

Constitution and Rules of the Allerton Allotments Society

Affiliated to:-

The National Society of Allotment and Leisure Gardeners Ltd
O'Dell House
Hunters Road
Corby
Northamptonshire
NN17 5JE

Royal Horticultural Society
RHS Wisley Garden
Woking
Surrey
GU23 6QB

Association of Liverpool Allotments

Allerton Allotments Society Constitution and Rules

1. Name: the name of the Society shall be **Allerton Allotments Society (AAS)**.

Nothing contained in this Constitution shall override, modify or amend the conditions set out in the Liverpool City Council (LCC) Tenancy Agreement.

For the avoidance of doubt if a conflict should arise between any of the documents the LCC Agreement shall take precedence.

2. Objects/Aims:

- a. To manage and administrate the site on behalf of the owners of the site (**Liverpool City Council (LCC)**) in accordance with any management agreement entered into between the Society and LCC.
- b. To promote the interests of all members in their gardening activities and to take joint action for the benefit of members.
- c. To take action to protect members against damage, trespass and theft.
- d. To obtain horticultural requisites as required by the members.
- e. To arrange competitions, educational and social events, etc , as and when required.
- f. To cooperate with other gardening organisations of mutual interest.
- g. To promote, help and give advice on the practice of horticulture.
- h. To assist any organisation or person who wants to use a plot for horticultural purposes.
- i. To be aware of the environment and green issues.
- j. Promote a culture that respects values and differences in our society.

3. Use of name:

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

4. Allotment Membership:

The Society shall consist of such persons whose applications for membership of the Society are approved by the committee and who agree to abide by the Constitution/Rules of the Society and the rules of LCC as outlined in the official Tenancy Agreement, which all members will be required to sign. When there is a waiting list priority for membership will be given to applicants who reside in L17, L18 and L19 postcodes.

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

- a. The members' deaths.
- b. The members resigned giving 6 months' notice to LCC via AAS committee.
- c. LCC and AAS breach of contract process.
- d. The circumstances referred to in clause 8

5. Expulsion of members:

The Allotment Holder shall observe and perform all directions and instructions of the Committee-in-Charge appointed for the Allotment Area in compliance with this constitution, the LCC tenancy agreement and the society's By-Laws. The Committee-in-Charge shall mean those persons duly elected by the members of Society at the Annual General Meeting and approved by LCC under an Allotment Management Agreement for the purpose of managing and administering the Allotment Area on behalf of LCC with power to ensure that the terms of this Allotment Agreement with any special conditions herein before mentioned are observed and performed by the Allotment Holder. If the Allotment Holder fails to comply with any such directions and instructions, the Committee-in-Charge shall issue to the Allotment Holder a series of warning notices as per current LCC breach of allotment tenancy agreement process as displayed on the ASS main notice board.

Repeated breach of any clause in the Allotment Tenancy Agreement, within a twelve-month period of the date of the warning notice, automatically evokes the next stage of the warning procedure referred to above. If the Committee-in-Charge upholds its previous notices it shall request LCC to issue a Notice to Quit to the Allotment Holder confirming eviction from the Plot and requesting removal of the Allotment Holder's belongings within 14 days of the letter.

In accordance with LCC guidance: antisocial behaviour, theft, illegal activity, verbal threats, intimidation or actual violence to any members of ASS will not be tolerated under any circumstances and will result in immediate eviction and confiscation of keys by the Committee-in-Charge and does not require the full breach of allotment tenancy agreement

process. LCC will be informed of the circumstances by the Committee-in-Charge. The evicted member will be allowed supervised access to remove their property on an agreed date within 14 days of eviction.

6. Register of members:

The Field Secretary shall be responsible for keeping a confidential register of members in which shall be recorded:-

- a. The names, addresses, dates of birth, telephone number and email address of members.
- b. The record will be removed when they cease to be a member.
- c. The current officers will be highlighted each year.

Personal data will be held in accordance with current UK General Data Protection Regulation (UKGDPR) principles and will be shared only with LCC which is a requirement of LCC allotment tenancy agreement.

Data accuracy will be checked annually or on becoming a member, but it is the members responsibility to inform the secretary of any change of details held.

7. Subscriptions and Rent:

Members are required to pay a Society annual subscription, key deposit as set by the Society at the Annual General Meeting (AGM) and an annual rent fixed by LCC and renewable on the 1st January each year.

8. Arrears:

In accordance with the LCC Allotment Agreement. In the event of the rent and subscription not being received by Forty days after 1st January, the plot shall be considered abandoned, unless an explanation in writing is given to the secretary in advance explaining extenuating circumstances.

9. Officers:

The officers of the Society shall be the Chairperson, Field Secretary, Treasurer and Trading Secretary. They shall be elected in accordance with the Society's rules.

Any officer wishing to resign their position is expected to give a minimum of 30 days' notice to the Chairman. At the end of any term of office, officers must then ensure any and all necessary information relevant to their duties is made available to the Committee members to ensure their replacement may continue the duties required for that position with minimum disruption to the Society.

10. Duties of the Officers:

- a. Chairperson
Chair the meetings of the Committee and Annual General Meeting, and any other meeting properly called.
Represent the Society at functions and meetings they have been invited to.

- b. Field Secretary.
 - Day to Day running of the Society.
 - Maintain the waiting list and invitations to interested future plot holders.
 - Keep a members register in the format required by LCC
 - Consult with LCC and other organisations.
 - Manage breach of contract process.
 - Liaise with the Treasurer to ensure the members register, rents, subscriptions, and insurance policies are recorded accurately
- c. Treasurer.
 - Day to Day running of the accounts and banking.
 - Supervise the financial affairs of the Society.
 - Keep proper records that show all monies received and paid by the Society.
 - Liaise with any nominated accountants to produce year end accounts.
 - Provide Committee Meetings with current financial position of the Society and present audited accounts to the AGM.
- d. Trading Secretary.
 - Day to day running of the trading in horticultural sundries for sale to members of the Society.
 - Liaise with the Treasurer regarding payment for supplies and monies received from sales.
 - Keep the tenants informed of products available.

11. Committee-in-Charge:

Acting as agents for AAS and LCC. The affairs of the Society shall be conducted by the Committee-in-charge in accordance with the society's rules. The Committee shall consist of not less than five members and not more than nine members. A quorum of the Committee shall be four members or more than 80% of the committee. At all meetings of the Committee-in-Charge every proposal shall be decided by a majority of votes and where cast in any matter are equal, the Chair of the meeting shall have the casting vote. If the Chair is not present a Chair selected by the meeting shall preside. Committee meetings will occur on a monthly basis to discuss any relevant business and will include an activity report from the field secretary, treasurer and trading secretary. The minutes will be displayed on the main notice board once formally approved at the next committee meeting, usually 1 month after each meeting. Members who have received a warning letter at stage 2 in breach of contract process within 12 months are not eligible to stand for election and should they receive this during office will be asked to step down.

12. Society Meetings – Extraordinary General Meetings and Annual General Meetings.

- a. Notice of an Extraordinary General Meeting (for making decisions that cannot wait until the AGM)
 - At least 14 days' notice in writing of every AGM or EGM stating the business to be transacted at each meeting shall be sent by email, post or delivered by hand to

every full member, at his/her contact details, as entered into the members register. The meeting shall decide on any matters proposed by the Committee or members in accordance with the rules of the Society. These being formed from amongst the members of the Society by a vote of the majority of those entitled to vote. No other business than that stated in the notice shall be transacted at that meeting. A notice of the meeting shall also be affixed to the field notice boards.

b. Presiding Officer at the AGM or EGM.

At all AGM or EGM the Chair of the Society, or if he/she is not present, a chair elected from the Committee-in-Charge shall preside.

c. Quorum at AGM or EGM

Ten members shall constitute a quorum.

d. Annual General Meeting

The AGM will be held no later than 31st October each year (avoiding school holidays)

At least 28 days' notice in writing of every AGM will be sent by email, post or delivered by hand to every full member, at his/her contact details, as entered in the members register, enclosing a draft agenda and previous AGM minutes.

Nomination forms for those wishing to serve on the Committee-in-Charge and any questions to be asked at the AGM must be sent to the Secretary 10 days prior to the AGM date.

Nominations must be duly proposed and seconded by plot holders with full tenancy agreements.

Seven days prior to the date of the AGM the full agenda together with a list of nominations for the Committee-in-Charge and questions tabled will be sent by email and posted on the Notice Boards.

At the meeting audited accounts will be presented by the Treasurer, annual reports will be presented by the Secretary and Trading Secretary.

The Committee and its officers for the ensuing year will be elected from amongst the members of the Society by a confidential vote of members present and entitled to vote.

Names of the officers will be displayed on the notice boards, as soon as possible after they have been elected. Only plot holders with full tenancy agreements will be permitted to serve on the Committee-in-Charge.

The meeting shall decide on any matters proposed by the Committee-in-Charge or members in accordance with the rules of the Society. These being formed from amongst the members of the Society by a vote of the majority of those entitled to vote.

The Society may from time to time decide the period for which members of the committee hold office, the order in which they retire, and whether upon retirement they shall be eligible for re-election.

If any officer shall die, resign, be removed or become unfit to act, the committee may fill the vacancy until the next AGM, unless the vacancy has been filled at an EGM.

e. **Extraordinary General Meeting (EGM)**

Extraordinary General Meetings shall be called whenever the Committee thinks this would be expedient or upon written request of at least twenty full members.

Should the Secretary fail to convene an EGM within four weeks after the delivery of such a request, the members signing the request may convene such a meeting by giving notice affixed to the field notice boards.

13. Voting at an Annual General Meeting.

Every member present at an Annual General Meeting and not otherwise disqualified shall have one vote and, where the cast on any matter is equal, the Chair of the meeting shall have a casting vote as a member. Voting members must hold a full tenancy agreement. Proxy voting is not permitted.

14. Removal from office.

Any member of the Committee-in-Charge may be removed at any time by a resolution of the majority of Society members present at the Extraordinary General Meeting called for that purpose, which may proceed to fill the vacancy. Any member of the Committee-in-Charge being in receipt of breach of contract Warning Letter 2 or beyond will be asked to resign from the Committee.

15. Finances.

The Committee shall open a bank account in the name of the Society and all the monies received from any source on behalf of the Society shall be paid into the account. Cheques shall be signed by two authorised signatories.

In order to support the aims of the Society the Committee-in-Charge may:-

Seek funding.

Take out insurance.

Open bank accounts, obtain credit cards as required to operate the day-to-day business of the Society.

The Committee-in-Charge may not take out a loan without the approval of an EGM.

16. Auditors.

An independent Auditor who is not a member of the Society shall be appointed.

17. Affiliation.

The Committee-in-Charge may change affiliations as necessary to benefit the Society.

The annual membership fees shall be paid as required by each organisation.

At present AAS is a member of the following organisations

The National Society of Allotment and Leisure Gardeners Ltd

The Royal Horticultural Society

Association of Liverpool Allotments

18. Dissolution.

The Society may at any time resolve to dissolve itself by consent of three-fourths of the members at an Extraordinary General Meeting, testified by their signatures to an instrument of dissolution. The instrument of dissolution will clearly set out what is to happen to any assets and residual cash after the payment of expenses. Any funds or assets owned by the Society at the time of dissolution may be donated to other allotment societies or associations in Liverpool and/or donated to a registered charity as agreed and voted upon by members of the Society. Cash may be lodged with the National Society of Allotment and Leisure Gardeners H/Q office and held against any reformation of a successor Society.

19. Copies of the Constitution and Rules of the Society.

A copy of the Constitution and Rules of the Society shall be displayed in a clear and prominent location within the Big Shed. A copy shall be available free of charge by email, from the Secretary to any full members, hard copies when printed will be available for a sum of one pound (£1).

20. Amendment to Constitution.

This Constitution and Rules may be amended by resolution of three-fourths majority at an Annual General Meeting or Extraordinary General Meeting called for this purpose alone.

21. By-Laws.

The Committee may from time to time make by-laws relating to the tenancy of Allotments, provided that no such by-laws shall be inconsistent with the Constitution and Rules of the Society.

Amended and approved on the date of

Chairperson

Signed

Printed

Secretary

Signed

Printed

Treasurer

Signed

Printed