint.co.uk

We aim to be Affiliated to
The National Society of Allotment and Leisure Gardeners Ltd.
O'Dell House,
Hunters Road, Corby,
Northamptonshire.
NN17 5JE

Guidance on Rules when renting an allotment from QVA

Helpful information and what you need to know when renting an allotment.

The Allotment Acts 1908 – 1950 and your Tenancy Agreement give the terms and conditions of your allotment tenancy. The site is leased by Torbay Council and self-managed by Quinta Viewpoint Allotments (**QVA**) as such they require certain standards of behaviour, in line with the Tenancy Agreement and the Allotments Act, to ensure that the property is maintained correctly, good practice is maintained and to ensure that neighbours and other plot holders are not inconvenienced. These rules have been developed over the years in consultation with allotment holders and try to strike a balance between allowing people freedom to work their plot whilst ensuring they do not infringe on other allotment holders. Therefore, the following is a summary of rules which **QVA** expects its allotment holders to comply with. Reports of non compliance will be investigated and assessed on a case by case basis. In some cases the offence can lead to immediate termination of the agreement and in others it may be a warning. If two warnings are issued, then on the third we will terminate the agreement. If you break any of the following seven rules, it will lead to immediate termination of your agreement.

Rule Number	Guidance on Rule Updated 04/10 2021	Action Taken
Rule 5 code T1	You MUST pay your allotment rent within 28 days of receiving your invoice, & within 14 days for new members. Annual rent by 31 st January.	Immediate Termination of Agreement.
Rule 6e code T2	You are not allowed to remove anything from a vacant plot, including sheds, greenhouses, plants, crops, etc. unless given permission by the Rep (we will not accept permission verbal or written from the previous plot holder). When a plot is given up, the plot and all items on it reverts to the ownership of QVA .	Immediate Termination of Agreement.
Rule 6f code T3	You or a guest must not use any abusive or threatening behaviour on site, be it physical a 1st offence or verbal. a 2nd offence will lead to Termination.	Immediate Termination of Agreement for physical abuse.
Rule 6i code T4	You must not fly tip, deposit or bury any materials, rubbish from your allotment plot, or from off site, anywhere else on the allotment site, this includes onto vacant plots, footpaths, roads and ditches. (NB. You will be informed if there are specific areas you can tip waste, please contact your site Rep).	Immediate Termination of Agreement, possible prosecution.
Rule 6e code T5	You must not take anyone else's produce or property from their plot without their permission.	Immediate Termination of Agreement, possible prosecution.
Rule 11 code T6	You are not permitted to carry or use a firearm at any time on site.	Immediate Termination of Agreement.
Rule 11 code T7	The use of snares is strictly forbidden for catching wildlife using the site. Rat and mouse traps are permitted for pest control.	Immediate Termination of Agreement, possible prosecution.

The following rules will usually result in a warning if they are broken depending on severity.

Each case will be investigated on its merits; the types of evidence we look at include (but are not restricted to) written evidence submitted, witness statements, complaints received, physical evidence on site, police statements, recorded interviews, photographs etc. Any complaints of witness statements can only be accepted in writing, signed by the plot holder making the allegations.

We can not accept third-party or anonymous statements or allegations. If you have any worries or concerns over other people's actions or conduct, then please do call us or come in for a chat.

In the case of non-cultivation, there is only one warning given. If your plot is not brought up to an acceptable condition within the time frame set out in the warning, then we will serve a repossession, for which there is no appeal.

If you do bring your plot up to an acceptable standard but then let it fall into non-cultivation again, we will serve another warning, however we will only do this three times in a three-year period before repossessing the plot.

Although all the below carry a warning, there may be cases where they are extreme enough for us to go straight to an immediate termination. You will be kept informed of any decision we make and the reasons for it.

Rule Number	Guidance on Rule	Action Taken
Rule 2 code W1	You must cultivate at least 75% of your plot (by this we mean preparing the ground, planting, growing and harvesting crops/flowers) and the remainder must be cut down and free from weeds (the area must look maintained). From the start of your tenancy agreement, you have a two-month period in which enforcement for non-cultivation is not applicable.	One warning only (letter of non-cultivation).
Rule 6f code W2	You must not cause a nuisance to other plot holders or neighbouring properties - nuisance could include bad or racist language, getting drunk, playing loud music, bonfires, excess rubbish, noncultivated plot etc.	Warning second offence Termination of Agreement.
Rule 1.f code W3	You must erect a clearly visible number on your plot.	Warning.
Rule 4a code W4	You and any helpers must always ensure you padlock the gates when entering and leaving the site. Combination locks must be scrambled and the code or keys must not be given.	One warning only – Termination of Agreement for second offence. If keys or code is given out, termination of agreement.
Rule 6e code W5	Don't take others water, Please use your water sparingly.	Warning possible Termination of Agreement.
Rule 9a code W6	You must get permission from the Allotment Rep or committee if you wish to erect sheds, greenhouses, poly tunnels etc.	Warning – asked to remove the item at own cost or charged for removal by QVA .
Rule 7a code W7	Applications to keep bees or chickens subject to complying with the terms and conditions that you have agreed. Note:- maximum number of chickens (Hens) allowed is 12 and no cockerels.	In cases of neglect to chickens or bees, one warning only. For second offence or serious cases of neglect, immediate confiscation of livestock and permanent ban on keeping livestock. One warning and subsequent ban if ignored.
Rule 6 code W9	You are not allowed to go onto other plots unless you have been given permission to do so by the plot holder or Allotment Officer. If you have children on-site they should be supervised at all times and should not be allowed to stray onto other plots.	Warning postable Termination of Agreement.
Rule 6c code W10	You are not allowed to sublet your plot. By subletting, we mean if a plot is wholly or the majority being worked by someone different from the named plot holder.	Warning postable Termination of Agreement.
code W11	You must not exceed the five-mile speed limit.	Warning postable Termination of Agreement for second offence.
Rule 8 code W12	You are not permitted to plant any fruit trees on your plot without permission, and they must be on dwarf root stock. See permitted rootstock information sheet.	Warning – Asked to remove any trees at own cost or charged for removal by QVA .
Rule 5m code W13	You are not allowed to use your plot for any trade or business.	Warning postable Termination of Agreement.
Rule 5j code W14	You are not allowed to use carpets on allotment plots. Except to cover a compost bin.	Warning – Asked to remove carpets at own cost or charged for removal by QVA .
Rule 6i code W15	You are not allowed to bring in any more Tyres on to allotment plots/sites. And all Tyres on site/plot must be removed by January 1 st 2025.	Warning – Asked to remove tyres at own cost or charged for removal by QVA at £10 per Tyre .

Rule 5j code W16	You must not bring in, burn or store rubbish on site or building materials on site.	Warning – Asked to remove rubbish at own cost or charged for its removal by QVA.
Rule 1g code W17	You are not allowed to dig up or obstruct paths between plots or cart ways or roads.	Warning – Asked to reinstate the path at own cost or charged for the reinstatement by QVA.
Rule 4b code W18	You are not allowed to give or copy your key or code to other people or allow them to visit your plot unsupervised unless they are registered as a helper.	Key – Warning. Or Termination of agreement. If an unauthorized copy's of keys are made or a combination code is given out.
code W19	Using concrete on plots for bases, securing posts etc. will be discouraged, but in some cases it may be considered an improvement. Therefore, prior approval must be sought before using concrete on plots. If permission is not requested and the use of concrete is not considered as acceptable, a warning will be issued.	Warning – asked to remove the base/concrete at your own cost or charged for removal by the QVA.
Rule 6k code W20	You are not allowed to have bonfires that cause a nuisance, or leave fires unattended. Only burn dry material on suitable days.	Warning repeated breach may lead to you receiving a total ban on having any bonfires.
Rule 1e code W21	The tenancy agreement can only be held in one name, but plot holders sometimes share a plot with family and friends. You, will need to make sure that the Allotment Officer has the contact details of whoever is sharing. There is maximum of 1 named helpers. The person sharing must be a member Helpers are co-responsible for the condition of the plot.	If a person is found on your plot who is not a named helper, your plot may be repossessed. If a plot is repossessed for non-cultivation, the named helper will not be allowed to take on a plot.
code W22	NO play equipment is allowed on plots. This includes but not limited to Paddling Pools, Trampolines, Slides, Swings, Climbing Frames, Wendy Houses and Sand Pits.	Plot holders to remove all play equipment. Failure to comply will result in a warning, allowing a further 2 weeks to remove. Termination of Agreement if still not removed.
code W23	Children are not allowed to cycle around the allotment sites. Bikes can be ridden to and from the plot only.	Warning.
Rule 7d code W24	All bird feeders must be positioned in the centre of your plot.	Warning.

Allotments are often busy places, with many allotment holders all sharing the site and working in close proximity to each other.

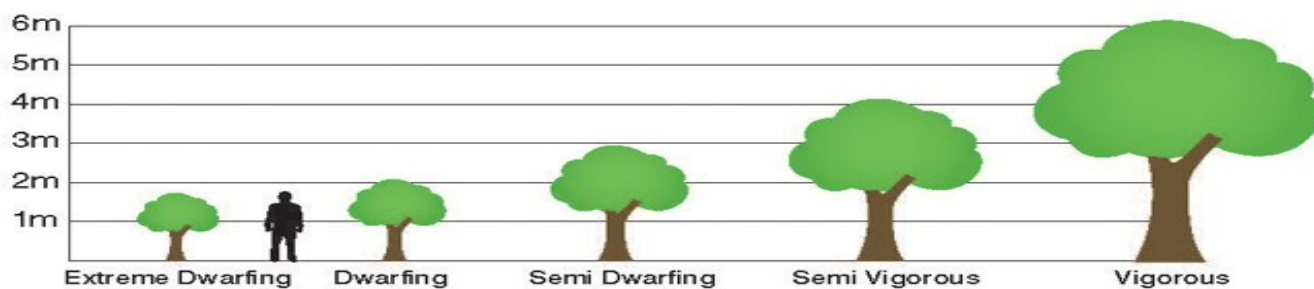
People differ in the way they manage and maintain their allotment plots, and this may not be the same as the way you would do it yourself.

We therefore ask that all plot holders have respect for their neighbouring plot holders and tolerate the different approaches to allotment holding that they will see on site.

The following guidance is set out to help make the allotments a better place for everyone and help to keep it in good order, for future users.

Guidance Number	Guidance
G1	You can plant herbs and flowers as well as fruit and vegetables.
G2	You can have a small lawn area as long as it's regularly mown. This makes up Part of 25% none cultivated area.
G3	You can build a pond, as long as it's built in a way that's not dangerous to people and animals. For advice, contact the Allotment Rep. This makes up Part of 25% none cultivated area.
G4	Fruit bushes/fruit trees must be compact and of a small growing variety. You must also maintain the surrounding area. See Rule 8 Rootstock varieties allowed are Extreme dwarf, Dwarfing and Semi Dwarfing, no other types.
G5	Paths either side of your plot must be maintained. If unsure which path is yours, please ask your site rep.
G6	You are actively encouraged to compost green waste on your plot and one way of doing this would be to have a Compost Bin, however please do not let this encroach onto any paths.
G7	Report damaged fences to the site rep or the Allotment Officer.
G8	Keep an eye out for anybody you don't know on the site and don't be afraid to ask them what they are doing.
G9	Always inform the Allotment Officer if you change address. Rule 1d
G10	If you vacate your plot or are evicted, all belongings must be removed by the given date. If you vacate your plot during the rent year there is no notice period. However, plots must be cleared of all waste.
G11	We do allow bees on some sites, but you must get permission if you wish to keep bees, and we will see if there is anywhere suitable. If we get complaints, we will ask for them to be removed again. Rule 7b.
G12	You are not allowed to block communal pathways. Rule 1g.
G13	Subscriptions (Plot Rent) are due on the 1 st January and if not paid by 31 st January Membership will lapse with immediate effect RULE 5.
G14	Please only use noisy machinery such as petrol trimmers etc. during the following times: Monday to Friday 9am – 7pm, Saturday and Sunday 10am – 7pm.
G15	In cases of theft or vandalism, this should be reported by plot holders to the police on 101. Please obtain a crime reference number in order to report any further incidents.
G16	Site Reps are representatives of the QVA and must be treated with respect.
G17	There is not a reservation list for individual plots/sites, this will be at the discretion of the allotment officer.
G18	You are allowed to have BBQ and social gatherings on your plot, but this must be limited to plot holders, immediate family and helpers only.
G19	Plot holders must not inform others that they are able to take on their plot when given up. All plots will be offered in strict waiting list order. Plot holders currently on the waiting list are restricted to one plot only.

Failure on the part of QVA to not enforce any of the rules above can not be seen as a waiver of that rule, and does not in any way remove QVA's ability to enforce the rule again in the future.



Guidance on Members rule 8a Re Fruit Trees.

All newly planted fruit trees must be of Extreme Dwarf, Dwarfing and Semi Dwarfing types only.

And must be maintained below 2.4m (8ft) high and not overhang paths or other plots.

When buying fruit trees in store or online you will often see a rootstock described by a name or code such as M6. This can be particularly important when deciding what sized tree is most suitable for the space available. Take a look at the table of fruit trees to check that you have the right fruit rootstock for your plot before buying it. If you are unable to identify the rootstock don't take a chance leave it.

Note trees count as part of the 25% non-cultivated area.

unless under platted with fruit bushers or vegetables but not flowers or grass.

Fruit Rootstock.	Rootstock name.		Rootstock type.	Ultimate Height if not properly maintained.
Apple.	M27 (Similar to: P9)	Allowed.	Extreme dwarf.	1.2m (48")
	M9 (Similar to: Pajam 2, Pajam 9, P2)	Allowed.	Dwarfing.	1.8-2.4m (6-8ft)
	M26	Allowed.	Dwarfing.	2.4-3m (8-10ft)
	M6	Allowed.	Semi Dwarfing.	3m (10ft)
	M106	Prohibited.	Semi Dwarfing.	3-4m (10-13ft)
Cherry.	Gisella 5	Allowed.	Semi Dwarfing.	2.4-3m (8-10ft)
	Gisella 6	Prohibited.	Semi Vigorous.	3-4m (10-13ft)
	Colt	Prohibited.	Semi Vigorous.	5m (16ft)
Peach, Plum, Apricot Nectarine, some nuts.	St. Julien or St. Julien A	Prohibited.	Semi Vigorous.	4.5 (14ft)
	VVA1	Allowed.	Semi Dwarfing.	2.5m (8ft)
	Torrinel 24	Allowed.	Semi Dwarfing.	2.4-3m (6-10ft)
	Myrobalan	Prohibited.	Semi Vigorous.	5m (16ft)
	Ferlenain	Allowed.	Semi Dwarfing.	3m (10ft)
	Mont Clare	Allowed.	Semi Dwarfing.	3m (10ft)
	Pear.	Quince A	Prohibited.	Semi vigorous.
Quince C		Allowed.	Semi Dwarfing.	2.4-3m (8-10ft)
Quince Adams		Allowed.	Semi Dwarfing.	2.4-3m (8-10ft)
Citrus.	PS	Allowed.	Dwarfing.	2.4-3m (8-10ft)
Walnut.	Juglans regia	Prohibited.	Vigorous.	Over 6m (over 20ft)

Note the same rules apply to none fruit trees like hazel, Cob, filberts, almond and olive etc.

All newly planted fruit trees must be of Extreme Dwarf, Dwarfing and Semi Dwarfing types only. And must be maintained below 2.4 m (8ft) high and not overhang paths or other plots, and any existing trees should be reduced to below 2.4 m (8 ft) where postable. and don't plant them near paths.

Data Protection Policy for Quinta Viewpoint Allotments, Lyme View Rd. Torquay. Contact via email.

Why do we hold personal data?

We hold individual's data for the purposes of managing the allotment site. We use it to contact members re the condition of their plots, rent arrangements and any specific issues that arise. We also use it to keep people informed of events on and occasionally off-site, and remind people of the allotment rules as necessary.

What data we hold and why.

We hold a list of names, addresses, Phone numbers and emails for people who rent allotments from us, or have indicated that they would like to. We also hold information on payments made and plot inspections, and we retain emails. This information is held for reasons of 'legitimate interest'.

Where we hold the data.

The information is held online in a spreadsheet, database, text, and any other appropriate format to the file type and stored in google docs and may have an offline backup. Emails are also stored in our Gmail account. Serving association officers have access to these as needed.

Transferring data to others

We never pass on or transfer any data to third parties for any purpose without the individual's consent.

How long we keep data for.

We review our data storage every three years and will destroy data records (paper and electronic) if there is no longer a legitimate interest for us to keep them. We will also offer people the option to unsubscribe from our mail list each time we contact them.

Data Security.

We keep all our data securely. This includes keeping data in accounts which are password protected. Any paper records are destroyed after use.

Data Breach procedure.

Any data breach will be dealt with by the committee. In the event of a data breach we will work to fix the issue immediately, take all measures to prevent it occurring again, report the incident to the committee and to anyone affected by it.

Removing data from our records.

It is possible to unsubscribe from our Weekly Updates (generated automatically when content is posted to the website) by clicking on **unsubscribe** in any message. It is not possible to have an allotment but refuse to allow us to hold your data.

Who is responsible for ensuring that we do what we say we will?

The Quinta Viewpoint Allotment Association Committee is responsible for managing the data.

We review and update our data protection policy as necessary.

This was last updated on 08th of April 2023

Last page.

Rep's Name:

Rep's Plot No;

Rep's Telephone number:

Office Email:- quinta.viewpoint@gmail.com

Website: www.quintaviewpoint.co.uk