

POTTEN END ALLOTMENT CONSTITUTION

(25 October 2013)

1. NAME:

The Association shall be known as Potten End Allotment Association (hereinafter known as “the Association”).

2. OBJECTIVES:

The objects of the Association shall be:

- a. To support Nettleden with Potten End Parish Council (hereinafter known as “the Parish Council”) manage and supervise the Potten End Allotments for the proper cultivation, good management and enjoyment of the Allotments.
- b. To provide support for all plot holders in managing their plots

In pursuit of these Objectives, the Association is non-political and will not discriminate on the grounds of age, disability, gender, race, religion or sexual orientation.

3. MEMBERSHIP & FEES:

- a. Membership shall be primarily for persons who are resident in the Potten End area but is also open for people outside Potten End as decided by the Parish Council.
- b. Members must have fully paid rents by the due date (see below).
- c. Members must undertake to cultivate their plots in accordance with the Parish Council regulations and Agreement (attached see Appendix 1)
- d. Members must support the Management Committee in the communal running of the allotments.
- e. Depending on applications and vacancies the Parish Council may, in consultation with the Management Committee, agree to persons from outside the Potten End area taking on an allotment lease.
- f. Membership is only open to persons 16 or over.
- g. The due date for the payment of annual allotment rents will be 1st October.
- h. Members are eligible to lease a 5-pole (5½ yd) allotment but may, with the agreement of the Parish Council and the Management Committee, lease more.
- i. The Parish Council will notify the members 12 months in advance of any changes in allotment rents at each Michelmas.
- j. All members who have paid the annual rent will have full voting rights at the AGM and any EGM and be eligible for election to the Committee.
- k. It is permissible for an allotment lease to be in the names of two eligible persons at the discretion of the Parish Council. Where a lease is in the names of two persons, the registered addressee must be a member of the Association, and it is permissible for the second person also to be a member.
- l. Should a leaseholder wish to relinquish all or part of their allotment, then they should do so by notification in writing to the Parish Council who will then reallocate the plot according to the waiting list.

- m. The Parish Council will maintain the allotment waiting list in a strict, consecutive manner.

4. MANAGEMENT COMMITTEE

- a. The Association shall appoint a committee – the Management Committee - at an AGM or EGM. This shall consist of Chair, Secretary, Treasurer and a representative of the Parish Council as office bearers and up to four other elected members from the membership.
- b. Office bearers shall be appointed for a two-year period and may stand for re-election. Committee members shall be elected annually and may also stand for re-election.
- c. The Committee shall have the powers to manage the affairs of the Association and carry out any instructions given to them by a majority of members at the AGM or EGM.
- d. In particular it will:
- provide communication between the allotment holders and the Parish Council
 - assist the Parish Council in identifying non-active plots/tenants
 - bring to the notice of the Parish Council concerns of allotment holders
 - harness the enthusiasm of allotment holders and convert this into effective use of resources, skills and abilities for the improvement of the allotments generally
 - maintain and improve the condition of the site as a whole and to encourage and educate others to do the same.
 - promote the exchange of knowledge, information, and neighbourly co-operation between members.
 - work with other groups in the area to widen public support for allotments
 - keep a record of its members to include name, address, telephone number, and email address (where available).

5. ADDITIONAL MEMBERS AND SUB-COMMITTEES

The Management Committee shall have the power to co-opt additional members at any time and as deemed by the Committee to be necessary. Co-optees shall have no voting rights on the Committee. The Committee shall have the power to appoint such sub-committees as it may from time to time decide, and shall determine their powers and terms of reference.

6. MEETINGS

- a. The Management Committee shall meet approximately quarterly or at the discretion of the Chair or Secretary plus two committee members. Meetings shall be open to ordinary members.
- b. The Annual General Meeting shall be held as decided by the Management Committee.
- c. An Extraordinary General Meeting may be summoned on the request, in writing, of 51% of members or by a majority vote of the Committee.
- d. Four weeks notice shall be given of the AGM or any EGM.
- e. At the discretion of the Chair, relevant business may be discussed at the AGM, providing one week's notice has been given.
- f. To ensure that AGM/EGM business is fully completed, any guest speaker invited to address the meeting will do so after the business of the AGM/EGM has been completed.

7. RULES AND PROCEDURES AT MEETINGS

- a. Chair: All meetings will be chaired by the Chair, or by another Association Member, as agreed by those present.
- b. Voting: All votes will be decided by a simple majority of the Members present. In the event of a tied vote the Chair has a casting vote.
- c. Disputes: In the event of any dispute over the conduct of a meeting, the Chair's decision shall be final.
- d. Resolutions: Any member may propose a resolution for discussion at a General Meeting. To ensure that a resolution is discussed, it should be submitted, in writing to the Secretary, along with the names of the Proposer and a Seconder, in time for it to be circulated to the Members 4 weeks in advance of the relevant meeting. Any member may propose a resolution at a General Meeting, but in this case, it will be the Chair's decision whether or not it will be put to the Meeting.

8. FINANCE

- a. The Parish Council will be responsible for gathering the rental fees on an annual basis.
- b. All monies raised by the Committee shall be applied to further the objects of the Association and for no other purpose.
- c. No member of the Committee shall normally be paid fees or receive any remuneration other than out-of-pocket expenses. The Committee must approve all expense claims.
- d. The Treasurer shall keep proper accounts of the finances of the Association.
- e. The accounts shall be made available for inspection by any member if so requested and at the AGM.

9. DISSOLUTION

If the Committee, by a majority, decides at any time that it is necessary or advisable to dissolve the Association, it shall call a meeting of all members of the Association. Notice shall be not less than four weeks, and shall state the terms of the resolution to be proposed.

In the event of dissolution of the Association, all outstanding debts and liabilities will be cleared. The balance of any assets remaining will go to the Parish Council. No member of the Association will gain from the dissolution of the Association.

10. ALTERATIONS

Proposals to alter this Constitution can only be made as resolutions at an AGM or EGM of the Association. Alterations will be made as a result of resolutions passed by a simple majority of members present.

Alterations will not be passed to have retrospective effect.

Appendix 1

An Agreement

made this day of _____ between Nettleden with Potten End Parish Council (hereinafter called (the Council”) of the one part and _____ of the other part (hereinafter called “the Tenant”) whereby the council agree to let and the Tenant agrees to hire as a yearly tenant from the day of _____ the Allotment Garden(s) number _____ in the Register of Allotment Gardens provided by the Council and containing _____ or thereabouts (subject to the exceptions and reservations contained in the Lease under which the Council hold the land) at the yearly rent of £ _____ payable yearly and at a proportionate rent for any part of the year over which the tenancy may extend.

The tenancy is subject to the Allotments Act (1908 to 1950) and to the following conditions:

- a. The rent shall be paid on the 1st day of October each year
- b. The Tenant shall keep the Allotment Garden(s) clean and in a good state of cultivation and fertility and in good condition
- c. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens
- d. The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden(s) or any part thereof, without the written consent of the Council
- e. The Tenant shall not, without written consent of the Council, cut or prune any timber or other tress, or take, sell, or carry away any mineral, gravel, sand or clay
- f. The tenant shall keep every hedge that forms part of the Allotment Garden(s) properly cut and trimmed, keep all ditches properly cleansed, and repair and keep in repair any other fences and any gates on the Allotment Garden(s)
- g. The Tenant shall not, without the written consent of the Council, erect any building on the Allotment Garden(s), provided that consent shall

not be refused under this sub-paragraph to the erection of any building reasonably necessary for keeping hens or rabbits. The Tenant must abide by the Council's rules and regulations for the keeping of hens

- h. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens
- i. The tenant shall only store chemicals necessary for gardening purposes on site and stored in Manufacturer's containers. All chemicals must be locked away and out of reach of children. Manufacturer's instructions must be followed at all times. The Council recommends that organic alternatives should be used whenever possible in preference to chemicals
- j. The Tenant shall, as regards the Allotment Garden(s) observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land
- k. Any member of officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden(s)
- l. The tenancy of the Allotment Garden(s) shall terminate on the half-yearly rent day next after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the council terminates. It may also be terminated by the council by re-entry after one month's notice:
 - If the rent is in arrear for not less than 40 days; or
 - If the Tenant is not duly observing the rules affecting the allotment Garden(s), or any other term or condition of his/her tenancy, or if the Tenant becomes bankrupt or compounds with his/her creditors
 - A six month probationary period must be undertaken after which the Council reserves the right to terminate the tenancy with immediate effect

The tenancy may also be terminated by the Council or Tenant by 12 months notice in writing expiring on¹

¹ This date must be on or before 6th April or on or after 29th September

Signed (Authorised officer of the Council)

Signed (The Tenant)

Witness

NB: Any special conditions affecting the Allotment Garden(s) are to be endorsed on this Agreement