

# Trawden Forest Allotment Society

## Constitution

(Draft) Issue 1 Feb '22

The Society and its property will be administered and managed in accordance with the provisions in this constitution.

The name of the Society is Trawden Forest Allotment Society (**TFAS**) (being the combined name of allotments adjacent to Cottontree Lane) referred to as TFAS throughout this Document

Official communications will normally be received and signed on behalf of the society by the Secretary, or in the absence of the Secretary by the Chair or Treasurer.

### **Aim**

To promote, protect and preserve a thriving allotment community at TFAS Allotments and to support and encourage the pursuit of gardening as a healthy recreation for the social welfare of members and the wider community.

### **Objectives**

1. To manage and maintain the site, communal buildings and equipment at TFAS and seek on-going improvements in their standards and facilities.
2. **To work with Trawden Parish Council, the landlords**
3. Administer a waiting list and let plots on a first come first served basis.
4. Promote allotments and good gardening practice to members and in the community.
5. Promote community fellowship and education on site including the provision of reasonable support to new gardeners on the site.
6. To actively cooperate with groups and organisations in support of our aims and objectives.

### **Income and Property**

1. The income and property of the society can only be used in pursuit of its objectives.
2. A member can be reimbursed for expenses incurred when acting for the society on approval of the committee.
3. Committee members will be covered by indemnity insurance purchased on their behalf.
4. All expenditure must be approved, normally in advance, by the Committee and managed through a Purchase Order system only.

**Powers**

The society shall have full powers to do all lawful things necessary or expedient for the accomplishment of its objectives.

**Equal Opportunities Policy**

TFAS operates an equal opportunities policy for all existing members, and for those wishing to become members and will avoid discrimination on the grounds of Age, Disability, Gender reassignment, Marriage and civil partnership, Race, Religion and belief, Sex and Sexual orientation in accordance with the Equality Act of 2010

**Use of name**

The name shall be mentioned in all business letters of the society, notices, advertisements and other official publications of the Society, and payments, cheques, orders for money or goods that are signed on behalf of the Society and in all bills, invoices, receipts and letters of credit of the Society. The name of the Society may only be used with the consent of the Committee

**Terms and Conditions**

The allotment garden will be used as an allotment garden and for no other purpose without the prior consent, in writing, of the TFAS.

It will be the decision of the TFAS whether any tenant has the right to more than one allotment. If a tenant is permitted to have more than one allotment, TFAS may give 12 months notice if the allotment is required for a new tenant.

The tenant must reside within 1.6 km of the Trawden Parish outer boundary. If a tenant is permitted to reside outside this boundary, the TFAS may give 12 Months notice if the allotment is required for a new tenant who lives within the boundary.

The Tenancy will end on the death of the tenant. The tenant's surviving family may continue with the tenancy, with the consent of the TFAS and on the signing of a new allotment agreement.

TFAS shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify TFAS in respect of any such claim made against it.

TFAS shall accept no liability to the tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.

The Tenancy can be terminated by the TFAS, giving one month's notice, if:

The rent is in arrears for 40 days or more, whether legally demanded or not.

If after 3 months tenancy, the allotment is not clean and in a good state of cultivation, unless prior agreement with TFAS has been made.

The tenant has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement.

Verbal or written abuse/harassment to any member of the TFAS Members/Tenants is deemed to have taken place.

The Tenancy can also be terminated by:

The TFAS giving 12 months' notice before 1st April or after 29 September, in any year.

***The TFAS, giving 3 months' notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the TFAS by other agencies.***

The Tenant, giving 3 months notice, at any time.

The Tenant will:

Keep the allotment fertile, strimmed and clean, with a minimum two thirds under cultivation, unless otherwise agreed in writing.

Not cause any nuisance or annoyance to any other tenant or nearby residents.

Not obstruct or encroach upon any path set out by the TFAS for the use of other tenants.

Not sub-let or assign, to another person, any part of the allotment.

Not, without the written consent of the TFAS, cut or prune any trees (except permitted fruit trees – see below), or take or sell any mineral, gravel or clay from the allotment site.

Keep every hedge that forms part of the allotment properly cut and trimmed.

Fencing of the allotment is the responsibility of the tenant and must be to the satisfaction of the TFAS, this includes the external fence of the allotment.

Not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the TFAS for the use of other tenants.

Keep all paths clean and free from weeds, with a minimum width of 40cm (16 inches).

The tenant must not erect any building or structure without the approval of the TFAS. As a guide, one greenhouse or tool shed. Greenhouse maximum size 20\*10 feet inclusive of potting shed or 8\*6 feet for a tool shed

Not plant any fruit or other species of tree without the approval of the TFAS. If consent is given, the maximum height of the trees should be 3 metres; all tree branches must remain within the boundary of the host allotment and should not obstruct any pathways. It is the tenant's responsibility to maintain any trees on their plot.

Not place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenant's allotment).

Not place any matter in the hedges, ditches, watercourses or dykes or on any adjoining land.

Ensure that any dog brought into the allotment is securely held on a leash and any fouling is removed. Tenants have a duty of care to each other and to visitors. Dogs MUST NOT be left unattended on any allotment plot.

Not keep any animals or livestock other than hens or rabbits on the allotment without prior approval from the TFAS. Cockerels are not permitted.

Notify the TFAS of any change of address.

Observe and perform any other special conditions, which the TFAS considers necessary to preserve the allotment from deterioration.

Will ensure all pesticides are secured in locked sheds.

When using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.

Not to place or keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – in particular not asbestos, building materials, poisons, fuel etc.

Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.

All sheds and structures are maintained in a reasonable and safe condition.

On termination of the agreement, the tenant will make arrangements for the removal of all personal property within 28 days, to the TFAS satisfaction. If the TFAS needs to clear the area on behalf of the tenant, an invoice will be sent to the tenant following the work being carried out.

No child is allowed on the allotment unless under the supervision of an adult.

### **Fires**

Will be allowed on allotments with the following restrictions:

From the end of October to the end of March, fires can take place during daylight hours on Sunday. Between 1<sup>st</sup> April and the end of October, fires can only take place on Wednesday evening between 6&8pm, or on Saturday morning between 8am and noon. All fires must be extinguished by 12 noon on Saturday.

Treated wood (i.e. sheds/fences) cannot be burnt.

All fires must be small, controlled and be attended at all times.

Ensure that smoke is not blowing onto the highway or directly at any property.

All fires must be completely extinguished before you leave the allotment.

Man-made products should not be burned.  
Fires are not allowed on Bank Holidays.

Any officer or member of the TFAS will be entitled, at any time, to enter and inspect the allotment.

This agreement replaces all previous allotment agreements, if any exist, between the TPAS and the Tenant, and if not returned signed within 30 days of receipt, serves as termination of the tenancy

\*\*\*\*\* An allotment garden means an allotment not exceeding a quarter acre (250 sq Metres), which is wholly or mainly occupied and cultivated by the tenant for the production of vegetable or fruit crops, other than apples, pears and plums, for the consumption by the tenant or the tenant's family, and flowers, provided these are not grown for commercial purposes \*\*\*\*\*

## **Membership**

The Society shall consist of plot holders at TFAS site and individuals over eighteen or those who support our objectives and who the Committee admit to membership.

Membership cannot be transferred to anyone else.

Members are required to pay full membership, unless within 2 months of the next renewal date. The appropriate subscription fee will be set by the AGM.

### **Termination of membership**

A member shall cease to be a member if:

The member dies

The member resigns by written notice to the society.

The annual subscription is not paid within 40 days of it falling due.

The member is removed by a resolution of committee members and the member has been given 21 days written notice of the meeting and the member or the member's representative has had the chance to make representations to the meeting.

## **List of members**

The secretary will keep a register of member's names and contact details. Members may see their entry. Members must inform the secretary of changes to their contact details.

## **Governance and Day to Day Management**

Governance shall be vested in the General Meeting.

Day to day management is delegated to the Committee.

## **Committee and Officers**

### **The Committee**

The Committee must be members of the society.

The Committee will consist of a Chair, Secretary, Treasurer and Vice-chair together with a maximum of 7 committee members or such number as may be determined at General Meeting.

### **Election of Committee Members**

The Committee shall be elected from members of the society at the Annual General Meeting by secret ballot. (The nominated Auditor will count the votes) There will be a separate proposal for each nominee.

Each of the committee members shall retire with effect at the end of the next Annual General Meeting, but shall be eligible for re-election. Officers should normally retire for a minimum of one year after three years in office.

Nominees must give the society a notice in writing 28 days before the meeting that:

State the name of the nominee

State the name of a proposer and seconder

Provide a brief statement on the nominees experience and suitability for the role.

In the event of no one being elected to one of the officer roles, nominations will be made from the elected members at the first committee meeting

There will be four trustees with powers of administration over property held in trust for TFAS. Trustees may only exercise their powers under the direction of the standing committee and are to comply with decisions made by majority vote of the standing committee. The appointment of trustees will be proposed by the standing committee and confirmed by a majority vote at the AGM. The officers of TFAS are eligible while they are in office and for five years following their resignation. Trustees are appointed for a term of 5 years. Trustees may be removed by a majority vote at a General Meeting. Trustees may resign by written notice to the society. If there are fewer than four trustees the current trustees may co-opt a member to act as trustee until the next AGM.

### **Mid-term Vacancies**

The Committee may appoint members to fill any vacancy arising during the year. Members appointed will be full voting members and count towards a quorum.

#### **Co-opted Committee Members**

The Committee may co-opt any member of the committee to assist in its work. Such co-opted members are non-voting and do not count toward a quorum.

#### **Powers of the Committee**

The Committee shall have the full power to supervise and manage the day to day work of society according to the rules for the purpose of accomplishing the objectives.

#### **Attendance**

Any member who has failed to attend two meetings in any year for any reasons unacceptable to the Committee will cease to be a Committee member.

#### **Removal from Committee**

1. The Management Committee may remove any officer or committee member from the committee by a simple majority following an open discussion of the issues which includes the individual members opportunity to put her/his point of view. The vote may be by secret ballot and the number of votes will be recorded in the minutes. There will be a right of appeal to the Association of Manchester Allotment Societies
2. Resignation in writing to the Chair / Secretary

### **Committee Meetings**

#### **Frequency of Meetings**

The Committee will meet monthly. A regular meeting day and time will be decided at the first committee meeting. Each meeting will agree the date of the next meeting.

#### **Quorum for Committee Meetings**

the quorum for Committee meetings is 4 or 40% of the Committee plus one, whichever is greater.

#### **Emergency Actions**

The Chair and either the Secretary or Treasurer may take any emergency actions required where it is not practicable for the business to be decided upon at a regular or special committee meeting. Details of the action will be reported and recorded in the minutes of the next committee meeting.

#### **Conduct of Meetings**

At all committee meetings every question shall be decided by a majority vote. If the vote is tied the Chair will have an extra, deciding vote.

If the Chair is absent the Vice-chair will chair that meeting. If the Vice-chair is absent the meeting shall elect a chair.

#### **Society members' attendance at committee meetings**

Plot holders and society members can attend committee meetings as observers without invitation or having to give notice. The committee may invite members to participate in discussion but not vote on a proposal where the member has expertise or an interest.

### **Repair and Insurance**

The committee must keep in repair communal buildings belonging to the society and insure them to their full value against fire and other usual risks. They must also ensure that suitable public liability insurance is held. Providing this is not more than double the current premium.

### **Rules**

The Committee may from time to time make rules for the conduct of their business including but not limited to:

The admission of members.

The conduct of members.

Keeping and authenticating records.

Procedure at meetings, where it is not already regulated by this constitution.

The Society has the power to repeal, alter or add to the rules by a vote at a General Meeting.

The rules shall be binding on all members. No rule shall be inconsistent with or affect anything included in this constitution.

### **Sub-committees**

The committee can delegate any of their powers or functions to a sub-committee. The terms of the delegation must be recorded in the minutes. The committee may revoke or alter a delegation. The committee may impose additional conditions when delegating.

Sub-committees must keep a record of all their meetings and actions and present these to the Committee promptly and fully.

The sub-committee must submit a proposal with a budget, and risk assessment to the committee for approval before proceeding. All spending must be in accordance with the budget agreed by the Committee in advance.

### **Finance**

#### **Financial Records**

The treasurer shall keep an up to date and accurate record of all income and expenditure related to the Society's financial transactions. All expenditure must be supported by a receipt or voucher showing: the date of expenditure, the total amount, and the purpose for which payment was made. Receipts for membership fee income will be given, recording the date paid, the duration of membership fee and the name of the member. The receipt will be proof of membership. TFAS operate a Purchase Order system and all purchases must append a PO.Number with the transaction/supplier.

#### **Banking**

The treasurer shall open a cheque book account with a bank or building society in the name of the Society. Payments by cheque require two of four authorised signatories – the Chair, Treasurer, Secretary or Shop Manager



**Annual Accounts Format**

If no other activity is envisaged then a simple Income and Expenditure account and a balance sheet is sufficient. In the event of other activities (e.g trading, shows) that need recording separately then a separate simple sub account will be introduced with the agreement to the Committee.

**Loans & Borrowing**

Loans, borrowing and other credit arrangements need a specific decision at an Annual General Meeting before a contract is entered into.

**Reports to Committee**

The Treasurer will make a verbal report to each committee meeting on income, expenditure and liabilities up to the Friday before the meeting, and make available at the meeting the most recent bank statement. If the treasurer is not available he/she will submit a written report. The Treasurer's report will be recorded in the minutes.

**Special Expenditure**

When special projects are considered they will be costed as far as possible and the Treasurer will advise on possible ways of funding.

**Financial Advice**

Where the society needs financial advice the Treasurer shall seek financial advice required and advise the Committee.

**Presentation of accounts for audit**

The Treasurer shall close the account on the 31<sup>st</sup> December each year and prepare income and expenditure statements and a balance sheet for presentation to the Honorary Auditor at the earliest opportunity in the following month.

**Mid-term vacancy**

Where for any reason the Treasurer ceases to hold office the Committee will appoint an Acting Treasurer and ask the Honorary Auditor to carry out an interim audit in preparation for the new Treasurer taking up office.

**Membership Fee**

The Treasurer shall advise the Annual General Meeting of any changes required in the membership fee for the current financial year and the Annual General Meeting will consider and decide on the membership fee.

**Auditor****Appointment of Auditor**

The Honorary Auditor shall be appointed at each Annual General Meeting and shall hold office until the close of the following Annual General Meeting.

**Qualifications**

The auditor must not be an officer of the Society or a member of the Committee but any other person, member or not, who has agreed to carry out the duty may be nominated and appointed at the Annual General Meeting.

### **Mid-term vacancy**

Where for any reason the auditor ceases to hold office the Committee will appoint a replacement auditor as soon as practical and record this in the minutes.

## **Audit of Accounts**

### **Audit Procedure**

The auditor shall receive the draft accounts, payments, receipts files, bank statements and bank books from the Treasurer at the earliest opportunity in January each year. The Auditor will examine them and report on final accounts as to their accuracy based on the documents of the Society's financial transactions for the year.

### **Approval of Audit Accounts**

The Annual General Meeting will consider the annual accounts presented by the Treasurer and/or the Auditor. Adoption of the accounts will be proposed by someone other than the Auditor or Treasurer. At the Annual General Meeting the Auditor may raise any financial matters which require the attention of the Society.

### **Availability of Audited Accounts**

Any member has the right to request a copy of the adopted audited accounts from the Secretary who will provide them within two weeks of the request. **General Meetings**

### **Annual General Meeting**

The Annual General Meeting shall be held in February each year.

### **Special General Meeting**

A Special General Meeting can be called by the Committee at any time, or when it is requested in writing by 25 members to the Secretary. The request must state the general nature of the business to be discussed. The Committee must hold the meeting within 28 days of receiving the request. If the Committee fail to hold the meeting within 28 days the members who signed the request can call the meeting themselves, but they must comply with this constitution.

### **Notice of General Meeting**

A minimum of 14 days' notice must be given for general meetings. The notice must specify the date, time and place of the meeting and the general nature of the business to be conducted. No other business than that stated in the notice shall be carried out at that meeting. The notice must be given in writing to all members and committee members using the primary method of communication recorded on the list of members. (ie email and Notice boards)

### **Agenda Items**

Agenda items must be received by the secretary in writing 28 days prior to the meeting.

### **Proposals for motions and changes of rules**

Proposals must be received in writing 28 days before the meeting. Proposals and nominations must be signed by the proposer and a seconder.

### **Voting at General Meetings**

Each full member shall have one vote. If the vote is tied then the person chairing the meeting shall have an extra deciding vote.

**Presiding Officer**

General Meetings shall be chaired by the Society Chair. If the Chair is not present within 15 minutes of the start time of the meeting the vice-chair shall chair the meeting. If the vice-chair is not present or willing to chair the meeting then a committee member nominated by the Committee shall chair the meeting. If no committee member is present or willing to chair the meeting within 15 minutes of the start time then the members present and entitled to vote must choose one of themselves to chair the meeting.

**Quorum**

No business shall be conducted at a general meeting unless a quorum is present. A quorum at a General Meeting is 20 members entitled to vote at the meeting; or one third of the membership at the time, whichever is greater.

**Dissolution of the Society**

The society may be dissolved by an instrument of dissolution signed by 75% of the membership. The resolution may set out what is to happen to any assets and residual cash after payment of expenses in accordance with sub-clause (2).

The committee members will remain in office and be responsible for winding up the affairs of the society. The committee members must collect all the assets and pay any debts.

Remaining property and funds must be spent in one or more of the following ways:

Directly for the objectives of the society

To be transferred to an organisation with the same or similar objectives

To be lodged with the National Society of Allotment and Leisure Gardeners H/Q office and held against any reformation of a successor society.

**Amendments**

The society can amend the rules by a resolution passed by 75% of the vote at a General Meeting.