

******* Allotment Society Constitution 20****

Adopted by the ***** Allotment Society A.G.M. **/**/*****

1. Name

The name of the organization shall be '***** ALLOTMENT SOCIETY'

2. Aims

- To develop the allotment society and to promote allotment gardening for the benefit of local people.
- To promote the interests of Allotment holders and to take joint action for the benefit of members.
- To be a non-profit making organization, any surplus to be retained and used for the benefit of its members.
- *To provide a service to members by making gardening produce, tools, seeds, fertilisers and other horticultural needs available at reasonable prices and to be non-profit making and use any surplus to develop society facilities. (OPTIONAL- only include the above if it is the intention of the society to provide this service to its members)*

3. OBJECTIVES

- To carry on the creation of allotments and promote their proper cultivation.
- Promote the health and wellbeing of the local community by making available Allotment plots to all regardless of ages, ability, ethnic origin, gender or sexual orientation.
- To work with R.A.A and other local bodies to promote and make available all reasonable facilities for the benefit of tenants and disabled members.

4. MEMBERSHIP

There shall be three categories of membership-

By becoming a member the Plot holder, or Associate, is deemed to have accepted the terms set out in this Constitution, and agrees to abide by the rules of the +++++ Allotment Society and the Rotherham Allotment Alliance. Each full plot holder will automatically become shareholder of the Rotherham Allotment Alliance and entitled to vote at its AGM's.

a) **FULL**

A full member is one who has paid the yearly subscription for an Allotment plot in accordance with the rules of the Society. This is an annual tenancy automatically renewed. See 5(b) below. (It is strongly advised that all plot holders are issued with a tenancy agreement (the RAA has a model tenancy agreement (see appendix 3) which could be adopted).

b) **PROBATIONARY**

A new plot holder is to be given temporary membership for a period of three months before becoming a full member of the Society. This is to allow the new plot holder to decide if he/she is suited to allotment gardening and leave without recrimination. The Committee will review progress after two months and advise the probationer if the plot is not being worked to its proper potential. In the event of a probationer leaving the Society if a full year's rent has been paid a refund, less an amount to cover the period in occupancy to a maximum of 25% of the amount paid, will be made. At the end of the three-month period the new member will be asked to sign a tenancy agreement confirming acceptance of the rules of the Society.

c) **JOINT TENANT**

Any joint tenant must be registered as part of the plot tenancy. However, as joint tenant there will be no entitlement to automatic shareholder status of RAA. Any plot transfer to the joint tenant can only take place after a minimum period of 12 months. There will be no "selling on" or "sub-letting" of plots

d) **ASSOCIATE (OPTIONAL)**

An Associate member does not have an allotment but is a supporter of the Society and has the same access to the shop as a full member to purchase gardening products etc. See 10*)

(OPTIONAL- only include the above if it is the intention of the society to provide this service to its members) To provide a service to members by making gardening produce, tools, seeds, fertilisers and other horticultural needs available at reasonable prices and to be non-profit making and use any surplus to develop society facilities.)

5. TERMINATION OF MEMBERSHIP

Any full member who wishes to give up their plot should give one months notice of their intention with all keys returned at the end of the notice period. All personal property must be removed and any property left one month after date of termination shall become the property of the Society.

The Committee of ***** Allotment Society may terminate the tenancy of any member:-

- a) Who has not paid their annual subscription / rent within two months of the rental demand (see also section 9).
- b) An annual tenancy may not be renewed if the tenant has not worked the plot(s) and has been warned over the previous 12 months
- c) Who is not operating in the best interests of the society and its members or whose actions may bring the Society into disrepute in accordance with the Allotment Rules and Polices of the RAA or the Society.

In such instances the member has the right to written notice that such action is being considered and they must be given 14 days' notice of such consideration. The member

has the right of reply and may make representations to the Committee as to why their membership should not be terminated. An appeal may be made to Rotherham Allotment Alliance as final resort.

6. The committee

The Committee of ***** Allotment Society is to consist of the following:-

- Chairperson
- Secretary
- Treasurer
- Minute Secretary – (this role can be incorporated in secretaries role)

In addition to the above officers there will be no more than eight other committee members

Officers and committee members must be plot holders and over the age of 18. To ensure financial security and transparency there should be independence between those empowered with financial transactions.

The quorum for any committee meeting will be five of whom two must be office holders listed above.

The Committee will retire at the A.G.M. but will be eligible for re-election. Members of the Committee will be elected at the A.G.M. from nominations received. During the term any vacancies arising may be filled by co-opting additional members from the full members list.

Decisions will be made by simple majority. In the event of a tied vote the Chairperson shall have casting vote.

7. Work of the committee

The committee is charged with ensuring that the ***** Allotment Society operates within its aims and objectives and for the proper financial stewardship of the Society.

Financial year of the Society is 1stJanuary to 31stDecember for a twelve-month period.

A full record of Committee proceedings will be kept by way of minutes of meetings (approved as a true record by the committee at the next meeting) and available for members perusal.

The Treasurer will open and maintain bank accounts for the Society and Trading Accounts. All funds to be paid into the appropriate account, produce monthly and annual accounts with Balance Sheets for approval by the committee.

Cheques will be signed by signatories recognised at the Bank, to include Chair, Secretary and Treasurer.

8. Assets

Chair, Secretary and Treasurer will be appointed Trustees to hold the assets of the Society.

When an appointed Trustee is no longer connected to the running of the Society that Trusteeship will lapse and be assigned to the succeeding officer.

9. Subscriptions

Subscriptions are due immediately after the A.G.M. has fixed and agreed the rentals for that year

and must be paid, in full, within two months of that A.G.M. Membership may be terminated if this deadline is not met.

Subscriptions will include affiliation ties to any organisation that the Society and A.G.M. deem appropriate.

10. Annual general meetings

The A.G.M. will be held as soon as practicable after the end of a financial year which is 31st December. Members will be given at least 14 days' notice of the meeting and all full members have voting rights.

**Associate members have the right to attend and speak but do not have voting rights.* Proposed motions and matters to be raised are to be notified to the Secretary in writing at least 1 week prior to the meeting.

An Extraordinary General Meeting may be held at the request of the Committee or at the request of at least 10 full members, provided the Committee has been notified of that request. Rules for an A.G.M. will apply as necessary. Where the matters to be discussed involve proposed change to the Constitution then 1 month notice to be given.

11. Auditors

The Annual Audited Accounts will be presented at the A.G.M. for consideration by the meeting. These accounts may be audited by an experienced lay person acceptable to, but independent from the Committee. The audited accounts, if not presented at the A.G.M., are to be presented to the Committee within the first quarter of the financial year.

12. Affiliations

The ***** Allotment Society may consider affiliation to the any body deemed appropriate by the Committee and A.G.M. and follow the legal requirements of those bodies.

13. Changes to the constitution and dissolution

Changes to the Constitution may only be made at an A.G.M. or special E.G.M. and must be supported by at least two thirds of the members present. The objectives for which the E.G.M. was called must be clearly stated in the Notice of the Meeting. In the event of the dissolution of the Society (ceasing to be an Allotment Society) then the same rules should apply as amendments to the Constitution. Any financial assets remaining will be passed to the RAA who will place in a holding account until a new society can be constituted or for a maximum period of three years. Any other assets machinery/equipment etc. can remain on site for the use of tenants if safe and secure storage is available otherwise these items will be removed to RAA safe storage.

14. Responsibilities of members

All members should operate within the aims and objectives of the Society also as a shareholder of the RAA will follow all the rules and policies of the RAA. At the time of payment members will receive a copy of revised rules adopted by the Society which are in the interest of good allotment practice and good relations with the local community.

15. Restrictions

A tenant cannot let or sub-let part of the plot for gain or carry out a commercial business from the plot or site. A tenant cannot “sell on” their plot, plot allocation must be carried out by the committee (family inheritance is allowed)

16. Other matters

The site and members to be protected by Public Liability and other insurances as considered necessary. Any matters not provided for in this Constitution or issued Rules shall be dealt with by the Committee at its discretion.

17. Registered address

The Registered address of the Society shall be:-

The *****Allotment Society
New Site
Much Digging Rd
Rotherham

For correspondence purposes this may be changed to the address of the current Secretary of the Society, with the consent of the Committee.

Email address:

(19th February 2021 JP/MH)