WINCHESTER NEW ALLOTMENT HOLDERS SOCIETY LTD (WNAHS)

CONSTITUTION AND BYELAWS

1. This booklet contains the Constitution and Byelaws originally adopted by the AGM on 15th November 2012 and subsequent revisions.
2. This update is presented for approval at the AGM on 19th November 2026
3. This Constitution is registered with the FCA - Register no. 8220 R.

WINCHESTER NEW ALLOTMENT HOLDERS SOCIETY LTD
CONSTITUTION

1. NAME, REGISTRATION & COMMUNICATIONS

1.1. The Society shall be called Winchester New Allotment Holders Society Limited (WNAHS), hereafter referred to as 'the Society'

1.2. The Society shall be affiliated to the National Allotment Society.

1.3. The Society is an Industrial & Provident Society (IPS), Register Number 8220 R, registered under the Industrial & Provident Societies Act of 1965 (IPSA65). The FCA act as the Registering Authority. The Society's activity is limited.

1.4. The registered office of the Society is the Allotment Site Office, Park Road, Winchester, Hampshire, SO23 7BE.

1.5. Communications with the Society shall normally be received and signed on behalf of the Society by the Secretary, or in the absence of the Secretary, by the Chair, Membership Secretary or Treasurer.

2. OBJECTIVES

2.1. To promote the interests of all Members in the pursuit of horticulture as a recreation and to promote health, education and community fellowship, including co-operating with the National Allotment Society (NAS) and other gardening Societies in matters of mutual interest.

2.2. To conduct negotiations with Winchester City Council on all relevant matters relating to the allotment sites at Park Road, Edington Road, Nos. 7 & 8 Paulet Place, Stuart Crescent, Milner Place, Thurmond Crescent, Cromwell Road, Trussell Crescent, Firmstone Road, Greenhill Road & Princes Place as required under the terms of the lease.

3. MEMBERSHIP

3.1. The Society has three types of Membership, ie Plotholder, Trading Member and Affiliated Group.

3.2. Membership as a **Plotholder** shall be open to any person granted a plot and completing a New Member Application Request Form, confirming their acceptance of the Constitution and Byelaws, purchasing a share and paying the relevant annual rental as determined by the Annual General Meeting of the Society.
If payment for the Share and the annual rental is not received within 14 days from the date that the New Member Application Request Form is approved, then the application for an allotment tenancy will be cancelled and the applicant will be removed from the waiting list.

Trading Members and **Affiliated Groups** paying the appropriate subscription are entitled to use the Society's Trading Sheds, but do not become shareholders of the Society or have voting rights.

3.3. **All Plotholders, their immediate family and their guests must adhere to the Constitution & Byelaws of the Society.**

Regular inspections are undertaken of all WNAHS sites and individual plots throughout the year.

Failure to adhere to the Constitution & Byelaws will result in the Plotholder receiving an Infringement letter.

Where the infringement relates to a failure of the Plotholder to maintain their plot in a reasonable state of cultivation, the letter will ask (a) what the Plotholder's plans are to return their plot to a reasonable state of cultivation, and (b) the date that they expect to achieve this by.

An Infringement Letter will be sent by e-mail, to the e-mail address the Plotholder has registered with the Society.

A response by the Plotholder to the Infringement Letter will be required to be received by WNAHS within 21 days.

If the reply is not considered satisfactory or a reply has not been received within this timeframe, then a letter terminating membership may be sent by e-mail and 1st class post giving the Plotholder 21 days to vacate their plot.

On receiving notice to vacate their plot, the Plotholder must remove all their personal property, including any stored wood, glass, plastic, metal or rubber etc held on their plot, within the 21-day period. Personal property does not include fruit bushes or trees and, unless proved by the Plotholder, sheds, greenhouses or polytunnels.

In the event of a Termination letter being sent to the Plotholder, it remains at the discretion of the Committee as to whether the Plotholder has forfeited his Share deposit.

During their membership, Plotholders may receive a maximum of two Infringement letters.

A Letter of Termination will automatically be issued on any third occurrence.

3.4. All Members are required to assist in the maintenance of adjoining paths and roadways, fences/hedges, buildings and other structures required for the adequate management of each allotment site.

3.5. Allotments shall only be let to individuals whose applications are approved by the Committee, or the Membership Secretary and Convenor of the allotment site. A separate application is required for each plot. The Committee shall have the right to refuse any application without stating the reason and shall also have the right to make special stipulations in regard to any tenancy.

Sub-letting of plots is not permitted.

3.6. The Convenor shall be notified of any malicious loss or damage to crops or property. The Society cannot be held responsible for any such losses that may occur. Members may inform their Convenor, or in their absence a Committee Member, of any suspected breach of the Constitution or Byelaws on any site. Action in accordance with the Constitution and Byelaws will be taken to resolve the issue at the discretion of the Management Committee.

3.7. The allotment cannot be considered to be let or treated as a market garden within the meaning of the Agricultural Holdings Act 1908. As such, produce shall not be sold on a commercial basis. The Management Committee reserves the right to cultivate un-let plots for the benefit of the Society.

3.8. All Members are required to notify their Convenor and the Membership Secretary in writing of an intention to leave the Society and relinquish their plot(s). Following removal of all their personal property to the satisfaction of the Committee, they are then entitled to request the return of their share money and any other deposit within one month.

3.9. A waiting list of all people expressing an interest in becoming a Member of the Society and current Members wanting additional or alternative plots, is held by the Membership Secretary. The Membership Secretary will, on request, advise the applicant of their position on this list.

4. SHAREHOLDING

4.1. All Plotholder members are required to purchase a share, at the value set by the AGM, which will be cancelled on cessation of their Membership and offered for redemption subject to their good maintenance of their plot(s). If forfeited, this payment will be used to return the offending plot to a reasonable state of cultivation. The shares are non-transferable and are withdrawable on a Member ceasing to be a member of the Society or on the death of the Member.

4.2. Shares may be held in the joint names of two people at the same address if requested on joining the Society. Any such share held in joint names will have only 1 vote at General Meetings of the Society.

4.3. At the commencement of their membership, all Members must provide their contact details, including their full names, home and e-mail addresses, mobile and/or landline telephone numbers to the Membership Secretary.

Member's contact details shall be placed on the membership records and shall for the purposes of the rules of this Constitution and the Byelaws, and for all other purposes associated with the holding of the allotment by the Plotholder, be regarded as their definitive and correct contact details.

Members should be aware that it is their responsibility to ensure that the Membership Secretary holds their correct contact details.

4.4. In particular it is to be noted that in exercise by the Management Committee of any powers under the Society's Constitution and Byelaws where notice is given of any matter to any Member, notice given or sent to the Member at their nominated e-mail address on record shall be deemed as sufficient notice for all purposes.

4.5. Members records, including all their contact details, may be held on a computer system by the Committee for administrative purposes only and will not be passed to any third parties outside WNAHS.

4.6. Share money and other deposits will be refunded on the death of a member.

5. TERMINATION OF MEMBERSHIP

5.1. The Management Committee shall have the right, for good and sufficient reasons concerning breach of the Constitution and its supporting Byelaws, to terminate the membership of an individual Member provided that the individual Member shall have the right to be heard by the next Committee Meeting before a decision is finalised. The Member may apply to an Appeals Panel. Details of the Appeals procedure are available from the Honorary Secretary on request.

6. OFFICERS

6.1. The Officers of the Society shall be as follows:

- Chair
- Vice-Chair
- Honorary Secretary

- Honorary Treasurer
- Honorary Membership Secretary
- Honorary Trading Secretary
- Honorary Publicity Secretary & Newsletter Editor
- Honorary Website Administrator
- Convenors and Site Representatives of sites or groups of sites as determined by the Management Committee

6.2. During the course of the year, the Management Committee may co-opt from the Officers or Members for the purposes of filling a vacant post. In addition, at the discretion of the Management Committee, up to two Members may be co-opted to the Management Committee from the membership during the course of the year. In both cases, such Members must drop out or seek election at the following Annual General Meeting.

6.3. The Management Committee shall be empowered to act for and on behalf of the Society, as it deems correct in the interest of the Society. The decision of the Management Committee shall be final. Decisions may be referred by a Member to an Appeals Panel giving reasons in writing to the Hon. Secretary.

The Chairman and either the Secretary or an Officer may take any executive emergency actions required where it is not practicable for the business to be decided upon at a committee meeting. Details of the action will be reported and recorded at the next meeting of the Management Committee.

6.4. The duties of the Officers shall be as laid down in their current Job Descriptions held by the Honorary Secretary.

6.5. Officers are entitled to apply for and receive honoraria.

7. ELECTION OF OFFICERS

7.1. All Officers shall be elected at the Annual General Meeting of the Society by the shareholding Members of the Society.

7.2. All Officers are elected for a period of two years but may be re-elected to the same office or another office for the following and subsequent years.

8. MANAGEMENT COMMITTEE

8.1. The affairs of the Society shall be controlled by a Management Committee consisting of the Officers of the Society. The Management Committee shall meet at agreed intervals and not less than four times a year. No business shall be transacted unless a quorum of six (6) is obtained.

8.2. The duties of the Management Committee shall be:

8.2.1. To manage the affairs of the Society on behalf of the Members.

8.2.2. To organise and keep accurate records of the meetings of the Society through the Secretary. To display a copy of the minutes of each meeting, once approved by the Committee, on the society's website until the minutes of the next meeting become available.

8.2.3. To keep accurate accounts of the finances and deposits of the Society through the Treasurer. These are to be prepared for inspection, in accordance with Section 13 below, before every Annual General Meeting. The Society shall maintain a bank current account and a deposit account and the following Officers shall be authorized to sign Society

cheques: Treasurer and one of the following: Chair, Vice-Chair, Secretary or Trading Secretary. The Society will not contract loans or receive monies on deposit and will not borrow money. It will not invest in stocks and shares.

8.2.4. To keep accurate records of the Membership and Shareholdings through the Membership Secretary.

8.2.5. To operate the Trading Shed and keep accurate records of trading through the Trading Secretary and Treasurer.

8.2.6. To produce and circulate newsletters and publicity material through the Publicity Secretary & Newsletter Editor, and Website Administrator.

8.2.7. To monitor, manage and maintain the sites through the Convenors and Site Representatives

8.2.8. To make decisions on the basis of a simple majority vote. In the case of equal votes, the Chair of the meeting shall be entitled to an additional casting vote.

8.3. Notice of rents, share payments and subscriptions as recommended by the Management Committee and approved by the AGM shall be sent to Members on, or before, the 1st September each year. Subscriptions shall be paid by Members by 31st October each year. The rental year shall be 1st October to 30th September the following year. Failure to pay all subscriptions by the 31st October will result in the Termination of Membership procedure being enacted.

8.4. The Management Committee shall have the power to set fees to recover costs in addition to the plot rental set at the AGM, to adopt Standing Orders for the Officers and to publish Byelaws giving rules on the amount of construction permitted per tenancy and the standards of practice and behaviour expected from members and visitors.

8.5. The seal of the Society will be a steel engraved one and shall not be affixed to any document without the express authority of the Management Committee. This will be attested by the signatures of two (2) officials of the Society, one (1) being the Secretary who will keep custody of the seal. Preparation and issuing of share certificates which carry the seal impression is delegated to the Membership Secretary.

8.6. Any dispute or question at issue shall be referred to the Management Committee whose decision will be final in all cases. Failure to abide by the Constitution and the Byelaws and/or the Management Committee's decision may result in expulsion from membership. The Management Committee may be removed under the Special General Meeting procedure. Decisions may be referred by a Member to an Appeals Panel giving reasons in writing to the Hon. Secretary.

8.7. Profits will be used by the Management Committee for site improvements and machinery acquisition.

9. GENERAL MEETINGS

9.1 The Annual General Meeting of the Society shall be held not later than the end of November each year. 28 clear days written notice shall be given to Members of the Annual General Meeting by circulating a copy of the notice to every Member at their last known e-mail address and posting the notice on the Society website. Members must advise the Secretary in writing of any business to be moved at the Annual General Meeting at least 21 days before the meeting.

9.2 The business of the Annual General Meeting shall be to:

9.2.1. Confirm the minutes of the previous Annual General Meeting and any Special General Meetings held since the last Annual General Meeting.

9.2.2. Receive the annual report from the Membership Secretary and the Trading Secretary.

9.2.3. Receive the accounts for the year from the Treasurer.

9.2.4. Appoint lay auditors and given leave to appoint a registered auditor, if required, for the purposes of preparing accounts, see Section 13 below,

9.2.5. Elect the Officers of the Society.

9.2.6. Review Society rental and subscription rates and the share purchase price and honoraria and agree them for the forthcoming year.

9.2.7. Transact such other business received in writing by the Hon. Secretary from Members 21 days prior to the Meeting and included on the Agenda.

9.2.8. To pass a motion to submit un-audited accounts to the Financial Conduct Authority as permitted under current legislation, see Section 13 below.

9.3. Special General Meetings may be convened by the Management Committee, or on receipt by the Secretary of a request in writing, from not less than 20 Members of the Society. At least 28 days notice of the meeting shall be given.

9.4. Nomination of candidates for election of Officers may be made in writing to the Secretary at least 21 days in advance of the Annual General Meeting date. Nominations can only be made by shareholding Members, must be seconded by another shareholding Member and countersigned by the nominee.

9.5. At all General Meetings, the chair will be taken by the Chair or, in their absence, by a deputy appointed by the Committee Members attending the meeting.

9.6. Decisions made at a General Meeting shall be by a simple majority of votes from those shareholding Members attending the meeting. In the event of equal votes, the Chair shall be entitled to an additional casting vote.

9.7. A quorum for a General Meeting shall be 12 Members and 3 Officers of the Society, including one from the Chair, Hon Secretary and Hon Treasurer.

10. APPEALS PROCEDURE

10.1. The Management Committee will appoint and will take notice of the decision of an Appeals Panel consisting of three Members of the Society who were not involved in the original decision who will be appointed for the purpose of hearing the appeal.

The decision of the Appeals Panel will be final.

11. ALTERATION TO CONSTITUTION

11.1 Any proposed alterations to the Society Constitution may only be considered at an Annual or Special General Meeting, convened with the required written notice of the proposal. Any alteration or amendment must be proposed by a Member of the Society and seconded by another Member. Such alterations shall be passed if supported by not less than two-thirds of those Members present at the meeting, assuming that a quorum has been achieved.

11.2 Amendments to this Constitution must be submitted to the FCA (as Registering Authority) to be registered and are not valid until so registered.

12. DISSOLUTION

12.1. If at any General Meeting of the Society, a resolution be passed calling for the dissolution of the Society, the Secretary shall immediately convene a Special General Meeting of the Society to be held not less than one month thereafter to discuss and vote on the resolution. A resolution to dissolve must have the consent of three-quarters of the membership, testified by their signatures.

12.2. If at that Special General Meeting, this resolution is carried by three-quarters of the Members present at the meeting, the Management Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realize the assets of the Society and discharge all debts and liabilities of the Society including the refund of share monies.

12.3. After discharging all debts and liabilities of the Society, the remaining assets shall not be paid or distributed amongst the Members of the Society, but shall be given or transferred, on a majority vote of Members attending, to some other voluntary organization having objects similar to those of the Society.

13. PREPARATION AND SUBMISSION OF ACCOUNTS

13.1. The Members shall vote annually, as allowed by the Deregulation (Industrial and Provident Societies) Order 1996, at the Annual General Meeting, to have when necessary in law, or where the membership requires, an audit carried out by a registered auditor, or an audit carried out by two or more lay auditors, or a report carried out by a registered auditor, or unaudited accounts, where the conditions for such exist.

13.2. If a full audit or report is required, a person who is a qualified auditor under section 7 of the Friendly and Industrial and Provident Societies Act 1968 or section 36 of the Friendly Societies Act 1974, 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, of an officer or servant of the society.

13.3. Lay auditors shall be chosen by the Committee of Management from the general membership and/or others.

13.4. If the membership vote for unaudited accounts, the society's income/expenditure ledger shall be scrutinised by the secretary and committee members only and signed, as a true record, by the Secretary and two committee members or such 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.

13.5. These accounts will then be submitted to the FCA in accordance with their current regulations.

WINCHESTER NEW ALLOTMENT HOLDERS SOCIETY LTD (WNAHS)
BYELAWS

GENERAL

In these Byelaws:

- "Allotment Site" refers to a whole area of individual allotment holdings
- "Allotment" is an individual allotment holding.
- "Plotholder" is the holder of an allotment holding by reason of an agreement to rent a holding from the Winchester New Allotment Holders Society Limited (WNAHS).
- "The Society" is the Winchester New Allotment Holders Society Limited (WNAHS).
- The following Byelaws are intended to foster safe allotment practice on all sites. Members found to be in breach will be subject to Rule 3.3 and 5.1 of the Constitution of the Society.
- Plotholders are reminded that at all times they act at their own risk. There are many natural and man-made hazards on each Allotment Site with its constituent plots, including buildings, trees, fruit cages, track ways, paths, differing ground levels, fences, machinery, tools, various activities, glass, bonfires, water provision and parasites, eg ticks. All Plotholders are expected to make themselves, other family members and their guests aware of all such potential hazards and to take appropriate precautions accordingly.
- Plotholders are requested to cut long grass, dandelions and other weeds regularly and before they seed. Those with plots adjacent to site boundaries are, after discussion with the Convenor, responsible for maintaining the perimeter hedges alongside their plot in good order.

1. REASONABLE STATE OF CULTIVATION

All plots and their boundaries are to be maintained in a reasonable state of cultivation to the satisfaction of the Management Committee and/or their authorised representatives.

Each plot should be cultivated to a minimum of 80% of its area. The area of cultivation can comprise a mix of vegetables, fruit and flowers.

2. ACCESS FROM ADJACENT PROPERTIES

Plotholders who own or occupy properties adjacent to an Allotment site are, at the discretion of the Management Committee and subject to annual review, permitted to gain access to the Allotment site directly from their properties, only as Plotholders, and in accordance only and for as long as they have rights to hold an allotment by agreement with the Society. No other rights of way, access or other rights are intended to be created by the Society on behalf of Plotholders.

2. ASBESTOS

2.1. Any asbestos found by a plot holder is NOT to be disturbed or moved and is to be reported to the Convenor or Site Representative, who is required to initiate an entry in the Asbestos Risk Register.

2.2. Plotholders must not bring asbestos based products such as flat or corrugated sheet on to any site.

2.3. The Management Committee will require the plotholder to safely remove any such import at the plotholder's expense.

3. BEES

3.1. Members may keep Honey Bees on Allotment sites subject to the following provisos:

3.1.1 The written permission of the site Convenor. This permission must be renewed annually and must specify the location of the hive(s).

3.1.2. Any plotholder wishing to keep bees must be a fully paid up and insured member of a recognised local bee-keepers association. Evidence of such membership will be required.

3.1.3. The hive(s) must be sited in such a manner that the flight path of the bees does not immediately cross a track or access path,

3.1.4. The hive(s) must have a 6ft high screen sited so as to force the bees to fly upwards on leaving the hive.

3.1.5. The Society will not be liable for any accident arising from members taking advantage of this permission.

3.1.6. Before relinquishing their plot(s) and membership of the Society, the Plotholder must remove the bees, their hives and re-instate the location to the satisfaction of the site Convenor.

4. BONFIRES

4.1. Bonfires are permitted on all Sites at the discretion of the Convenor or Site Representative. Bonfires may only be lit on any site from and including 1st October to 30th April.

PLEASE NOTE:

There are now insurance requirements as follows:
a) Fires are to be in a cleared area at a distance of at least 10 metres from any property.
b) Fires are not to be left unattended at any time.
c) A suitable fire-extinguishing appliance is to be kept available for immediate use.
d) Fires are to be extinguished at least one hour prior to leaving the site.

Any Plotholder who does not conform to the above requirements may cause a loss of insurance cover and would therefore be acting entirely at his or her own risk as to all potential consequences.

4.2. Burning of diseased or poisonous plants is at the discretion of the Convenor or Site Representative who may allow the burning to take place outside the permitted dates.

4.3. Burning of plastic and other man-made waste is not permitted.

5. BOUNDARY FENCES and HEDGES

Plotholders adjacent to boundary fences are to report any damage or decay of the boundary fences to the Convenor or Site Representative.

Those with plots adjacent to site boundaries are, after discussion with the Convenor, responsible for maintaining the perimeter hedges in good order.

6. CHEMICAL STORAGE

Members must store chemicals, in quantities solely for their own use and appropriate to the size of plot, under lock and key in their sheds.

7. CHILDREN

The Society wishes to encourage children to take an interest in allotments but to reduce the risk of accidents, children, whilst on site, are to remain under the supervision of the plotholder at all times and should keep to the Plotholder's plot. Plot based play areas and associated equipment will be subject to continuous review by the Convenor or Site Representative. Tree houses and tree ladders are not permitted.

8. CODE OF CONDUCT

Plotholders must not enter other plotholder's plots or borrow their tools, canes or other material without their prior permission.

9. EMERGENCY ACTION

The Chair and either the Secretary or an Officer of the Society may take any executive emergency actions required where it is not practicable for the business to be decided upon at a committee meeting. Details of the action will be reported and recorded at the next meeting of the Management Committee.

10. DISEASE CONTROL

Plotholders are to remove and safely dispose of diseased plants from their plots to minimise spread of diseases - particularly blight. Failure to do so will result in the Convenor notifying the plotholder and taking remedial action as necessary.

11. DOGS

Dogs should be kept under close control on leads at all times. Their waste must be removed from the site and not composted.

12. FIREARMS

The use of airguns, shotguns or any other kind of weapon is expressly prohibited on all sites.

13. FIRST AID

Plotholders should have a First Aid Kit readily available for use.

14. GREENHOUSE, SHEDS, POLYTUNNELS

All such structures should be of a size appropriate to the size of the Plotholder's plot. Before erecting such structures, permission must be sought from the Convenor or Site Representative. Convenors shall have the discretion to set maximum sizes for such structures.

Structures shall be maintained in a safe and tidy construction and the roof shall not be used for storage of materials.

15. HEDGES

Members are not to plant hedges.

16. ISSUE OF KEYS

All plot holders on locked sites must obtain a key on a refundable deposit from their Convenor, Site Representative or Membership Secretary for their locked site. Losses are to be reported to the Convenor or Membership Secretary and the deposit will not be refunded. Plot holders will be required to obtain a replacement key on a refundable deposit.

17. LOCKED SITES

The policy is to maintain locked sites. Plotholders must obtain a key to their site from the Membership Secretary on a refundable basis.

Plotholders are to lock the gate after entering and after exiting their site except at the Park Road site during Trading Shed opening hours.

Plotholders who refuse to obtain a key or who persistently leave a gate unlocked and/or open will be subject to Rule 3.3 and may lose their plotholding and forfeit their share money.

Key money will be refunded on the return of any keys held.

18. MACHINERY & ASSOCIATED SAFETY EQUIPMENT

Plotholders using the Society's machinery are to use the available safety equipment. Plotholders using their own equipment do so at their own risk and must have due regard for the safety of others. Children under the age of 16 must not operate equipment.

19. MOTOR VEHICLES

Motor vehicles and trailers may be brought on to the Park Road and Edington Road sites. Vehicles must be driven with consideration and a maximum 5-mph speed limit observed. Vehicles are to be parked only in designated parking areas and not, apart for loading and unloading, on access paths and tracks.

20. PATHS

All access paths are to be kept free from obstructions including tools, stones, hoses, wire, brambles etc to reduce, where possible, the risk of trips and falls. Grass paths next to plots are to be cut by Plotholders. Access paths should be a minimum width of 2 feet and should be kept level.

21. PAVING SLABS

The use of paving slabs is to be kept to a minimum and agreed with the Convenor

22. PLOT RUBBISH & WASTE

Plotholders are to dispose of the waste arising from their plots in a responsible manner. Piles of surplus wood, glass, plastic, metal or rubber etc are not allowed to be maintained on plots. Plotholders are encouraged to compost organic waste and to dispose of

metallic and other non-organic waste from their plot to the recycling centre at Bar End, Winchester.

23. PLOT IMPORTS

Plotholders are not allowed to bring any compostable or non-compostable waste on to their plot.

24. POISON

The Convenor or Site Representative must be consulted before the laying of any vermin poison.

25. PONDS

Ponds are permitted on WNAHS' allotments solely for environmental reasons.

A pond can be beneficial to both growers and wildlife by providing a safe habitat and water source for birds, small mammals, reptiles and insects. The National Allotment Society encourages ponds, identifying the role of allotments in providing '*habitat mosaics and wildlife corri*dors'.

However, it is also recognized that ponds can be hazardous, particularly for small children, and can be a potential trip hazard for all users of the allotment generally and, specifically, the plot in question.

Whilst it is the sole responsibility of the plot-holder to ensure that they have properly considered all risks to users of their plot and taken appropriate actions to mitigate those risks, it is recommended that, before installing a pond, you discuss your plans with your Site Convenor.

Given the above, ponds must be constructed within the following guidelines:

a. They must be no larger than 60cm x 60cm and should be considered part of the (20%) non-productive allowance for your plot. NB 80% of a plot should be dedicated to the growing of fruit and vegetables.

b. They must be no more than 30cm in depth at the deepest point.

c. They must be sited at least 45 cm from any shared footpath or border.

d. They must be clearly visible. In some circumstances there will be a need to fence around or place a grid over your pond, e.g. if young children are present on either your or an adjacent site.

e. Allotment ponds are primarily intended to encourage greater biodiversity and to enhance native wildlife. They should therefore be constructed in an appropriate manner, with sloped access and exit for small mammals. They should only be stocked with native plants.

f. Ornamental fish are not permitted.

g. When the plot-holder relinquishes their plot, they must return the area taken up by the pond to its previous state, unless requested otherwise by the Site Convenor.

There are many websites available which provide advice on how best to establish a wildlife pond. These include the RHS, Hampshire & Isle of Wight Trust and the National Allotment Society.

26. TREES

Fruit and nut trees should be grown on a dwarfing rootstock to avoid the trees growing so large as to interfere with the use and enjoyment of adjoining plots. All trees must be kept to a reasonable size appropriate for the Plotholder's plot and may be subject to survey and removal on agreement of the existing and adjacent plot-holders. Ornamental trees are not permitted, nor are Members allowed to plant hedges.

27. WASP NESTS

Plotholders are to report wasp nests to the Convenor.

28. WATER SUPPLY

Plotholders are to report water leaks, damage to water taps, pipes and their supports and to water tanks to the Convenor. Water sprinklers are not permitted

29. WATER TROUGHS

For safety reasons, all water troughs are to be covered by a childproof steel mesh or grid.

30. WEED KILLER

Weed killer is to be used sparingly and only on a calm day to prevent drift. A plotholder using weed killer will be responsible for any damage caused by any drift onto other plots.

31. WEEDS

Any poisonous weeds are to be pulled using gloves and disposed of safely.

32. WORKING PARTIES

Plotholders are invited to join periodic working parties for the benefit of the Allotment Site at the direction of the Convenor or Site Representative. Plotholders may request assistance from such a working party.

33. NUISANCE OR ANNOYANCE

The Plotholder must not cause or permit any nuisance or annoyance, including acting in an aggressive or abusive manner, to any other Plotholder, neighbouring resident of the Allotment site, a member of the management committee or any agents acting on their behalf, and must conduct themselves appropriately at all times.

34. CARPETS, UNDERLAY, ARTIFICIAL GRASS, TYRES & AGRICULTURAL WATER CONTAINERS

Carpets, underlay, artificial grass, tyres and agricultural water containers should not be used on allotments. Mypex (or similar) is useful as a temporary weed barrier but should not be used for long-term ground cover.

Note for all new members…

Having read the above Constitution & Byelaws, you should complete the relevant tick boxes on the ‘Application Acceptance Slip’ at the bottom of the Application letter that has been sent to you. This Acceptance Slip should then be signed, dated and returned to the Membership Secretary.

Receipt of the signed ‘Application Acceptance Slip’ from you will be deemed as your formal agreement to be bound by the Constitution and Byelaws of the WNAHS.