

THE EDIBLE FOREST ESTATE

Estate Constitution

Governance principles for all Edible Forest Estates

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Document control

This publication forms part of the controlled Founding Library of THE EDIBLE FOREST ESTATE LIMITED. Superseded versions are archived and remain available for historical reference.

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1.0	17 July 2026	Initial controlled release	First Founding Edition

Execution and plans

Every document requiring signature must also be dated. Every plan requiring agreement must be signed and dated by all relevant parties and show its drawing number, revision, status, scale and production date.

1. Constitutional status

This Constitution is a governance publication and statement of intent. It does not replace the Articles of Association, title documents, leases, transfers or applicable law. Where legal documents differ, the executed legal documents prevail.

This Constitution should be read together with the Founding Charter and the other controlled publications forming the Official Publication Library. Each publication fulfils a specific governance purpose, and together they establish the constitutional, operational and technical framework of The Edible Forest Estate. Where ambiguity exists, the publications should be interpreted consistently so far as reasonably practicable.

2. Estate structure

- Each standard participation relates to a precisely measured plot of 1.00 acres for a subscription price of £5,000, subject to the approved legal structure.
- Exactly 0.33 acres of each 1.00-acre plot will be subject to the Food Forest Management Lease.
- The remaining 0.67 acres may be cultivated, conserved, retained unused or otherwise lawfully used by the owner, subject to the title documents and Estate covenants.
- No shared facility is promised before a farm has been acquired and assessed.
- The precise legal structure adopted for each Estate may vary to reflect land ownership, planning considerations, legal advice and operational requirements, provided the founding principles of the Estate are maintained.

3. Estate-specific design authority

After purchase completion, THE EDIBLE FOREST ESTATE LIMITED determines the Estate Master Plan, including Main Estate Ways, passing places, temporary plots, any retained areas and any shared facilities. One Estate may contain shared agricultural storage, parking or gathering space; another may contain none. Nothing is declared or guaranteed before acquisition and design.

Estate design shall always respond to the characteristics of the land acquired. Infrastructure, access arrangements, retained land, shared facilities and Food Forest areas shall be determined only after acquisition, survey and detailed design have been completed. No purchaser shall assume that any particular facility or layout exists unless expressly documented.

4. Plot and boundary integrity

- Every owner must remain within the legal boundary of their plot.
- No owner may occupy, fence, cultivate, store on or appropriate land outside their title.
- Use over time does not create an Estate-recognised entitlement beyond the legal documents.
- The Estate will investigate and take proportionate action against encroachment, obstruction or interference where necessary for fairness to all.
- No participant should intentionally create uncertainty regarding legal boundaries, rights or ownership. Where uncertainty exists it should be resolved promptly using the relevant legal documents and Estate records.

5. Shared rights

- No individual owner may obstruct or withdraw a documented shared right.
- No owner may change a shared gate code, lock, barrier or access arrangement without Estate authority.
- Estate access-control systems remain under the control of the Estate or its authorised representative.
- The Estate will not allow the gradual erosion of shared rights through inaction.
- Shared rights should always be exercised reasonably, courteously and with due regard to the rights of other participants and the long-term interests of the Estate.

6. Main Estate Ways

Main Estate Ways are shared infrastructure. Straight sections normally provide at least 3.0 m of running surface with a grass centre and 1.0 m grass verge on each side, giving a typical minimum 5.0 m corridor. Bends, corners, junctions, passing places and entrances require additional width according to vehicle swept paths and site conditions.

No owner is ever obliged to contribute to maintenance costs unless they have first agreed, in writing, to both the specification and the cost.

Any financial contribution towards shared infrastructure shall be entirely voluntary unless the relevant owner has first agreed, in writing, both:

- The specification of the proposed works; and
- The estimated cost or method by which that cost will be calculated.

Where no such written agreement exists, no contribution shall be expected or implied.

Nothing in this Constitution creates any obligation upon an owner to contribute financially towards Estate infrastructure without their prior written agreement.

The Estate encourages voluntary cooperation, preventative maintenance and the donation of suitable aggregate, reclaimed materials or practical assistance wherever appropriate to reduce unnecessary expenditure whilst maintaining the long-term quality of the Estate.

7. Food Forest stewardship

The 0.33-acre Food Forest lease applies regardless of whether the owner does anything with the remaining land or later obtains a lawful change of use for it. The owner identifies the proposed Food Forest Area after plot selection; the Nursery reviews access and practicality; the final plan is signed and dated.

Produce arising from the Food Forest shall normally be allocated in accordance with the Rule of Thirds described within the Founding Charter unless expressly varied by an executed legal agreement.

Where a participant owns more than one plot or holds more than one share (or an equivalent aggregate landholding), the total Food Forest Area required under the Food Forest Management Lease may be allocated as a single contiguous area or in such other configuration as approved by THE EDIBLE FOREST ESTATE LIMITED. The allocation is based on the participant's total entitlement rather than requiring approximately one third of each individual plot to be designated separately.

8. Communications

Owners should be courteous but reserved. They need not disclose private future intentions or unsubmitted applications. Current use should be described accurately.

Where asked what they are doing, or intend to do, it is normally sufficient to state simply that they are **farming or managing their land**, unless further disclosure is required by law or voluntarily chosen.

Important communications concerning governance, permissions, shared infrastructure, ownership, legal matters or participant obligations should be made in writing. Matters not confirmed in writing should not ordinarily be relied upon as constituting an agreed Estate position.

Where significant matters are discussed verbally, they should be confirmed in writing as soon as reasonably practicable.

Written communications provide clarity, reduce misunderstanding and preserve the institutional memory of the Estate.

Participants need not disclose private future intentions or unsubmitted applications. Current use should be described accurately. No participant may represent the Estate publicly without proper authority.

9. Estate Secretary

The Estate shall maintain an Estate Secretary function responsible for publication control, plans, registers, approvals, archives, change logs and institutional memory. The function may be fulfilled by a director, family member, employee or appointed adviser.

The Estate Secretary shall also maintain the Official Publication Library, publication registers, revision history and controlled copies, ensuring that only current approved publications are issued for operational use.

10. Good Governance

Good governance depends upon clarity, consistency, fairness and written records.

Participants should cooperate in good faith, avoid unnecessary conflict and seek practical solutions that improve the Estate rather than prolong disagreement.

Decisions should favour the long-term stewardship of the Estate over short-term convenience wherever reasonably practicable.

Mature trees should be retained wherever reasonably practicable and removed only where genuinely necessary to achieve the approved Estate design or fulfil legal obligations.

11. Amendment

Controlled publications may be revised through the formal publication control process.

Revisions should improve clarity, governance, technical accuracy and legal certainty whilst preserving continuity with earlier editions wherever reasonably practicable.

Earlier editions shall remain permanently archived as part of the institutional history of THE EDIBLE FOREST ESTATE LIMITED.

Contractual rights and legal obligations may only be amended through the process required by the relevant legal documents and applicable law.

12. Constitutional Statement

This Constitution establishes the governance principles applicable to all Edible Forest Estates developed by THE EDIBLE FOREST ESTATE LIMITED.

It should be read alongside the Founding Charter and the other controlled publications forming the Official Publication Library.

Every participant, adviser and officer should seek to uphold both the letter and the spirit of this Constitution.

END OF CONTROLLED PUBLICATION

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Every generation inherits a choice: to leave the land unchanged, or to leave it better than they found it. The Edible Forest Estate has chosen the latter.