

MLAA Constitution

(2023)

1. The name of the Association shall be the Moss Lane Allotments Association, hereinafter called the Association.
2. The objects of the Association shall be -
 - a. To self-manage all the allotments on the Moss Lane Allotment Site as agent for Sefton Metropolitan Borough Council (the Council) who are the landlords of the 9.5 acre site.
3. The Committee will comprise a Chairman, Secretary, Treasurer and a maximum of six other Committee members and a minimum of five. At meetings other than the AGM, five members will constitute a quorum, of which at least one must be an officer of the committee.
4. Members of the Association (Tenants)
 - a. Any individual who accepts the tenancy of an allotment plot shall automatically become a member of the Association.
5. Annual General Meeting (AGM)
 - a. The AGM of the Association is to be held in January each year.
 - b. Members of the Association shall elect a Chairman, Secretary, Treasurer and a maximum of six Committee members to organise the running of the Association.
 - c. Committee members will serve for a 3 year term, and may offer themselves for re-election at the end of their 3 year term. No committee member may serve for more than 3 terms (9 years) unless members give express permission at the AGM. Effective from January 2023.
 - d. Any committee member can resign at any time by giving 3 months notice to the committee.
 - e. No chair person may serve beyond the age of 75 (or the end of their 3 years term after 75). Committee members can serve at any age over the age of 18.
6. The committee will be responsible for-
 - a. Letting plots to individuals
 - b. Collecting rents and making subsequent payment to the Council.
 - c. Collecting any membership subscriptions agreed at the Annual General Meeting. (AGM)
 - d. Maintaining a waiting list of individuals requiring plots.
 - i. Vacant plots will be allocated in a fair and reasonable manner on a first come first served basis by reference to the waiting list maintained by the Secretary, ensuring no discrimination in respect of gender, race, cultural background, sexual orientation, religion or health. Existing tenants can request a transfer.
 - e. Where a tenant dies the plot may be offered to any member of their immediate family who wishes to take over the plot. Must be within 3 months and with the Committees approval.
 - f. Maintaining a database of tenants and plot numbers and up to date contact details.
 - g. Dealing with any disputes between Tenants or between Tenants and the Association in general. Where disputes cannot be resolved by the committee then the matter shall be referred to the Councils Head of Leisure Services, or his/her representative for a final decision.
7. Tenants
 - a. Must reside within the Borough of Sefton Metropolitan Borough Council and be aged 18 or over when they are allocated their plot. After being given a plot they must surrender their plot if they move more than 2 miles beyond the Sefton boundary.
 - b. Shall pay a yearly rent in advance, payable to the Association on 1st of January each year or within 28 days of that date at the current rate fixed by the Council. Where payment is not received by the closing date the Committee will assume that the tenant will not be renewing their tenancy and will make arrangements to re-let the plot. 33% of rent due to the Council will be retained by the association for the general management of the site.

- c. Will be issued with a key to the site entrance gate. (New tenants initially on payment of a deposit.) If a key requires replacing for whatever reason then a replacement fee of £20 must be paid. The gate must always be closed after entering or leaving.
 - d. Will not sub-let, assign or part with possession of a plot or any part of it without prior written consent of the Association. (Including the use of any shed, locker or greenhouse). No individual is allowed to work on or use somebody else's plot except for short periods of time (eg. to assist through illness) and only with the express permission of the committee in advance.
 - e. Shall observe and comply fully with all statutes and regulations relating to allotments. Plot holders must grow a variety of a number of different types of vegetables/ fruits / Flowers. No more than 50% of the cultivated area of a plot can be used to grow one single vegetable/fruit or flower.
 - f. Shall use their plot as an allotment garden. No other use is permitted. Any proven commercial use of an allotment will result in the loss of the allotment from the following 31st October of that year.
 - g. Shall maintain their plot in a good state, keeping it relatively weed free and in a good state of cultivation. The area immediately outside each plot is the tenants' direct responsibility and must be kept reasonably weed free. Likewise, overhanging shrubs, bushes and trees must be pruned back to the fence-line.
 - h. Must use the Allotment Gardens for their own personal use and must not carry out any business or sell produce from Allotment Gardens.
 - i. On taking up a tenancy the new tenant must bring the plot to a good state of cultivation, fertility, and productive condition. As a guideline this should be approximately 25% within 3 months, 50% within 6 months and 75% at 12 months of taking up the tenancy. Only 25% may be used for other recreational purposes.
 - j. Must not remove any mineral, gravel, earth, sand ,or clay from the site unless they have written permission to do so from the Committee.
 - k. No tenant can be named on more than one plot. From 1st January 2024. Anybody who is named on more than one plot before that date will have to surrender any additional plots that they are named on, by 1st January 2025 at the latest.
8. Garden sheds and greenhouses may be erected to a maximum of one of each per plot. Maximum size for both sheds and greenhouses is 8ft by 8ft by 8ft.
 9. The gate is to be kept closed regardless of the planned length of stay on the site. No exceptions.
 10. No animals or livestock shall be kept on the plots. Exceptionally, bees may be kept with the prior written consent of the Committee. The Associations policy for Bee-Keeping and Welfare can be found in Appendix 1.
 11. Dogs are allowed on site subject to being under proper control and must not be allowed to enter any other allotment garden without the plot-holders permission. Dog faeces must be removed immediately and members who fail to comply will be issued with a £50 fine. Failure to pay such a fine within 30 days will result in eviction of the member from the plot with 30 days notice.
 12. Hosepipes and sprinklers connected to the site taps may **not** be used, under any circumstances for watering plots but can be used to top up water butts only. Anybody topping up water butts must yield to anybody wanting to fill a watering can, which takes priority. Hosepipes can be used to top up water butts before 9.00am and after 4.30pm only.
 13. Bonfires are permitted between 1st October and 31st March. Only organic waste may be burned. NO plastic materials, rubber, oil or household waste is to be burned on site.
 - a. When lighting a bonfire between these dates, plot holders must take notice of the wind direction and the proximity of other combustible material, so as not to cause nuisance to other plot holders. Bonfires are forbidden between 1st April and 30th September each year. Bonfires must not be left unattended. For any other allotment waste, a skip will be provided in April and November.
 14. The tenant shall not cause or permit, nor allow to remain on the plot, anything which may cause a nuisance or annoyance to the Council, the Association, or the occupier of any other plot, or obstruct or encroach on any path or roadway set out by the Council or the Association for the use of occupiers of the site.
 15. Tenants may not cut or prune trees which are not their responsibility unless they have permission from the plot-holder. This does not affect the routine pruning of the tenant's own trees on their allotment garden.
 16. The Committee reserves the right to remove from any plot any tree, bush or shrub which interferes with any other plot, in the event that the tenant fails to remove the problem having been given 14 days notice.

17. Asbestos may not be used on any plot or brought onto the site by any member for any reason. It is our policy to have an Asbestos Free site. Any dangerous or hazardous asbestos on a plot can be removed by the committee without the plot holder's permission being required. Any damage as a result of asbestos removal is the tenant's liability.
18. It is expected that tenants will consider other plot holders, specifically-
 - a. When using fertilizers or sprays care must be taken to avoid chemical drifts, leaches, or the contamination of other plots. Care needs to be taken on windy days.
 - b. Consideration should be also given to Honeybees and wildlife on the site.
- c. Similarly, care must be taken with bonfires to ensure there is no nuisance to other plot holders and fire is not spread to other combustible material. Fires should not be left unattended.
- d. The use of weedkiller should be limited and not in communal areas (such as roads and pathways) Weedkiller must not be used on a day when the wind is more than 5mph and advance notice should be given to neighbours (at least 48 hours). Ideally weedkiller should be organic where possible.

We want to aspire to be an organic site.
The use of any animal poisons of any sort is not allowed under any circumstances.
19. Tenants, or groups of tenants, may not set-up or create any form of promotional media, such as Web accounts/pages, Facebook sites, Twitter accounts etc., without the permission of the committee.
 - a. No member shall bring the association into disrepute by any means. This may result in the termination of a tenancy.
20. Any theft of property or malicious damage to property from anywhere will result in immediate termination of tenancy.
21. All tenants must complete a personal details data collection form every 2 years or when requested by the committee. Failure to do so will result in a formal warning. All member details must be up to date, any changes should be notified to the committee when they occur.
22. Termination of Tenancies
 - a. Physical abuse, verbal abuse, written abuse, obscene language, or indecent actions by a Tenant towards any other plot holder or visitor to the allotment site shall result in the termination of that persons' tenancy.
 - b. In the event of any plot which, in the view of the committee, is not being cultivated or kept to a reasonable standard, the Tenant will be approached initially to see if there are any problems that the Committee could help resolve. If the plot continues to be uncultivated a letter will be sent to the tenant informing him/her that if cultivation does not commence, then their tenancy will be terminated on 1st October.
 - c. Any breach of allotment rules, as contained in this constitution (points 7 to 22) may also result in a formal warning. Any tenant receiving 3 formal warnings within 730 consecutive days (2 years) will have to vacate their plot by the 1st October following the issuance of the third formal warning, this decision will be final.
23. Definition of terms
 - a. Allotment garden or plot means the area of land, used primarily for the cultivation of fruit, flowers and vegetables, which is let to the tenant.
 - b. Cultivation means digging, mulching, pruning, weeding, and planting and is to be for the production of vegetables, fruit, herbs, flowers or other ornamental plants. It is not sufficient to clear weeds without using the area to produce crops and flowers. A lawn does not constitute cultivation.

This constitution was last amended & adopted at a general meeting for all members on 4/12/2023