

BROOKFIELD ALLOTMENTS

Alders Avenue
Woodford Green
IG8 9PY

A SELF MANAGED ALLOTMENT SITE IN THE
LONDON BOROUGH OF WALTHAM FOREST

CONSTITUTION

Brookfield Allotments Association (London Borough of Waltham Forest - LBWF) Constitution

1. Brookfield Allotments Association

1.1. The name of the association will be the Brookfield Allotments Association (hereafter referred 'Brookfield Allotments').

2. OBJECTIVES

2.1 To ensure good management of the Brookfield Allotment site.

2.2 To promote the interests of all plot holders in their gardening and cultivation activities, within the framework of the various Allotment Acts.

2.3 To promote and foster a safe, enthusiastic, attractive biodiverse and inclusive environment that benefits plot holders, visitors and the local community.

2.4 To encourage plot holder involvement in the management and promotion of Brookfield Allotments.

2.5 To safeguard the interests of plot holders and the allotment site itself, including guarding against damage, trespass, theft and other anti-social activities.

2.6 To work with the London Borough of Waltham Forest (LBWF) to maintain and develop Brookfield Allotments.

2.7 To provide a framework for local management and maintenance of Brookfield Allotments on behalf of LBWF; and in accordance with the Local Management Agreement (hereafter 'LMA').

2.8 To promote cultivation and horticultural knowledge and biodiversity in the conservation of wildlife and the natural environment.

2.9 To organise activities for the benefit of all plot holders, including improvements to site conditions and facilities; fundraising; social events; support of new and less able plot holders.

3. MEMBERS

3.1 Membership of the Association shall be open to all current paid up plot holders (i.e. Tenants) of Brookfield Allotments and their family members who share in the cultivation of their plots.

3.2 Membership shall be subject to annual payment of the plot holders rent which forms a Membership subscription; all plot holders and their family members as defined in 3.1 who have paid the Membership subscription in the time as set out in the rules, shall become Members of the Association.

3.3 Members are eligible to attend the Annual General Meeting, any Extraordinary General Meetings and to be involved in the collective management of Brookfield Allotments through participation in the Committee.

3.4 Only one person per Tenancy who is a Member of the Association will be eligible to vote at meetings. Where a member has more than one Tenancy s/he will have only one vote in any meeting in which s/he is eligible to vote.

3.5 Any Member who is unable to attend a meeting in person can appoint another Member to vote on their behalf. This must be notified to the Secretary of the Committee prior to the start of the meeting.

3.6 The plot holders rent which forms a membership subscription is to be set by the Committee on an annual basis.

3.7 The annual membership subscription may be used for administrative expenses of the Association, including insurance, subscriptions/memberships, postage, posters, newsletters and the website, rent payable to LBWF and for site maintenance costs such as fuel, servicing and spare parts for equipment or any other ad hoc expenses.

3.8 The subscription shall be payable by 30 September each year, or as otherwise determined by the Committee. Any Member who is 1 month or more in arrears with their subscriptions shall forfeit all rights and benefits of membership unless prior notification is given to the Committee.

3.9 The Committee shall have a duty to ensure that the income from subscription fees is sufficient to cover the costs outlined in Clause 3.7 and other business of the Association.

3.10 A Member shall cease to be a Member of the Association in any of the following eventualities:

- If the Member voluntarily terminates their tenancy at Brookfield Allotments
- If the Member's tenancy is terminated for any reason

- If the Committee agrees by a majority that the Member no longer conforms to the rules and decisions of the Association as set out in this constitution. The Member must be given 28 days' notice, in writing, of the decision.

4. SITE MAINTENANCE ARRANGEMENTS

4.1 Responsibility for repairs of the infrastructure (fences, gates, water supply, trees) lies with the Association.

4.2 The Committee, via the Site Maintenance Team (SMT) will be responsible for arranging site inspections to ensure a safe site for plot holders and visitors alike.

4.3 The Committee will work with the LBWF and other external bodies, including utility companies, to identify and ensure that any site works are carried out in a timely and safe manner and in the pursuit of the Objectives.

4.4 The Committee will take such action as is required to ensure that plots are cultivated and maintained consistent with the aims and objectives. The Committee will act in accordance with current rules and regulations regarding notices to improve and eviction processes.

5. MANAGEMENT GROUP AND OFFICERS

5.1 The policy and general management of the affairs of the Association shall be conducted by the Committee, which shall be responsible to the Annual General Meeting of the Association.

5.2 A quorum at Committee meetings shall not be less than 3 members.

5.3 The Committee shall consist of the Officers elected under clause 5.6 and a number of additional Association members as co-opted Officers to assist with the running of the Association.

5.4 The Committee, together with co-opted Association Members, shall be responsible for organising and managing additional activities to support the Association such as work parties, social events, membership, group visits and communications (including the website).

5.5 The Committee will meet each quarter to discuss and co-ordinate Association business. Where appropriate and practicable, meetings of the Committee will be made open to general members of the Association. Minutes of the Committee meetings shall be taken and will be made available to the Committee in draft as soon as reasonably practicable thereafter. Minutes of the Committee meeting will be shared with members following their agreement.

5.6 The Annual General Meeting shall elect the following Officers of the Association: Chair, Treasurer, Secretary and Membership. The Annual General Meeting shall additionally elect officers as needed such as SMT. The Officers and SMT shall serve in their respective capacities until the following Annual General Meeting which is

to be held within 12 months of the last Annual General Meeting or as soon as practicable thereafter. Retiring Officers and the SMT are eligible for re-election.

5.7 Members who wish to be considered for election must be nominated by a member of the Association and seconded by one other Association member. Nominations for the elected Officer posts must be received no later than 7 days prior to the Annual General Meeting.

5.8 In the event of a vacancy occurring among the Officers, the Committee shall have the power to fill such a vacancy from its own members or those of the Association until the next Annual General Meeting. In the event of the SMT role becoming vacant before the next Annual General Meeting, the Committee shall have the power to fill such a vacancy from its own members or those of the Association until the next Annual General Meeting.

6. ANNUAL AND EXTRAORDINARY GENERAL MEETINGS

6.1 The Secretary will present his/her report of the activities of the Association for the year at the Annual General Meeting, and the Treasurer will present the accounts for approval. A minimum of 14 days' notice shall be given of the Annual General Meeting.

6.2 The Officers and SMT for the ensuing year will be elected at the Annual General Meeting.

6.3 If an Extraordinary General Meeting is necessary the request needs to be submitted in writing to the Chair. The Extraordinary General Meeting must be called within 21 days of receipt of the request or as soon as reasonably practicable thereafter, with 7 days' notice given. The quorum of the Extraordinary General Meeting shall be the same as the Annual General Meeting.

6.4 Matters relating to the Annual General Meeting must be received in writing by the Secretary no later than 7 days prior to the Annual General Meeting.

6.6 Minutes of the Annual General Meeting and Extraordinary General Meeting shall be taken and distributed to the Association as soon as reasonably practicable thereafter.

7. RULES

7.1 The Committee will prepare rules for plot holders which must be distributed with the annual plot holders' rents. Anyone who deliberately flouts the Objectives, plot holder rules or any of the policies laid down in the Constitution will be ejected from the Association.

7.2 The plot holder rules will be reviewed on an annual basis at the AGM or just after.

8. FINANCE

8.1 All monies raised by or on behalf of the Association shall be applied to further the objectives of the Association and for no other purpose.

8.2 The Treasurer shall keep proper account of the finances of the Association and shall maintain any bank accounts in the name of the Association.

8.3 The Association will be responsible for ensuring that Public and Employers' Liability and Equipment insurance policies are in place and renewed annually in a timely manner; and will ensure that any legal requirements that may come into force in the future are met.

9. DISSOLUTION

9.1 The dissolution of the Association shall be determined by a recommendation of the Committee made to all Members of the Association and agreed by a simple majority. This decision must be formally recorded by the Secretary.

9.2 In the event of dissolution, arrangements must be made for the appropriate disposal of any assets held by or in the name of the Association. Any assets remaining after the settlement of any outstanding debts or other charges shall be applied towards charitable purposes as the Committee may decide.

10. ENVIRONMENTAL AND SOCIAL POLICY

10.1 In order to minimise the impact upon the local environment the Association will promote the following:

- waste management, recycling and composting; encouraging and exploring new ways to reduce waste and encourage re-use and recycling on the site
- efficient use of water on the site by storing water in tanks or water butts, and non-wasteful use of tap water
- encourage biodiversity and wildlife-friendly practices across the site and on allotment plots through the provision of information and support to plot holders.

10.2 The Association will promote a policy of 'good neighbours' with the local community and will establish and develop links with the surrounding community.

11. EQUAL OPPORTUNITIES POLICY

11.1 The Association recognises that everyone has a contribution to make to the Association, and a right to equal treatment; and that it must discharge its duties in accordance with the Equalities Act 2010 and any successor legislation. In doing so, the Association aims to ensure that no one will be discriminated against by us on the grounds of age, class, employment status, physical or mental disability or mental health, political belief, race, religion, sex, marital status or caring responsibilities, sexuality, unrelated criminal convictions or for any other reasons prescribed by law.

12. DATA PROTECTION

12.1 Brookfield Allotments Association will follow good practice issued by the Information Commission's Office.

12.2 Only elected Officers and members of the Committee will be authorised to access personal data provided by tenants; tenants shall be required to provide only such personal data as is necessary, e.g. name, contact address and telephone number and email address.

12.3 Tenants' personal data will only be collected and used for the purposes of managing the allotments, i.e. complying with government rules relating to rent collection and plot letting, and for communication purposes including notices of meetings, events and circulation of news and information.

12.4 In so far as is practicable the Association will ensure that personal data is up to date; Members of the Association agree to keep the Association informed of any change in relevant personal details, e.g. contact telephone number, email address, home address.

12.5 The Association shall retain personal data only for so long as is necessary (until plot is returned when all plot holders' details will be deleted).

12.6 The Association will not share members' personal data with any third-party organisations, and such data will be securely stored or as otherwise required by law.

13. ADOPTION OF THE CONSTITUTION

13.1 This constitution was adopted a meeting held on 21.01.2026

This policy and related procedures will be widely promoted and must be followed by everyone involved in the Brookfield Allotments. Failure to comply with the policy and procedures will be addressed without delay and may ultimately result in dismissal/exclusion from the Association or, in more serious cases, from the site.

Monitoring

The policy will be reviewed in the following circumstances:

- changes in legislation and/or Information Commission's Office guidance.
- because of any other significant change or event.

THE COMMITTEE