

# **Greenmoor Community Allotment Association CONSTITUTION**

## **1. Name**

The name of the association shall be Greenmoor Community Allotment Association, hereafter called the Association.

## **2. Objects**

The objects of the association will be:

To provide or help provide public facilities for social welfare, recreation & leisure time to help improve the condition of life, in particular but not exclusively by:

- providing areas primarily for the growing of vegetables, fruit and flowers and keeping of livestock as permitted under Allotments Act 1950
  
- providing education to the community to encourage the production of healthy food, promote sustainable lifestyles and encourage environmentally sensitive methods which will impact on the health of individuals, the community and the environment.

To align our work with the Nuneaton and Bedworth Borough Council Allotment Strategy. To support and involve the wider local community. To care for the local environment. Particularly, but not exclusively, by:

- encouraging and supporting local community organisations to make use of our facilities
  
- providing a meeting place and resource for local community organisations.

To operate in all things with due care for health and safety, with fairness and in accordance with the law and without prejudice or discrimination (including but not limited to race, gender, age, sexual orientation, disability or political bias).

## **3. Membership**

All renewed or new plot holders must become a tenant by:-

- paying fees and rent by due dates
- signing a tenancy agreement
- gaining committee approval within 14 days, (which must not be withheld without good reason).

The tenancy lasts a maximum of one year, but can be renewed at the due date.

Only the first named person on each plot can be the official tenant.

A tenant is a full member of the association.  
Only tenants are entitled to vote at meetings.

The management team may establish different classes of membership, determine their respective benefits and duties and set the levels of any subscriptions.

A plot is defined by the lettings officer and approved at committee.

The tenancy may be forfeit if:

- there is a breach of the tenancy agreement
- the rent is not paid when due
- the tenancy agreement is not signed

#### **4. Management team**

(aka 'Management Committee' or 'Committee')

The Committee's responsibility is to manage the work of the association in order to achieve its objectives and to comply with the terms of the lease for the land and any guidelines or Technical Advisory Notes (TANs) issued by the Nuneaton and Bedworth Borough Council (NBBC) or the landlord.

The Committee consists of a maximum of 10 people all of whom must be tenants of the association.

There shall be 4 Executive officers - Secretary, Chairperson, Treasurer and Vice-Chair - and 6 ordinary committee members.

The Committee members are elected at the Association's Annual General Meeting (AGM) or a Special General Meeting. Committee members serve for a period of 12 months until the next AGM when they retire but are eligible for re-election.

If a committee post becomes vacant before the next AGM, the executive have the power to co-opt any tenant for the remaining time to the AGM, when the post will be open for nominations and election as usual.

Resignation from the post of committee member will be accepted in writing (including via email) to the Secretary. Any committee member who verbally resigns in the presence of 2 other committee members may re-consider and withdraw their resignation in writing within 7 days after which time they are deemed to have resigned.

Any committee member who leaves their post by resigning, retiring or not being re-elected, must return all documents and property that legally belongs to the association within 6 weeks or forfeit their plot and membership of the association.

Committee members cannot be 'ejected' from the committee by the committee.

Any committee member who makes a contract with a third party for the provision of goods or services to the association, or takes any other action on behalf of the association, is deemed to be acting on behalf of the association and therefore the association as a whole is liable for any potential financial loss, always providing that the action is consistent with association agreed policies or guidelines and is within

the committee member's role as described under specific roles and responsibilities, or that the action has previously been approved by the committee and documented.

### **Management Team meetings**

The Committee shall normally meet at least 5 times a year plus the Annual General Meeting (AGM.)

The Committee may also be summoned by the Chairperson or Vice-Chair or by 3 members of the management team acting together by written request to the Secretary.

Preparation for, and conduct of management meetings, AGMs and SGM's will be done in accordance with the Federation guidance notes, giving proper notice of meetings and taking minutes.

The Chairperson, or in their absence the Vice Chairperson, shall Chair all meetings. If both are absent, members present shall elect one of their number to act as Chair.

A quorum is 4 out of the 10 committee members. The quorum must be maintained for all decisions and votes.

If a quorum has not been reached within 30 minutes the meeting shall be closed.

Every matter that requires a decision shall be determined by a majority of voting members present. The Chairperson of the meeting shall have a second and casting vote only where there is an equality of votes.

Votes will be by show of hands unless the Chair decides to have a secret ballot.

Committee decisions shall be binding on all committee members. However Executive officers have final responsibility for the lease so may require the committee to re-consider a decision to ensure compliance with the objects of the Association, the lease, the NBBC allotment strategy, TANs or other policies or guidance issued by the council.

If any member of the management team has a pecuniary interest in a matter under discussion, they must declare it and withdraw from the meeting until the management team has made its decision.

The committee minutes will be available for inspection, with due regard for data protection issues, by written application to the Secretary.

Decisions outside the scope of a committee member's normal responsibilities shall only be made at a properly convened committee meeting and never outside it. Should circumstance require, every attempt will be made to contact all the committee members who may then reach a decision without meeting.

## **Special conditions for AGM and Special General Meetings**

The AGM shall be held once a year, normally in March, to agree rents, receive reports from the Chairperson, Treasurer and Secretary, approve the accounts, elect the management team members as necessary , and conduct any other business that is on the agenda.

Any other business must be notified to the Secretary in writing at least 14 days before the AGM.

A Special General Meeting may be called by resolution of the Committee or by written request, signed by six or more tenants of the Association and delivered to the Secretary who shall convene the meeting within 21 days. Only matters specified in the written request shall be discussed at this meeting.

Normally not less than 28 days notice of the time and place of the AGM or 14 days for a Special General Meeting shall be given by the Secretary who shall circulate notices of these details, including the agenda, where appropriate.

Nominations for committee elections must be in writing signed by the nominee and handed to the Secretary at least 21 days before the AGM.

Any proposal (including proposals for elections) will be decided on by majority vote of those tenants present.

Voting is by show of hands unless the Chair decides on a secret ballot. If there is more than one candidate for an executive post in an election at an AGM or SGM, then the ballot will be secret. The Chairperson of the meeting shall have a second and casting vote only where there is an equality of votes.

## **5. Powers**

The Management Team may do anything reasonable which is conducive to the furtherance of the objectives, including, but not limited to, the power to:

- enter into contracts to provide or receive services
- obtain, collect or receive money by way of contributions, donations, subscriptions, grants or other lawful methods, and may make donations to individuals or organisations
- work in partnership with other organisations
- act as arbitrator in disputes between tenants, where the committee's decision is binding with right of appeal to the Federation.

## **6. Rents (Plot fees)**

The tenancy year is for 12 months starting from 1st April.

Rents shall be approved at the AGM.

Rents are due 1st April and are paid in full in advance for the following tenancy year.

New tenancies that start after 1st August will be at half the annual rent.

If tenancy is not renewed by 30th April then the tenancy will be deemed to have been given up. (NB Tenancy renewal includes signing tenancy agreement and gaining committee approval)

## **7. Finance**

The assets of the Association shall be applied solely towards the promotion of the objectives. No portion thereof shall be paid or transferred to any member of the Association, but this does not prevent the reimbursement of reasonable expenses incurred whilst acting on behalf of the association with prior consent of the Committee.

The Treasurer shall act in accordance with the finance policy and be responsible for the safekeeping of the assets of the association. They must keep records of receipts and payments. The association will have a bank account. The treasurer must sign all cheques plus one other authorised person.

Expenditure above pre-determined limits, set in the Finance policy, must have written committee approval in advance.

An auditor will be appointed. This person shall not be an officer or servant of the society or have a close relationship with any committee member. An audited statement of accounts shall be presented by the Treasurer at the AGM.

The accounting year shall be determined by the management committee.

## **8. Dissolution**

The Association may at any time be dissolved by a resolution supported by at least two-thirds of tenants present and voting at a special General Meeting convened for that express purpose. The resolution may give instructions for the disposal of the Association's assets. Any funds remaining after debts and liabilities have been dealt with will be given or transferred to other bodies having objects similar to those of the Association.

## **9. Alterations to the Constitution**

This constitution may be altered only at an AGM or Special General Meeting. Notice of any proposed change must be given to the Secretary at least 21 days before the meeting. Changes will be circulated before the meeting.

This constitution was adopted on 10th March 2016