

Wolston and Brandon Allotment and Gardens Association Constitution

1 NAME:

The name of the Association is the Wolston and Brandon Allotment and Gardens Association, referred to in the Constitution as **“the Association”**.

2 OBJECTIVES of the Association are to:

- (a) Promote the interests of all members in their gardening activities and to take joint action for the benefit and protection of members.
- (b) To provide equal opportunities to all members without discrimination on any grounds.
- (c) Maintain harmonious and productive relationships with the local authority and the Association's landlord, ensuring the requirements of the lease agreement with the Association's landlord are fully understood and implemented.
- (d) Provide effective allotment management.
- (e) Provide good access, good security, well maintained pathways and freedom from neglected or misused plots.
- (f) Ensure fair rents and charges are implemented.
- (g) Provide a supply of fertilisers, tools and other horticultural equipment on behalf of members.
- (h) Promote and develop gardening skills and encourage the highest standards of cultivation, layout and landscaping.
- (i) Promote and encourage the management of green waste and materials recycling.
- (j) Promote and encourage the efficient use of water on allotments by storing water in tanks or water butts and non-wasteful use of the mains supplied water.
- (k) Promote the use of allotments within the local community for people of all backgrounds and abilities.
- (l) The Association shall at all times act within the rules and in support of the National Society of Allotment and Leisure Gardeners Ltd.
- (m) Promote co-operation with, or affiliate to, other local, national or international organisations having similar objectives.
- (n) To act, with other clubs and associations, in the community life of the village.
- (o) To promote actions and activities which benefit the environment.

3 MEMBERSHIP

- (a) Membership is open to any person who wishes to help in the furtherance of the Association's objectives.
- (b) There shall be two membership categories: Full Members and Affiliate Members
- (c) A Full Member is an individual who has paid the appropriate annual subscription and annual tenancy rent, such person being the plot holder.
- (d) An Affiliate Member is an individual who has paid the appropriate annual subscription, is not a plot holder but jointly shares the use of the Association's services/facilities.
- (e) Membership of the Association is open to both Full and Affiliate Members shall be subject to approval by the Association's Management Committee.
- (f) Persons other than Full (Plot Holding) Members, who will be beneficial to running of the Association, may also be voted onto the Management Committee. However at least 70% of the Management Committee shall comprise of Full (Plot Holding) Members.
- (g) All Committee Members shall have full voting rights, consistent with being a Full (Plot Holding) Member.

4.1 REGISTER OF MEMBERS

The Association shall keep, a register of members in which contains the following particulars:

- (a) The name, address and contact number of all members, it being the responsibility of each member to inform the secretary of any changes.
- (b) The date each member joined the Association and date of termination.
- (c) The names, addresses and contact details (i.e., telephone number, email address) of the officers and committee members of the Association and the date on which they took office.
- (d) The number of each allotment leased to the member and the date on which the member took responsibility.

4.2 TERMINATION OF MEMBERSHIP

- (a) Membership shall cease automatically:
 - 1 when a member submits his/her resignation to the secretary in writing.
 - 2 when a member dies.
 - 3 when a member, without prior agreement with the Committee, has failed to pay the required annual subscription/rent within 30 days of the first day of the period in which they are due, this period shall be fixed by the Management Committee and published on the Association's notice board.
- (b) The Management Committee shall have the right to terminate the membership of any member who does not in its opinion conform to the rules and decisions of the Association, provided that at least 28 clear days' notice has been given in writing to the member of the intention to expel and an opportunity offered for the member's case to be stated:

- (c) 28 days shall be allowed from the termination date for the removal of personal items, which may include tools, equipment, materials, and structures, not owned by the Association.
- (d) All items not removed within 28 days shall be deemed to become the property of the Association, unless prior arrangements and agreement has been made with the Management Committee.
- (e) A member aggrieved of any action of the Management Committee may appeal to the next full committee meeting, whose decision shall be final.

5 SUBSCRIPTIONS AND TENANCY

- (a) Every Full Member shall pay an annual membership subscription and annual rent as determined by the Management Committee.
- (b) Every Affiliate Member shall pay an annual affiliated membership subscription as determined by the Management Committee.
- (c) This subscription and rent shall be payable in March of each year.
- (d) Any member who has paid their subscription and rent is entitled to hold a tenancy or tenancies of allotment plot(s).
- (e) A Tenancy Agreement shall be signed by each allotment plot holder and may cover more than one allotment plot and shall cover additional plots which may subsequently be rented to the plot holder.
- (f) This Tenancy Agreement contains several important sections regarding plot-holder's duties.
- (g) In addition to the Tenancy Agreement there are also Association Rules which must be adhered to. These rules may be amended and publicised from time to time by the Management Committee.
- (h) Payment of the subscription and rent is the responsibility of each member and any member 21 days in arrears will be deemed to have ceased to be a member and thus excluded from the Association, unless explanation in writing is given to the committee of extenuating circumstances.
- (i) The Management Committee shall take all reasonable steps to collect the subscriptions and rents.
- (j) Facilities along with specific times allocated for payment shall be made available for members, during March of each year, to pay their subscriptions and rent. Prompt payment, on or before the last date allocated, however remains the responsibility of the Member.
- (k) All subscriptions and rents collected shall be remitted to the Treasurer.

6 MANAGEMENT COMMITTEE

6.1 MANAGEMENT COMMITTEE

- (a) The Management Committee (Committee) shall be responsible for the management of the Association.
- (b) The Committee has the power to make rules for the administration of the Association.
- (c) The Committee shall comprise of not less than eight members and will include the offices of Chair, Vice Chair, Secretary and Treasurer.

- (d) Committee members may also have specific roles as part of the Management Committee. These could include Plot Allocation, Site Management, Show Organiser, and Social Activities Co-ordinator.
- (e) A quorum shall consist of not less than five Committee Members.
- (f) The Committee shall meet to discuss issues relating to the association at least six times each year.
- (g) Where a vote is tied, during a Committee Meeting, The Chair shall have the casting vote.
- (h) Officers of the Committee must keep accurate records of their dealings on behalf of the Association, these being made available for inspection, as required.
- (i) The Chair, Vice Chair, Secretary or Treasurer may take any executive emergency action required where it is not practical for the matter to be decided upon at a regular or special Committee Meeting.
- (j) The Committee will retire at the Annual General Meeting but will be eligible for re-election.
- (k) As deemed necessary, people may be co-opted to the Committee. At the next Annual General Meeting they have to be elected to continue in office.

7 MEETINGS

- (a) There shall be two categories of meeting, an Annual General Meeting and an Extraordinary General Meeting.
- (b) The Chair of the meeting shall have a casting vote in the event of equal numbers of votes being cast both 'for' and 'against' the motion under consideration.
- (c) An Annual General Meeting will be held at such time that the Committee decides. However, this will normally be in early each year at a venue to be decided in advance. Restrictions resulting from the Covid-19 pandemic in 2020/2021, with the consent of the membership, the committee may be permitted to allow election of officers by on line voting.
- (d) Extraordinary General meetings can be called if considered desirable or necessary either by the Committee or by a minimum of ten Full (voting) Members. The Chair, Vice Chair, Secretary and/or Treasurer will then advertise the date, venue and agenda.
- (e) Members must be given at least seven days advance notice of the date, venue and agenda of any Annual General Meeting or Extraordinary General Meeting, which shall be subject to a quorum of twenty Members.
- (f) Items for the agenda of a Meeting must be passed to the secretary in advance of the meeting and in sufficient time to allow preparation for the meeting. Any items to be raised under the heading of 'Any Other Business' should be notified to the Chair before the meeting commences but may at the discretion of the Chair be taken at the meeting.
- (g) In exceptional circumstances, an agenda item can be tabled to the effect that Officers may be dismissed by a vote of Members at a General Meeting, subject to a quorum of twenty votes.
- (h) In the event that no quorum exists for an Annual General Meeting or Extraordinary General Meeting, after a period of 20 minutes has elapsed from the advertised starting time of the meeting, the Members present may discharge the matters notified to the meeting in the Agenda but no business under the heading of 'Any Other Business' may be discussed or agreed.

7.1 ANNUAL GENERAL MEETING

7.1.1 The Annual General Meeting shall:

- (a) Receive and accept reports from The Chair, Secretary and Treasurer.
- (b) Elect Officers and Committee members, by a show of hands, for the ensuing year. The Officers and Committee shall retire at the Annual General Meeting but shall be eligible for re-election.
- (c) The Officers of the Association shall be the President, Vice Presidents, Chair, Vice Chair, Secretary and Treasurer. The President and Vice Presidents are lifelong honorary positions bestowed on persons to honour their outstanding contribution to the Association.
- (d) Candidates to serve on the Committee should be nominated, seconded and accept the nomination either prior to or at the Annual General Meeting.
- (e) Acceptance of candidates will be decided at the Annual General Meeting by a vote of Members, subject to a quorum of twenty votes.
- (f) Where there is a contested office then this will be decided by a private ballot at the Annual General Meeting.
- (g) Any changes to this constitution shall be considered and adopted by a vote of Members at an Annual General Meeting.

8 FINANCES

The Association shall be deemed to be a non-profit making organisation.

- (a) The Committee shall take all reasonable steps to ensure that the status quo of a non-profit making organisation is maintained.
- (b) The Committee shall maintain a bank account in the name of the Association and all monies received from any source on behalf of the Association will be paid into that account.
- (c) All withdrawals are subject to two signatories who shall belong to the Committee, one of whom is the Treasurer.
- (d) One competent person, who is not a member of the Committee, shall be appointed to review the accounts prior to the Annual General Meeting.

9 DISSOLUTION

Dissolution of the Association shall be determined upon the recommendation of the Committee at a meeting of the membership of the Association specifically called for that purpose. Upon voting of two-thirds of the membership attending such meeting agreeing to accept the recommendation of the Committee, the Committee shall have the power to realise all assets held by or on behalf of the Association. After the satisfaction of all proper debts and liabilities any remaining assets shall be given or transferred to such other similar societies or bodies having the same or similar object as the Association, as may be determined by the Committee, or failing that to some other charitable purpose. A copy of the determining resolution together with the Statement of Accounts for the final accounting period shall be produced and made available to any party as required under law or to any other party on request.

10 ADOPTION

This Constitution has been revised and updated. All previous versions being now obsolete.

Adopted at the Annual General Meeting: _____.

Signatories:

Chair_____

Secretary_____

DATE_____

DATE_____