

Trevalon Organic Cooperative Ltd

Secondary Rules

**An agreement between the Cooperative
and its members**

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Secondary Rules

Our agreements as co-operative

This agreement (our secondary rules) sets out the commitment between Trevalon Organic Cooperative Ltd (“the cooperative”) and you – the members. These should be read in addition to our primary rules as an Industrial and Provident Society, Community Co-operative. Copies of the primary rules are available in the packing shed at Trevalon or from the Committee or can be viewed on our website. Trevalon is a learning organisation and aims for an ongoing increase in participation of members and therefore these rules will evolve over time through consultation with members.

Trevalon Organic Cooperative Ltd is renting 17 acres of land near the village of Herodsfoot known as Trevalon. Trevalon is being managed in a sustainable manner for the benefit of you the members, wildlife and present and future generations. The farm is organic certified and is producing vegetables and meat for sale through a box scheme and to local shops. The cooperative is responsible for the management of the land and providing members with a supply of fresh organic produce through a weekly box scheme. Some of the land is being managed directly by the cooperative and vegetables are being grown by paid staff and volunteers. Other land is available to lease to members for them to produce food for their own consumption or for sale to the Cooperative.

1. Members of Trevalon Organic Cooperative Ltd share responsibility for the success of the farm:

a) On joining members agree to the following:

- Members agree to support the primary and secondary rules and the aims and principles of Trevalon Organic Cooperative Ltd (see Joining Pack)
- Members agree to pay an annual membership fee of £25/year/household (concessional rate £5/year/person) payable annually on January 1st or part thereof if joining part way through a year.
- Members sign up at their own risk.

b) Members will receive the following benefits:

- Members can take part in running the Cooperative, by being on the committee or voting at AGM's
- Members can take part in managing the land, growing vegetables and running the box scheme
- Members have access to Trevalon for the purpose of food production, recreation and education
- Members will pay no delivery charge for fruit and vegetable boxes (non-members pay £2 per delivery)
- Members will have free access to events and open days held at Trevalon
- Members will receive discounts on courses and training events organised by the cooperative
- Members will have access to subsidised external training, events, visits and support through the cooperatives membership of other organisations and its status as a registered agricultural holding.

2. The cooperative is managed by a voluntary “Committee” elected from the membership, which carries out day-to-day administration and planning on behalf of all members.

- a) The Committee is made up of between 3 and 6 elected members. We aim for the committee to be representative of the membership. We therefore aim to include: a grower, a vegetable box customer, a volunteer, an employee and an allotment holder on the Committee.
- b) Any member of Trevalon Organic Cooperative Ltd may stand for election to the Committee if proposed and seconded by two other members.
- c) Members of the Committee will be elected each year at the Annual General Meeting and their names will appear on the company register of directors.
- d) Members of the Committee may co-opt members without them being elected at an Annual General Meeting. Co-opted members then have to stand for re-election at the Annual General meeting. Provided that at any one time no more than one third of committee members can be co-opted.
- e) The Annual General Meeting can elect the Committee if at least 30% of members are present or have cast their vote in writing or by proxy.
- f) Major decisions excluding primary rule changes, can only be made at Committee meetings made up of at least 3 members or more than 50%, whichever is the larger.
- g) All Committee meetings are open to members to observe and minutes are available. If confidential issues need to be discussed it may be necessary for non-committee members to temporarily leave the room.
- h) The committee reserves the right to refuse an application for membership.

3. These are the names of the current Committee members. Please contact any of them if you would like more details or if you would like to observe a core group meeting:

Name	Phone	e-mail
Mark Simon	07986 093699	mark@trevalon.co.uk
Neil Sharma-Burford	01579 321708	nsharmaburford@googlemail.com
Klaudia van Gool	01579 346487	klaudiavangool@hotmail.com

4 . The cooperative will employ a grower-supervisor who is responsible for the growing plan, running the box scheme, customer services and marketing. The grower-supervisor will make decisions in consultation with other producer members, employees and regular volunteers and will be responsible for record keeping and ensuring that food production and other activities are in line with the overall aims of the project and are compliant with certified organic standards. In consultation with the employed grower-supervisor the producer members will plan their production according to the overall needs of the members and the approval of the Committee.

5. The employed grower-supervisor is responsible for managing employees and volunteers and supervised work-placements. A designated Committee member will have responsibility for employees, volunteers and supervised work-placements in addition to the grower-supervisor.

6. Employed staff, producer members, employees and regular volunteers will grow a range of produce and rear livestock using only certified organic practices and will make records available to the grower-supervisor and the Committee.

7. All members are encouraged to contribute to and be involved in the further growth of the project in whatever way they choose - although this is not a condition of membership. The cooperative will organise public meetings and provide other opportunities to contribute towards the development of the project. A newsletter will help keep members informed of developments and current issues. Notice of public meetings will be given in the newsletters and by email to supporters.

8. The grower-supervisor, producer members and volunteers will take responsibility for the day-to-day management of the farm and all issues concerning farming and growing policy. Trealon Organic Cooperative Ltd is an enabling organisation, which gives employees, producer members and volunteers the freedom to take initiative in all aspects relating to farm management on its behalf. The employed grower-supervisor will be the designated person who is responsible for keeping records and reporting to the Committee.

9. The Committee can spend up to £10 000 per item without approval from the membership. The committee will not borrow more than £10 000 without first consulting members.

10. We aim to grow as much produce as possible at Trealon. In addition to vegetables grown at Trealon we also buy in vegetables to maintain supply to members. We only buy vegetables that are in season. Wherever possible we buy from local Cornish suppliers. If this is not possible we buy from Devon suppliers. If this is not possible we source from other areas of the UK. Only in extreme circumstances do we buy from other European suppliers, with the exception of fruit such as grapes, oranges, lemons, banana etc. If we buy from outside Europe e.g. Caribbean Bananas, items will be fair trade as well as organic. Provenance (source) of all items is indicated to members on the website.

11. Any surplus produce not needed by the members is sold through local retail and wholesale channels and direct to non-members through vegetable boxes and farm gate sales. The proceeds from these sales go into the cooperative bank account and are put towards running costs & capital development.

12. Both members and non-members are entitled to purchase produce from the cooperative, by way of farm gate sales, through shops or vegetable boxes. Members will be given priority for available produce. Non members receiving a delivered vegetable box will be expected to pay a £2 delivery charge; collected produce incurs no delivery charge. Members will get free delivery of fruit and vegetable boxes. The sizes of fruit and vegetable box available for weekly or fortnightly delivery are as follows:

£5 Mini vegetable box (5-6 items, single person)

£9 Small vegetable box (8-9 items, couple)

£12 Large vegetable box (10-11 items, couple/family)

£15 Family vegetable box (11-12, items, family)

£4 Mini fruit box (3-4 items, single person)

£7 Small fruit box (4-5 items, couple/family)

£10 Large fruit box (5-6 items, family)

£9 Mixed fruit & vegetable box (8-10 items, single person)

Other local produce available to members on a regular basis includes: Organic Free Range eggs, £1.60 per ½ doz and Trevalon Free Range Organic Pork.

13. There is a small bursary to support potential members who cannot afford the recommended level of cost for vegetable boxes. The Committee encourages applications from individuals and proposals from third parties to make use of this bursary. Contributions from other members to this bursary fund are welcome. Trevalon Organic Cooperative supports this bursary up to a maximum of 1% of turnover. The standard bursary of 10% discount will be offered and discretionary membership & waiver of delivery charges. If people need more than this it would need the approval of the committee. Trevalon Organic Cooperative also accepts Healthy Start vouchers as payment for fresh fruit and vegetables.

14. Members who receive a fruit or vegetable box agree to pay for their order boxes each week or in advance. Payment can be made in a number of ways, either by cash or cheque on delivery, through the online shop, bank transfer or a regular standing order. Advance payments for produce will help to support the cooperative and help keep prices down, for members who can afford it the preferred method of payment is for boxes to be paid for four weeks in advance. Members wishing to pay for boxes 12 weeks in advance will receive an extra box for free. Payments can be made direct to: Trevalon Organic Cooperative, sort code 08-92-99, account number 65445231.

15. The cooperative recognises that from time to time members may want to suspend vegetable box delivery due to holidays or growing their own produce. Members who give five or more days notice will not be charged for orders that are not delivered. Any credit for vegetable boxes paid for will carry over when deliveries are resumed. If a vegetable box is delivered even though the correct notice for cancellation is given there will be no charge to the member. If less than five days notice is given for the cancellation of a delivery members are expected to pay for the order even if it is not delivered. If a member falls two weeks or more behind in payment for vegetable boxes, deliveries may be stopped. If vegetable boxes are stopped due to late payment and the scheme is oversubscribed members may have to go on a waiting list before restarting deliveries. If members wish to suspend deliveries for less than 12 weeks and give more than five days notice they may resume deliveries straight away on request. If members suspend deliveries for more than 12 weeks and the scheme is oversubscribed they may have to go on a waiting list before resuming deliveries.

16. If there are any grievances between any parties associated within the Cooperative, in the first instance the member should raise the matter with the employed grower / supervisor. If the matter is not resolved then the member should raise the matter with the designated Committee member. If the matter is not resolved informally then the member should write to the Committee so that the matter can be raised at the next committee meeting. We have a Grievance Policy, which is available on request and on the website.

17. There are three types of membership charged at either the standard rate (£25 /household/year) or a concessional rate for low income by self-declaration (£5 /person/year).

- i) Employees / Volunteers, £5 /person/year
- ii) Supporters, £25 /household/year or (£5 /person/year for low income by self-declaration)
- iii) Customers, £25 /household/year or (£5 /person/year for low income by self-declaration)
- iv) Producer Members, £25 /person/year

If a member's activities include more than one type of membership then a single higher membership rate applies.

18. Producer Members will be required to sign an annual agreement which includes the requirement to maintain the plot to certified organic standards and keep records of all inputs and outputs and making these records available to the cooperative for use in the annual organic inspection.

19. Producer Members can be of four types.

- i). Producer members wishing to grow food for themselves and their family will be entitled to lease an allotment size plot subject to availability. A “standard plot” of 20m by 10m plot will cost £40 /year or a “½ plot” of 10m by 10m will cost £20 /year and a “1/4 plot” of 5m by 10m will cost £10 /year. Therefore including membership a “standard plot” will cost £65 / year, a “½ plot” will cost £45 per year, and a “¼ plot” will cost £35 /year. The sale of produce is prohibited except to the cooperative.
- ii). Producer Members growing food at Trevalon for sale to the cooperative will be entitled to lease plots at a rate of £300/acre (4000m²). Food produced from the plot must be sold to the cooperative.
- iii). Producer Members growing food on their own land. In return for coming under the cooperatives organic certification and agreeing to sell produce to the cooperative, the land must be managed to certified organic standards and management control of the land is given up to the cooperative and any produce sold, except that which is sold to the cooperative, can not be called organic. Producer Members will be asked to sign a legally binding agreement.
- iv). Producer members who have their own organic certification will be entitled to sell produce through the cooperative to members and non-members in exchange for an agreed % of the sale price.

20. It is the duty of members to disclose any issues that may be relevant to their participation in events or volunteering e.g. health / criminal records.

21. TOC recognises that there are risks associated with activities carried out on the farm and has carried out risk assessments. Members have a duty to take reasonable care of their own and others’ health and safety. Parents / guardians must supervise their children at all times.

22. No pets are allowed on the farm.

23. These secondary rules are evolving and may be changed by the committee as long as they are not in conflict with the primary rules. Any agreed changes need to be confirmed at a General Meeting and agreed by the majority of members.

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