**UNITY ALLOTMENT ASSOCIATION CONSTITUTION AND RULES**

## Preamble

The Administration of The Unity Grove Allotment site is governed by an Agreement (the Agreement) between Harrogate Borough Council (the Council) and two named Trustees drawn from the members of the Committee of the Unity Grove Allotments Association (the Association) or association members. This agreement delegates the control and management of the individual plots to the Association as agent for the Council. The most recent Agreement is dated 8th May 2013. Trustees can be substituted by a vote of members of the Association and endorsed by the Chairman of the meeting.

The Trustees are responsible for

* Ensuring payment of the agreed quarterly sum to the Council
* Ensuring payment of water service charges to Yorkshire Water
* Collection of rents from the tenants of the individual plots
* Ensuring that the site is managed in accordance with the Agreement

The liability of the Trustees is limited in the Agreement to the realisable value of the assets of the Association, and the Council is not entitled to pursue any remedy against the personal property or assets of any Trustee.

# CONSTITUTION AND RULES

1. **Name**

The Name of the organisation shall be “UNITY ALLOTMENT ASSOCIATION”

**2 Governance and Day-to-Day Management**

Governance of the Association shall be vested in the General Meetings. Day-to-day management of the Association shall be delegated to the Committee.

1. **Official Communications**

Official communications shall normally be signed on behalf of the Association by the Secretary, or, in the absence of the Secretary, by the Chairman or Treasurer. However other members of the Committee shall be entitled to sign documents relating to their sphere of responsibility.

1. **Aims and Objects**
	1. To administer and regulate Unity Grove Allotments
	2. To maintain the allotments in accordance with any agreement made from time to time with the Council or any successor body.
	3. To assist all members in the pursuit of gardening as a recreation, and to promote good gardening practice
	4. To foster community fellowship among the members
	5. To administer a seed scheme on behalf of members, and to provide a shop to supply gardening supplies to members
2. **Use of Name**

The name shall be mentioned in all business letters of the Association, notices, advertisements, and other official publications of the Association and payments, cheques, and orders for money or goods, purporting to be signed on or on behalf of the Association, and in all bills, invoices, receipts, and letters of credit of the Association.

1. **Members**

The Association shall consist of Allotment and Leisure Gardeners within the Unity Grove Allotment Site (Plot Holders), and such other persons as the committee may admit to membership (Associate Members). Plot Holders will be required to sign a Tenancy Agreement that sets out the terms and conditions of the tenancy, including the requirement to pay a deposit in respect of the condition of their plot. In the event of a Plot Holder giving up their plot this deposit (if previously paid) will be forfeited if, in the view of the Committee (or its representative), remedial work will be required on the plot before it can be re-let.

**7 Definition of a Plot**

The allotment is made up of whole and half plots. Members are permitted to hold a maximum of two plots. A plot is defined as a numbered parcel of land irrespective of size.

1. **Rents and Subscription**

The “allotment year” will run from 1 March to 28/29 February (as appropriate). Plot Holders will be required to pay an annual rent. The rent will be for either a full or half plot and may be subject to a discount if they are pensioners and will be determined by the Annual General Meeting as part of the Treasurer’s report and be included in the agenda convening the meeting. The annual subscription for Associate Members will be similarly determined.

1. **Cessation of Membership**

A member shall cease to be a member in the following eventualities:

* 1. The member’s death
	2. The member’s resignation
	3. Non-payment of the annual rent or subscription for a period of one month after it has become due or any shorter period set out in the rent invoice
	4. The expulsion of a member for failing to comply with the terms of the tenancy agreement
	5. For conduct detrimental to the Association if the Committee approves expulsion in such a case by a two thirds majority vote, provided that in this case, a notice specifying the conduct for which it is intended to expel is sent to the member at the address entered in the register of members by recorded delivery, at least one calendar month prior to the date of the meeting at which the matter will be decided
	6. A member requests that their personal data is deleted from the Associations and committee’s record keeping systems. In these circumstances, cessation of membership applies to the requesting member as primary plot holder and all other persons who may have attended the plot with the primary plot holder
	7. A member who fails to observe site security in respect to ensuring the gate(s) to the site are kept locked or who compromises site security by sharing gate padlock codes to unauthorised non-members
1. **List of Members**

The Committee shall allocate to the Secretary the keeping of an alphabetical membership list in which shall be entered the following for every member: Name, address, telephone number(s), e-mail address and details of plot holding(s). Any member may see the entry in respect of themselves and must notify any change of address, telephone number and e-mail address to the Secretary.

1. **Meetings**

A General Meeting of Members shall be held annually, within 3 months of the end of October, at which the audited accounts and the Secretary’s and Chairman’s and Treasurer’s reports shall be submitted. Officers shall be elected for the Committee, and rents and subscriptions to take effect the following February shall be set. Committee meetings shall be held as required.

1. **Extra-Ordinary General Meetings**

An Extra-Ordinary General Meeting shall be held whenever the Committee considers it necessary, or when a written request for such a meeting is delivered to the Secretary by 10 members. The Committee shall convene the Extra-Ordinary General Meeting within 4 weeks of such a request; failing this the members signing the requisition may convene such a meeting by giving notice themselves.

1. **Notice of General Meetings**

At least 21 days notice in writing of every General Meeting shall be given to every member at the e-mail address entered in the list of members. If no e-mail address is recorded the notice will be sent be post. In the case of an Extra-Ordinary General Meeting, the written notice should include information about the matters to be considered. Notices in the Allotment Shop will give additional notice of each General Meeting.

1. **Conduct of General Meetings**

Before the meeting starts, the Secretary shall provide an Agenda for each General Meeting. Agenda items and motions must be notified to the Secretary at least 14 days prior to the meeting. The Chairman of the Committee shall preside at each General Meeting. In the case of his/her absence, a Chairman shall be elected at the meeting to preside. Every Plot Holder member present at a General Meeting shall have one vote. Where the plot holding is shared, only the principal holder can vote. Associate members shall not have the right to vote but they will be free to make their views known to the meeting. In the event of a tied vote, the Chairman shall have a casting vote in addition to his/her vote as a member. A quorum at a general meeting shall be 10 Plot Holder members or 20% of the Plot Holder membership whichever is the greater. Minutes of the General Meeting will be taken by the Secretary and will be circulated subsequently to every member.

1. **Committee**

The Committee shall be elected from members of the Association. The Committee shall as a minimum consist of a Chairman, Secretary, and Treasurer, Lettings Manager, and Site Manager. If a vacancy arises during the year, the Committee will fill it and the member will then be a full voting member. Five members shall form a quorum. The Committee shall have the authority to co-opt further members if it deems this necessary. Such co-opted members will be non-voting and will not count towards a quorum. All officers and members will hold office for one year but will be eligible for re-election.

1. **Trustees**

The Committee will appoint no less than two Trustees, who will have the responsibilities described in the Preamble. The Trustees should be members of the Committee or Association and may also hold one of the offices described in paragraph 14 above. A simple majority at each Annual General Meeting shall endorse the Trustees.

1. **Powers of Committee**

The Committee shall have the full power to supervise and manage the day-to-day work of the Association according to the rules for the purpose of accomplishing its Aims and Objectives.

1. **Removal from the Committee**

The Committee may remove any Officer or Committee Member from the Committee by a simple majority following an open discussion of the issues. A member may be removed if he/she fails to attend more than two committee meetings in one year.

1. **Frequency of Meetings**

The Committee will meet quarterly, or more frequently if required by a decision of the Committee.

1. **Emergency Actions**

The Chairman and one of either the Secretary, Treasurer or Lettings Manager may take any executive emergency actions required when it is not practicable for the business to be decided at a regular or special committee meeting. Details of the action will be reported and recorded at the next Committee meeting.

1. **Conduct of Meetings**

At all Committee meetings every question shall be decided by a majority of votes, and if the votes are equal the Chairman shall have a casting vote in addition to his/her vote as a member. In the absence of the Chairman, an acting Chairman elected at the committee meeting shall preside for that meeting. Minutes of every meeting will be kept by the Secretary.

1. **Finance**
2. The Treasurer shall keep in date order a record of all income and expenditure related to the Association’s financial transactions. Receipts shall be given for rents and associate membership fees recording the name of the member, the plot number, the date paid, and the year to which the fee applies.
3. All monies paid by members shall be paid into a current account maintained in the name of the Association. Deposit accounts and Building Society accounts shall be opened as deemed necessary. Subject to the provisions of the following sub-paragraph all payments or withdrawals of funds shall require the signature of any 2 of 3 authorised signatures – Chairman, Secretary, Treasurer or Trustee.
4. The Treasurer will be entitled, with the approval of the Committee, to be Minuted by the Secretary accordingly, to enter into e-banking arrangements with the Association’s bank in order to facilitate the collection of plot rents and the management of payments generally. The report referred to in sub-paragraph “e” below shall include an account of the use of such facilities since the previous meeting of the Committee.
5. Loans or borrowing or other credit arrangements will require a specific decision at a Committee meeting or General meeting.
6. The Treasurer shall make a verbal report at each Committee meeting covering the income and expenditure and liabilities up to a date within 10 days of the meeting. This verbal financial report shall be recorded in the minutes.
7. [The Financial Year shall be the same as the “allotment year” that is from 1st March to 28th/29th February. The Treasurer shall close the annual account on the 31st January each year and prepare income and expenditure statements and a balance sheet for submission to the Hon. Auditor by 1st March. The audited accounts shall be presented to the Annual General Meeting and shall be signed by both the Treasurer and the Hon. Auditor.
8. The Association will endeavour to hold funds equivalent to one year’s income plus an emergency fund of £1000, to make provision for a situation in which the whole Committee resigned without having set a budget for the following year. These funds would allow the Trustees to administer the Association until a new committee could be appointed.
9. Where for any reason the Treasurer ceases to hold office, the Committee of Management will appoint an Acting Treasurer and ask the Hon. Auditor to carry out an interim audit in preparation for the new treasurer taking office.
10. **Audit of Accounts**

The Treasurer, or Acting Treasurer, will make arrangements to appoint an independent Auditor in good time and in preparation for the AGM, to examine and ratify the final accounts as an accurate and fair record of the Association’s financial transactions for the year.

1. **Approval of Accounts**

The Annual General Meeting will consider the annual accounts presented to it. A member other than the Treasurer or Auditor will propose adoption of the audited accounts. The Auditor may raise at the Annual General Meeting any financial matters that require the attention of the Association.

**25** **Harrogate & District Allotment Federation (HDAF)**

 The Association shall be a member of the HDAF.

**26** **Maximum plot holdings**

 No member shall hold more than two plots. A plot is defined as a numbered parcel of land.

 **27 Dissolution of the Association**

The Association may at any time be dissolved by consent of three fourths of the members, testified by their signatures to an instrument of dissolution.

**28 Changes to Constitution and Rules**

The Constitution and Rules of the Association may only be amended by a General Meeting called in accordance with these rules. Any amendment to the constitution shall require the assent of two thirds of those present. The Secretary must receive notice of any amendment in writing not less than 14 days before the date of the General Meeting. A copy of this Constitution and Rules shall always be available to members on request to the Secretary.