

# **HARLOW HILL ALLOTMENT ASSOCIATION**

## **CONSTITUTION AND RULES**

(Adopted 7<sup>th</sup> March 2008 and updated January 2022)

### **Pre-amble**

The Administration of The Harlow Hill Allotment site is governed by an Agreement between Harrogate Borough Council (the Council) and three named Trustees drawn from the members of the Committee of the Harlow Hill Allotments Association (the Association). 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 18 March 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 shall be limited 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**

ADOPTED BY ANNUAL GENERAL MEETING 7<sup>TH</sup> MARCH 2008

### **1. Name**

The Name of the Society shall be "HARLOW HILL ALLOTMENTS 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 Management Committee.

### **3 Official Communications**

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

### **4 Aims and Objects**

- 1) To administer and regulate Harlow Hill Allotments
- 2) To maintain the allotments in accordance with any agreement made from time to time with the Harrogate Borough Council
- 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

### **5 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.

### **6 Members**

The Association shall consist of Allotment and Leisure Gardeners within the Harlow Hill 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.

## **7 Rents and Subscription**

The "allotment year" will run from 1 February to 31 January. Plot holders will be required to pay an annual rent. The rent will be based on the area of their plot. The rent will be increased in line with the increase in rent to Harrogate Borough Council and agreed by the Management Committee. For any increase needed for other reasons e.g. for site maintenance, agreement will be sought from plot holders at the AGM or at an Extraordinary General meeting. The annual subscription for Associate Members will be determined at the AGM. For Plot Holders joining part way through the allotment year, the rent will be a proportion of the annual rent, and will be determined by the committee and based on the state of the plot and the opportunity to grow crops in the current season.

## **8 Cessation of Membership**

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

- a. The member's death
- b. The member's resignation
- c. Non-payment of the annual rent or subscription for a period of one month after it has become due
- d. The expulsion of a member for failing to comply with the terms of the tenancy agreement
- e. The Management Committee may by a two thirds majority vote to expel a member for conduct detrimental to the Association, 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 at least one calendar month prior to the date of the meeting at which the matter will be decided.

## **9 List of Members**

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

On relinquishing their allotment plot or resigning from membership of the Association, all records of the member's personal data will be deleted.

## **10 Meetings**

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

## **11 Extra-Ordinary General Meetings**

An Extra-Ordinary General Meeting shall be held whenever the Management Committee considers it necessary, or when a written request for such a meeting is delivered to the Secretary by 10 members. The Management 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.

## **12 Notice of General Meetings**

At least 21 days notice in writing of every General Meeting shall be given to every member at the address entered in the list of members. For the AGM this will normally be as part of the January Newsletter that goes out with the invoices for plot rents for the coming year. 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 and on the allotment gates should give additional notice of each General Meeting.

## **13 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 14 days prior to the meeting. The Chairman of the Management 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.

14 **Management Committee**

The Management Committee shall be elected from members of the Association. The Committee shall consist of a Chairman, Secretary, Treasurer, Site Manager and 6 committee members or such number as may be determined at a General Meeting. If a vacancy arises during the year, the Management Committee will fill it and the member will then be a full voting member. Five members shall form a quorum. The Management 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.

15 **Trustees**

The Management Committee will appoint three Trustees, who will have the responsibility to ensure that plots are maintained in good order. (See Pre-amble above). The Trustees should be members of the Management Committee. A simple majority at each Annual General Meeting shall endorse the Trustees.

16 **Powers of Management 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.

17 **Removal from the Management Committee**

The Management 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.

18 **Frequency of Meetings**

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

19 **Emergency Actions**

The Chairman and one of the Secretary, Treasurer or Site 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 Management Committee meeting.

20 **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.

21 **Finance**

The Treasurer shall keep in date order a record of all income and expenditure related to the Association's financial transactions. 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. All payments or withdrawals of funds shall require the signature of any 2 of 3 authorised signatures – Chairman, Secretary, or Treasurer.

Loans or borrowing or other credit arrangements will require a specific decision at a Management Committee meeting or General meeting.

The Treasurer shall make a verbal report at each Management 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.

The Financial Year shall be the same as the "allotment year" that is from 1<sup>st</sup> February to 31<sup>st</sup> January. The Treasurer shall close the annual account on the 31<sup>st</sup> January each year and prepare income and expenditure statements and a balance sheet for submission to the Hon. Auditor by 1<sup>st</sup> March. The audited accounts shall be presented to the Annual General Meeting, and shall be signed by both the Treasurer and the Hon. Auditor.

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.

22      **Audit of Accounts**

The Hon. Auditor shall be appointed by the Annual General Meeting and shall hold office for one year. Where for any reason the auditor ceases to hold office the Management Committee will appoint a replacement auditor and record the action in the minutes. The auditor must not be an office holder or member of the Management Committee.

The auditor shall receive the draft accounts and all supporting documents at least one month before the date of the next Annual General meeting. The auditor will examine them and agree final accounts as an accurate and fair record of the Association's financial transactions for the year.

23      **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.

24      **Insurance**

The association will obtain and keep in force appropriate insurance with a reputable insurance company to include public liability insurance for at least £5,000,000 (or such other sum advised by the Council from time to time) together with any other insurance as may be appropriate. Plot holders will be made aware that it is their responsibility to arrange any contents insurance which may be required.

25      **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.

26      **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 be available at all times to members on request to the Secretary.