

# Moorside Allotments Association

# Constitution And Rules

Adopted at the AGM: 21<sup>st</sup> January 2015

# Moorside Allotments Association Constitution

## 1. Name

The name of the association is the **Moorside Allotments Association** (“the Association”).

## 2. Objects

The objects of the Association (“the objects”) are:-

**A)** To promote the interests of all members in their gardening activities and to take joint action for the benefit and protection of members.

**B)** To maintain harmonious and productive relationships with our landowners (the Freemen of the City), our leaseholders (the City of Newcastle) and the local community.

**C)** To promote a sense of vibrant community; to be socially inclusive; to value sustainability; to have regard for environmental protection; to value biodiversity; to promote open communication.

**D)** To promote the sharing of knowledge about gardening and allotment management

in order to promote success in our core task of growing vegetables, flowers and fruits.

## 3. Aims

The aims of the Association (“the aims”) are:-

**A)** To establish and maintain a democratically elected committee of members ("Committee") to facilitate and develop the Association’s objectives.

**B)** To provide allotments for members and to encourage members to keep their allotments in cultivation and weed free.

**C)** To encourage a high standard of vegetable, flower and fruit cultivation by disseminating information by newsletters, website, information boards, groups and an annual show.

**D)** To assist members by providing water; maintaining paths; providing toilets and a community hut; managing a trading venture to sell garden necessities on site at low cost.

**E)** To encourage an interest in organic gardening

**F)** To encourage members to value wildlife in their allotments.

**G)** To promote good relationships with the local community via show and open days, providing plots for specific community groups such as school children and maintaining a fair waiting list system for new allotment holders.

#### **4. Powers**

In furtherance of the objects the Association may:-

- a.** Employ and pay staff (who may not be members of the Committee) and pay for insurance
- b.** Co-operate with other organisations (charities, voluntary bodies and statutory authorities) and exchange information and advice
- c.** Take such steps that have been agreed with the Local Authority which are necessary for the good management and cultivation of the allotments or are required by the Local Authority and/or our landowners
- d.** Raise funds by any lawful means except permanent trading
- e.** Accept gifts for the general purposes of the Association or for a specific purpose within or connected with the Objects
- f.** Do anything within the law that is necessary or reasonable in carrying out the Objects.

#### **5. Membership and Subscription**

##### **5.1 Membership**

- a.** Each tenant of a plot or half plot from the Association from time to time shall be a member of the Association with one membership provided that:
  - if more than one plot or half plot is held, the tenant shall have one membership only;
  - if a plot or half plot is held jointly, the tenants shall be a joint member and shall have one membership between them. The tenant whose name is listed first on the Association's register of members shall be the tenant with whom the Association must communicate and the Association shall be entitled to rely upon instructions from or votes by the first named tenant which shall bind the other tenants accordingly.
- b.** Every member must be over the age of 18 and every new member must reside within the boundaries of the City of Newcastle upon Tyne.
- c.** Every membership has one vote at General meetings of the Association.

- d.** The Committee may make provision for non-voting categories of membership, including junior membership, honorary memberships and associate membership and set subscriptions payable (if any). Non-voting categories of member shall not be entitled to receive notice of general meetings of the Association or to vote.
- e.** The Committee shall have the right for good and sufficient reason, or for breach of this constitution or rules, to terminate the membership of any member on written notice.
- f.** A member whose membership is so terminated shall have the right to appeal to the Committee by written notice to the secretary of the Association within 28 days.
- Where the Committee is satisfied after hearing the case put by or on behalf of the member concerned that the member should leave the Association it may terminate that membership by written notice and that notice is final.
- g.** A member may resign their membership at any time by written notice to the secretary of the Committee. Any resignation of membership shall also be deemed to be a termination of that member's tenancy agreement with the Association and vice versa.
- h.** The Committee may terminate the memberships of all members on written notice if the lease of the Association's site is terminated and not replaced or renewed (or the relevant members if part of the site only ceases to be leased to the Association).
- i.** The Committee must keep a full list of members of the Association.

## **5.2 Subscriptions**

- a.** Every member shall pay an annual subscription of such amounts as the Committee decides from time to time which shall include the rental cost for their plots/half plots. The annual subscription will be confirmed at each year's annual general meeting ("AGM") and is due immediately following the AGM each year. Any member who is in arrears at the 28th of February without good cause shall be held to have ceased to be a member unless a satisfactory explanation in writing is given to the Committee and is agreed by the Committee.
- b.** The Committee may set concessionary reductions in subscriptions for certain categories of members.

## **6. Annual and Extraordinary General Meetings**

### **6.1 Annual General Meetings**

There must be an AGM of members of the Association every calendar year in January. At the AGM the members will:-

- a.** Receive the Committee's report for the previous year
- b.** Receive the Treasurer's report and accounts for the previous year
- c.** Elect the Committee for the following year
- d.** Determine any other matter of which notice has been given or which members wish to raise.

### **6.2. Extraordinary General Meetings ("EGMs")**

EGMs may be held at any time if called by the Committee and must be held if at least twenty members of the Association make a request to the Committee detailing the nature of the business that is to be discussed. An EGM must be called within two weeks of such a request.

### **6.3 Procedures at AGMs and EGMs**

- a.** A General Meeting requires at least 10 days notice to be given to the members specifying the matters to be dealt with.
- b.** The quorum for a general meeting is ten members. If:
  - (a) a quorum is not present within half an hour from the time appointed for the meeting; or
  - (b) during a meeting a quorum ceases to be present,the meeting shall be adjourned to such time and place as the Committee shall determine.
- c.** The Committee must re-convene the meeting and must give at least seven clear days' notice of the re-convened meeting stating the date time and place of the meeting.
- d.** If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.
- e.** The Chairman of the Committee, or in their absence some other person elected by the meeting, will take the chair at General Meetings.
- f.** Every question is decided by a majority of the votes cast by hand. In the case of equality of votes the Chairman has the casting vote.

## **7. The Management Committee**

### **7.1 The Composition of the Committee**

- a.** The Committee is the body responsible for the management of the Association
- b.** The Committee has the power to make rules for the administration of the Association.
- c.** The Committee shall consist of a minimum of five and a maximum of twelve.
- d.** The members of the Committee are elected annually at the AGM and normally hold office until the end of the AGM the following year.
- e.** A member of the Committee who resigns by written notice to the Committee ceases automatically to be a member of the Committee. A member of the Committee who is absent from three consecutive committee meetings, and the Committee has resolved that his or her office should be vacated, shall cease to be a member of the Committee.

### **7.2 Officers**

- a.** The Officers of the Association will be the Chairman Secretary and Treasurer.
- b.** These Officers will be elected by majority vote by the first Committee members meeting after the AGM.

### **7.3 Committee Procedures**

- a.** The Committee must meet at least twice in every calendar year. A meeting of the Committee may be called at any time on seven day's notice by any member of the Committee. A quorum at Committee meetings is three.
- b.** Every question is decided by a simple majority of the Committee members present and voting at a meeting. In the case of equality of votes the Chairman of the meeting has a second or casting vote.
- c.** The Committee must keep minutes of its meetings and proceedings and keep safe all records relating to the Association.
- d.** The Committee may make rules to govern its own proceedings so long as they are not inconsistent with the provisions of the constitution.
- e.** The Committee may delegate any of their powers or functions to a committee of two or more members of the Committee and/or any other members of the Association on such conditions as they wish.

## **7.4 Committee Nominations**

- a.** Members of the Committee are eligible for re- election and those wishing re-election should be confirmed before the AGM.
- b.** New candidates who wish to stand for election to the Committee shall make themselves known to the chairperson before the beginning of business at the AGM. Each nomination should be proposed and seconded.
- c.** Nominations may also be accepted at the relevant point in the meeting provided the person named is willing to accept the nomination and is proposed and seconded.

## **8. Finance**

- a.** All funds belonging to the Association may only be used in furthering the Objects or as set out in this constitution.
- b.** The Committee shall maintain at least one account for the association at a Bank or Building Society and make regulations governing the signatories (of which there must be at least two) on such accounts. All monies received by the Association shall be held in these accounts other than small cash floats.
- c.** No member of the Committee shall receive any payment or other benefit from its funds except for reasonable out of pocket expenses properly incurred for the purposes of the Association. In addition the Committee reserves the right to award modest honoraria to individual Committee (and other) members in recognition of the work undertaken throughout the year on behalf of the Association. The levels of honoraria to be paid will be determined by the Committee each year.
- d.** The members of the Committee may benefit from indemnity insurance cover purchased at the Association's expense.
- e.** The Committee is responsible for the keeping of books of account and for the preparation of an annual report and annual statement of accounts for the Association.

## **9. Amendment of the Constitution**

- a.** The provisions of this constitution may be amended at a General Meeting by resolution passed by two-thirds of the members present but:
- b.** Notice of terms of the proposed amendment must be given with the notice calling for the meeting.

## **10. Dissolution**

- a.** The Association may be dissolved at a General meeting by resolution passed by a simple majority of members present.
- b.** In the event of dissolution the members of the Committee holding office will remain responsible for the orderly winding up of the affairs of the Association.
- c.** After paying or making provision for all debts and liabilities of the Association the Committee shall transfer any remaining assets as appropriate.

## **11. Notices**

- a.** Any notice required by this constitution to be given to or by any person must be:
  - (a) in writing; or
  - (b) given using electronic communications.
- b.** The Association may give any notice to a member either:
  - (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
  - (c) by leaving it at the address of the member; or
  - (d) by giving it using electronic communications to the member's address.
- c.** A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- d.**
  - (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
  - (b) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
  - (c) A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.



# **Moorside Allotments Association Rules**

## **1. Use of the land**

Gardens shall be used by members only as allotment gardens for private horticultural purposes and not as market gardens or for the purpose of any trade or business. The keeping of animals, pigeons or any other birds is prohibited other than the keeping of bees in accordance with the rules set out by the Committee from time to time.

## **2. Cultivation standards**

Gardens are to be kept clean and free of weeds and rubbish and in a good state of cultivation, fertility and generally in good condition. At least 75% of the plot must be fully cultivated and weed-free. Any additional or greater standard imposed by Newcastle City Council from time to time shall apply and bind all members.

## **3. Paths and the perimeter fence**

Paths/driveways adjoining members' gardens are to be maintained in good condition and weed free by the member, with the member being responsible for half of the width of the path adjoining his or her allotment. It is the member's responsibility to ensure that the boundary between a member's plot and the driveway is fenced or hedged, kept in good condition and trimmed as necessary. Fences should be no more than 3 feet 3 inches high and new fences should be of post and wire construction with 2 or 3 horizontal strands of wire.

The perimeter fence is erected and maintained by Newcastle City Council and no modification of the perimeter fence of any kind is permitted. Any changes to fences or other boundaries between plots should be agreed upon between the adjoining plotters (and in the absence of agreement shall be decided upon by the Committee).

Nothing shall be placed outside plots so as to block paths or driveways or reduce access.

Paths within plots may be paving, grass or chippings and must be kept weed free. Plotholders who share paths shall be jointly responsible for their maintenance.

#### **4. Trees and hedges**

Hedges are to be cut and trimmed as necessary and should be no more than 6 feet high when bordering the lanes and 3 feet 3 inches high when bordering another plot unless agreed by the Committee.

Existing trees are not to be cut down or altered without the permission of the Committee unless they are fruit trees.

Trees other than fruit trees and ornamental trees are not to be planted without the permission of the Committee.

#### **5. Sheds and greenhouses**

Applications to erect a shed or greenhouse or other similar structure must be made in writing (together with a sketch plan showing dimensions and location) to the Secretary. Sheds and greenhouses will normally be required to be at the back of a plot and may not exceed 25% of the total plot area. Such structures must be of sound construction with good quality and non-hazardous materials. Polytunnels will be considered in the same way as a greenhouse. Structures may not be concreted or otherwise permanently fixed to the ground without the prior permission of the Committee.

If the Committee is not satisfied with any structure it can request it be removed. Any structure erected on an allotment is at the owner's expense and risk. If any allotment tenancy is terminated then the outgoing tenant can offer any structure to the incoming tenant. If the new tenant does not wish to buy it then the Committee may require the outgoing tenant to remove such a structure within 28 days. In the event of the structure not being removed within this time the Association will assume responsibility for the structure. Under no circumstances can the outgoing tenant make the purchase of any structure a condition of tenancy to the new tenant.

## **6. Subletting**

Members may not sub-let, assign or part with possession of their gardens or any part thereof except at the discretion of the Committee in exceptional circumstances. The membership and tenancy of a sole member who dies, or if an organisation, ceases to exist, will be terminated. The membership and tenancy of a joint member who dies or ceases to exist will pass to the other joint member.

Members may not hold a plot or part of a plot or a joint plot at any other allotment site within the City of Newcastle.

## **7. Harm and Nuisance**

7.1. In the interests of safety, members must act in a manner so as not to cause danger, harm or injury to themselves or others.

7.2. Members must act in such a manner so as not to cause a nuisance or annoyance to the local community, occupants of adjoining properties or any other plot-holder. Members should not enter other members' plots without permission unless in an emergency.

7.3. The removal of produce or other items from another member's plot without their express permission will be deemed to be theft.

7.4. Members causing annoyance, nuisance or theft will be subject to the Association procedures as laid out in the constitution, which may result in loss of their tenancy.

7.5 Members must lock the access gates to the Association's site behind them when entering and exiting the site.

## **8. Dogs**

Dogs must be kept under control at all times and faeces are to be collected and disposed of immediately in a proper manner. Dogs may not be kept on site overnight.

## **9. Visitors**

Members will be held responsible for the due observance of the rules by visitors. Members must comply with the Association's Children and Vulnerable Person's Statement in place from time to time.

## **10. Vehicular Access**

Vehicles are allowed within the boundaries of the allotments only to drop off materials or collect produce and should not be parked for more than short periods of time to accomplish these tasks.

## **11. Waiting list**

A waiting-list of prospective tenants will be kept by the Lettings Officer and vacant plots will be allocated in strict rotation by date of application. Application to be put on the waiting list must be made in the first instance by contacting the Secretary or the Lettings Officer and completing the relevant application form. The Committee reserve the right to interview prospective applicants prior to them taking up a tenancy. Any prospective tenant who cannot be contacted will be removed from the waiting list, will lose their position on it and will need to reapply.

A new member will usually be offered a half plot if a plot is easily divisible. If the new member demonstrates adherence to cultivation standards over the minimum period of one year, they are eligible to be placed upon a separate waiting list for a whole plot at their request by contacting the Lettings Officer. If a half plot becomes vacant the half plot shall normally be offered first to the other half plot tenant, providing that cultivation standards have been met over a minimum period of one year.

## **12. Bonfires**

No fires may be lit between the dates specified in the current site lease by the order of the City Council. No fire should be lit when the wind is blowing towards neighbouring houses. No member shall put out another

member's fire but shall report the offending member to an official of the Committee.

### **13. Inspections and terminations**

13.1. In the event of any breach of rule by a member, two month's notice in writing will be given to the Committee to permit the member to rectify the matter to the satisfaction of the Committee. Failing this membership will cease on expiry of the two month's notice.

13.2. A serious breach of the rules, such as an assault, will result in immediate termination of tenancy.

13.3. The Inspection Team of the Committee will carry out periodic inspections of all allotments and if in their opinion a plot does not meet the standards set out in these rules the tenant will be advised in writing where action is needed. The tenant will normally be given two months to rectify or tenancy will be terminated but in the event of a second letter within 1 calendar year, this period may be reduced.

Any objection to such letters must be made in writing to the Inspection Team. Tenants must make their plots accessible and available to the Inspection Team on reasonable notice.

13.4. On termination, a letter will be sent on behalf of the Committee explaining that an appeal against termination may be lodged in accordance with the Constitution

13.6. Members tenancies of their plots on termination will revert to the Association and no member may re-let or sub-let their plot.

**Any matters not provided for in these rules shall be dealt with by the Committee at their discretion.**