



# ***CAYTHORPE & FRIESTON ALLOTMENT ASSOCIATION***

## **CONSTITUTION**

### **Name**

1. The name of the Association is “The Caythorpe & Frieston Village Allotments Association” and shall be operated as a Management Committee responsible to the Landlord of the Caythorpe & Frieston Village Allotments (Caythorpe & Frieston Parish Council).

### **Objectives**

2. The Association’s objectives are:
- a. To manage the allotment site responsibly; respecting the environment and the terms of any agreement for the use of the allotment site in consultation with Caythorpe & Frieston Parish Council.
  - b. To promote and represent the interests of the Members of the Allotments Association in respect of their efficient use and enjoyment of the allotments with particular reference to health and safety issues, insurance, cultivation, control of pests, drainage, tenure and facilities.
  - c. To maintain and improve the facilities and the condition of the site and to encourage and educate others to do the same.
  - d. To work with the Caythorpe & Frieston Parish Council and the National Society of Allotment and Leisure Gardeners and other organisations and individuals in furtherance of our joint objectives.

### **Powers**

3. In pursuance of the objectives set out in clause 2 (but not otherwise), the Association is charged with the following powers:-
- a. To pursuing the objectives of the Association and administering the site.
  - b. To carry out any activity in furtherance of the objectives.
  - c. To take such steps as may be deemed appropriate for the purpose of raising funds for the Association’s activities.
  - d. To obtain and accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).

- e. To open and maintain a bank account.
- f. To work on a voluntary and unpaid basis.
- g. To co-opt members as may be in the interests of the Association
- h. To accept full responsibility for any debts or financial operating loss that may be incurred and which may not be transferred to the Caythorpe & Frieston Parish Council in the event of Dissolution (see clauses 43 – 45).

## General Structure

4. The structure of the Association shall consist of:-
- a. the MEMBERS - who have the right to attend the annual general meeting (and any special general meeting) and have important powers under the constitution; in particular, to elect people to serve on the management committee and take decisions in relation to changes to the constitution itself.
  - b. The MANAGEMENT COMMITTEE OF THE ASSOCIATION shall consist of a minimum of Eight (8) Members. The Officers shall be as follows: a Chairperson, a Vice Chairperson, a Secretary, a Treasurer and at least 4 other members. In addition the Landlord of the Caythorpe Village Allotments (Caythorpe & Frieston Parish Council) shall nominate a serving Parish Council Member to be a member of the Committee. A person shall not be eligible for election/appointment to the management committee unless he/she is a member of the Association.
  - c. .The Management Committee members will be elected for one year by majority vote at the Annual General Meeting, but may be re-elected to the same office or another office the following year. The Committee shall have the power to appoint a member to fill a casual vacancy that may occur between Annual General Meetings. Unless otherwise determined a quorum at Committee Meetings shall be not less than 4 members.
  - d. The Management Committee shall meet at least four times a year between Annual General Meetings and keep records of their meetings.
  - e. The Committee's duties will also include the following:
    - (i) The control and supervision of the activities of the Association.
    - (ii) The monitoring of the financial position of the Association, agreeing membership applications, allocating allotments, agreeing type, size and location of any buildings (sheds, compost bins, fences or trees/shrubs), maintaining a waiting list,

inspecting the site and resolving any disputes which may arise between plot holders and matters of breaches of rules by members including possible expulsion.

- (iii) The annual subscription day shall be displayed on a suitable Notice Board not less than 14 days prior to the day. No invoices will be sent.
- (iv) The accounts and annual report shall be submitted at the Annual General Meeting. The Treasurer will maintain the accounts and shall make them available at each meeting for report and inspection as necessary. A copy of the Annual Accounts shall be submitted to the Caythorpe & Frieston Parish Council as a matter of courtesy.
- (v) An independent examiner will be appointed to review the accounts and report on these to the Annual General Meeting.
- (vi) The Committee has the power to inspect allotments (three members) and investigate complaints at any time, upon reasonable notice, or for audit purposes on any designated day.
- (vii) The Committee will inspect the site annually and record any problems. Where plots are persistently un-worked or show breaches of rules, members may receive a warning notice. Persistent breaches will result in the expulsion process being activated.

## **Membership of the Association**

5. Membership shall be open to any resident within the Parish of Caythorpe & Frieston.

6. Members are required to pay an annual subscription. Applicants wishing to have the tenancy of an allotment plot must be aged eighteen (18) years but applications from sixteen/seventeen (16/17) years old will be considered by the Association if they are sponsored by a parent or guardian. A Members agreement must be signed. In return they have the use of a specified plot for the year with associated responsibilities (maximum of one per household).

7. The Committee will organise the subdivision of plots.

8. A maximum of two members per designated plot will be allowed, each will have equal voting rights at meetings.

## **Application for Membership**

9. Any person wishing to become a member/affiliate member must sign, and lodge with the Association, a written application for membership. The Management Committee may, at its discretion, refuse to admit any person to membership.

10. Applications will be dealt with at the first Management Committee meeting held after receipt of the application, and the decision notified to the applicant(s), within a reasonable time after the meeting.

11. A register of members, setting out the full name and address of each member, their status, (Affiliate or Full member), the date on which s/he was admitted to membership, and the date on which any person ceased to be a member will be maintained by the Membership Secretary. A copy of the updated register of members shall be submitted to the Caythorpe & Frieston Parish Council as a matter of courtesy.

### **Membership Subscription**

12. The annual subscription will be reviewed at the Annual General Meeting but in year one is set at £10 and is payable to the Association. The allotment plot annual rental is set at £30 (Large) or £18 (Small) payable in advance, which includes cost of Water, Insurance and NASLG membership.

### **Withdrawal/Expulsion from Membership**

13. Any person wishing to withdraw from membership shall sign, and lodge with the Association, a written notice to that effect. On receipt of the notice by the Association, s/he shall cease to be a member.

14. Any person may be expelled from membership by way of a resolution passed by majority vote at a meeting of the Management Committee, providing the following procedures have been observed:

- a. At least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion.
- b. The member concerned shall be entitled to be heard on the resolution at the meeting at which the resolution is proposed.

### **General Meetings (meetings of members)**

15. The Annual General Meeting shall be held not later than the end of May each year (but excluding the year in which the association is formed); not more than 15 months shall elapse between one Annual General Meeting and the next.

16. Twenty one (21) clear days' notice shall be given to Members of the Annual General Meeting by circulating a copy of the notice to every member at their home address and posting the notice on the village notice board(s).

17. Members must advise the Secretary in writing of any business to be moved at the Annual General Meeting at least fourteen (14) days before a meeting. The Secretary shall circulate or give notice of the agenda for the meeting to Members, not less than seven (7) days before the meeting.

18. The business of each Annual General Meeting shall include:

- a. A report by the Chairperson on the activities of the Association.
- b. Consideration of the annual accounts of the Association which shall run from 1<sup>st</sup> April to 31 March.
- c. The election/re-election of members of the Management Committee.
- d. A review of the constitution as appropriate, and the level of subscription and allotment plot rental.
- e. Election of an Independent Examiner.
- f. Election of the Officers of the Committee.

19. The Management Committee may convene a special general meeting at any time or on receipt of a request in writing from not less than 50% of members of the Management Committee. Nomination of candidates for election of Officers shall be made in writing to the Secretary at least 14 days in advance of the Annual General Meeting date. Nominations can only be made by Full Members and must be seconded by another Full Member.

20. Any alteration or amendment to the Constitution may only be considered at an Annual General Meeting convened with the required notice of the proposal. The proposed alteration must be proposed by a Full Member of the Committee and seconded by another Full Member. Such alterations shall be passed if supported by not less than two-thirds of those Full Members present.

### **Notice of General Meetings**

21. At least 7 clear days' notice must be given; the notice must indicate the general nature of any business to be dealt with at the meeting and, in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.

22. Notice of any Special General Meeting shall be given to all the voting members of the Association, and to all the members of the Management Committee.

## **Procedure at General Meetings**

23. At all General Meetings, the chair will be taken by the Chairperson or, in their absence, by another member appointed by the Committee.

24. Decisions made at a General Meeting shall be by a simple majority of votes from those Full Members present. In the event of equal votes, the Chairperson shall be entitled to a casting vote.

25. A quorum for a general meeting shall be four (4) Full Members and Officers of the Association including two from the Chairperson, Secretary and Treasurer. Each Full Member of the Committee shall be entitled to one vote.

26. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

## **Termination of Office**

27. A member of the Management Committee shall automatically vacate office if:-

- a. He/she becomes debarred under any statutory provision from being a member.
- b. He/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months.
- c. He/she ceases to be a member of the Association.
- d. He/she resigns office by notice to the Association.
- e. He/she is absent (without permission of the Management Committee) from more than three consecutive meetings of the Management Committee, and the Management Committee resolve to remove him/her from office.

## **Register of Management Committee Members**

28. The Management Committee shall maintain a register of Management Committee members with full name and address, the date on which each such person became a member, and the date on which any member ceased to be a member.

29. Any member of the Management Committee who has a personal interest in any transaction or other arrangement which the Association is proposing to enter into must declare that interest and not speak or vote.

30. For the purposes of clause 31, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.

31. Provided

- a. He/she has declared his/her interest
- b. He/she has not voted on the question of whether or not the Association should enter into the relevant arrangement and
- c. The requirements of clause 31 are complied with
- d. A member of the Management Committee will not be debarred from entering into an arrangement with the association in which he/she has a personal interest (or is deemed to have a personal interest under clause 31) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

32. No member of the Management Committee may serve as an employee (full time or part time) of the Association, and no member of the Management Committee may be given any remuneration by the Association for carrying out his/her duties as a member of the Management Committee.

33. Where a Management Committee member provides services to the Association or might benefit from any remuneration paid to a connected party for such services, then

- a. The maximum amount of the remuneration must be specified in a written agreement and must be reasonable
- b. The Management Committee members must be satisfied that it would be in the interests of the Association to enter into the arrangement (taking account of that maximum amount)
- c. Less than half of the Management Committee members must be receiving remuneration from the association (or benefit from remuneration of that nature).

34. The members of the management committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Management Committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

### **Conduct of Members of the Management Committee**

35. Each of the members of the Management Committee shall, in exercising his/her functions, act in the interests of the Association; and, in particular, must



- a. to ensure that the Association acts in a manner which is in accordance with its objectives (as set out in this constitution).
- b. Act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person.
- c. In circumstances giving rise to the possibility of a conflict of interest between the Association and any other party.
  - (i) Put the interests of the Association before that of the other party, in taking decisions as a member of the Management Committee.
  - (ii) Where any other duty prevents him/her from doing so, disclose the conflicting interest to the Association and refrain from participating in any discussions or decisions involving the other members of the Management Committee with regard to the matter in question.
- d. Ensure that the Association complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment Act 2005.

### **Delegation to Sub-Committees**

36. The Management Committee may delegate any of their powers to any sub-committee consisting of two or more Management Committee members and such other persons (if any) as the Management Committee may determine; they may also delegate to the chair of the Association (or the holder of any other post) such of their powers as they may consider appropriate.

37. Any delegation of powers under clause 38 may be made subject to such conditions as the management committee may impose and may be revoked or altered.

38. The rules of procedure for any sub-committee shall be as prescribed by the Management Committee.

### **Accounting records and annual accounts**

39. The Management Committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

40. The Management Committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by an independent examiner.

### **Dissolution**

41. If the Management Committee determines that it is necessary or appropriate that the Association be dissolved, it shall convene a meeting of the members; not



less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given.

42. If a proposal by the Management Committee to dissolve the Association is confirmed by a two-thirds majority of those present and voting at the General Meeting convened under clause 43, the Management Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Association and discharge all debts and liabilities of the Association.

43. After discharging all debts and liabilities of the Association, the remaining assets shall not be paid or distributed amongst the Full Members of the Association, but shall be given or transferred to the Landlord of the Caythorpe & Frieston Allotments (Caythorpe & Frieston Parish Council).

### **Initial Members of the Management Committee**

44. The initial members of the Management Committee, and the positions held by each, shall be as set out below:-

Signature	Name	Address	Position
	Howard Fuller	Old Coach House, Waterloo Road, Caythorpe, NG32 3DX	Chairman
	Gordon Grant	47a High Street, Caythorpe, NG32 3DR	Vice Chairman
	Dinah Fuller	Old Coach House, Waterloo Road, Caythorpe, NG32 3DX	Treasurer
	Mr Mel Stevens	22 Kings Hill, Caythorpe, NG32 3DJ	Secretary