

WINCHEAP & DISTRICT ALLOTMENT ASSOCIATION

CONSTITUTION



This constitution supersedes all previous constitutions.

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1. Name

- 1.1. The name of the organisation in full shall be the Wincheap & District Allotments and Gardeners Association (the Association), abbreviated to WDAA, and generally known as Wincheap & District Allotments Association.
- 1.2. The Association leases two adjacent pieces of land, owned by Canterbury City Council, (for a period of 20 years from autumn 2007) located behind Wincheap Primary School, Canterbury. They are Buckoast 1 and Buckoast 2.

2. Purpose and objectives

The WDAA aims to:

- manage, maintain and, where possible, improve the above allotment lands and their facilities for the benefit of plot holders
- promote and encourage allotment gardening and the exchange of gardening expertise
- cooperate with and support other local allotment and gardening societies and local community groups
- obtain advice and support from national and local organisations involved in gardening by affiliation to those organisations¹
- liaise with Canterbury City Council (the Council)
- keep plans and measurements of the individual allotments plots on the site plans, and keep an up to date list of plot holders
- collect rents from each plot holder
- Keep the two sites and the Association's facilities in good order to comply with the terms of the lease

¹ Note: National Allotment Society NSALG Ltd, Kent Federation of Horticultural Societies, etc.

3. Membership and Subscriptions

- 3.1 All current allotment holders are automatically members of the Association and of the National Association of Allotment Holders and Leisure Gardeners and will pay the currently agreed membership subscription in addition to any rents for plots. Membership is also open to any other gardeners from Canterbury or from other Gardening or Horticultural Societies.
- 3.2 The Association shall consist of every plot holder, who will have entered into an agreement with the Association by signing a tenancy agreement and whose current rent must not be in arrears. A small membership fee is charged in addition to the plot rent.
- 3.3 Each individual member of the Association shall be entitled to vote at Association meetings. Membership without voting rights is also open to local gardeners who do not have plots, and to members of other gardening groups in Kent who will pay the agreed membership fee.

4. Tenancy and Rules

- 4.1 Plot holders' responsibilities are detailed in the tenancy agreement that must be signed by each plot holder.
- 4.2 Plot holders will be given a copy of the Constitution, Rules and Tenancy Agreement. It is a condition of the Tenancy Agreement that they will abide by all rules.

5. Finances

- 5.1 The Association will normally have two bank or building society accounts. The Rent Account is a bank cheque account which is used to bank monies paid as plot rents and any other earnings made by the allotments and for payments by cheque for the annual ground rent and bills such as insurance premiums, for water supplied, and for equipment, parts and fuel used on the allotments for maintenance and repairs. Cheques or cash withdrawals will require the signatures of two designated Association officers. At any one time, there will be three designated officers who can sign cheques. The Association account is a deposit account paying interest and is used to bank membership subscriptions and other income from sales, shows, fund raising, etc. and for payment of any non-allotment costs, such as hall hire fees, meetings expenses, newsletter printing, postage, show expenses etc. Other temporary accounts may be set up by the Committee as required for special purposes.
- 5.2 All items of expenditure and items sold in excess of £100 must receive prior authorisation from the Treasurer, or another Committee Member acting with his prior authority, and be confirmed in writing. All purchases of whatever value must be supported by invoices and all sales by receipts. These must be retained by the Treasurer.
- 5.3 The financial year shall be from 1 October. Annual accounts will be prepared and independently audited and submitted at the AGM for approval.
- 5.4 An independent auditor who is not a member of the Association, nor has any financial dealings with it, will be appointed to audit the accounts before each Annual General Meeting.

6. Administration

- 6.1 The Association will have a President and a number of Vice Presidents.
- 6.2 The Committee will not exceed 12 elected members, but may co-opt non-voting members for special reasons.

- 6.3 The officers and committee must be members of the Association. The responsibilities of the officers may, by mutual agreement, be shared or combined as required to ensure that more than one officer has the knowledge of each aspect of the officers' and committee's work, and to best serve the interests of the Association. The Committee shall have the following officers, each with particular responsibilities.
- 6.4 The Chairman will normally chair Association and Committee meetings, except during elections to the Committee when the President or Vice President will be in charge.
- 6.5 The Vice Chairman will deputise for the Chairman when they are unable to attend Committee meetings.
- 6.6 The Treasurer will deal with the finances of the Association and the Allotments, making payments and keeping receipts, and accounts of all transactions, and deal with the Bank and Building Society accounts as above.
- 6.7 The Secretary will deal with general correspondence to and from the Association, and with publicity and general liaison, organise meetings/committee meetings, and the hire of room/hall for meetings.
- 6.8 The Membership Secretary who will be responsible for dealing with members, for issuing tenancy agreements, for handling complaints from members and disputes with or between members in the first instance, and for marketing unlet plots. They will also be responsible for maintaining the register of plots, plot holders and key holders and the collection of plot rents and membership fees. They will also issue Non-Cultivation Orders on the instructions of the Committee.
- 6.9 The Show Secretary will deal with show correspondence, flower and vegetable shows, hiring, in agreement with the Treasurer, a suitable show venue, and will prepare show schedules, get show judges, show equipment including vases and extra tables as required.
- 6.10 The Allotment Manager will ensure that hedges and internal roadways and paths are in good order, and any problems with or damage to boundary hedges, fences, gateways, locks, water pipes taps and the association's structures and machinery are dealt with. They will report problems with tenants and plots to the Membership Secretary immediately they become apparent.
- 6.11 Committee Members who will assist the named officers above.
- 6.12 The officers and committee will retire at the Annual General Meeting and are eligible for re-election. Co-opted membership of the committee will lapse at the same time. There is no limit to the number of terms for which members of the Committee may stand.

7. Committee, its powers' and duties

- 7.1 By custom, the officers detailed in 6 above and general committee members (but excluding the President and Vice Presidents) will be known as the Association's Committee; other members may be co-opted as required.
- 7.2 Committee members will attend, wherever possible, the planned committee meetings and be willing to assist the Allotment Manager and other officers on site and at other events organised by the Association.
- 7.3 Officers and committee members must be paid-up members of the Association.
- 7.4 Elections of officers and committee will be made at the AGM.
- 7.5 The committee and officers will be limited to 12 members.

8. Committee Meetings

- 8.1 There must be at least 3 committee meetings each year.
- 8.2 Quorum: a minimum of 6 members including the Chairman or the Vice Chairman, who will chair the meeting in the absence of the Chairman.

- 8.3 The Chairman will have a casting vote.
- 8.4 All Trustees will be eligible to attend committee meetings, but cannot vote unless they are also elected Committee Members.

9. Trustees

- 9.1 Trustees are appointed by the Committee, and once appointed, remain until they resign, and can only be removed by the remaining Trustees with the approval of the Committee if they have committed serious relevant misconduct or are mentally incapacitated.
- 9.2 The Trustees are responsible for the overall compliance of the Association with its statutory responsibilities. In the event of the unavailability of a quorum of the Committee, they become responsible for maintaining the administration of the organisation, and for convening an Extraordinary General Meeting (EGM) to resolve the situation.
- 9.3 Trustees, of which there shall be a minimum of three, are the lessees on behalf of the Association and are named on the Land Registry documents. If there are changes to the Trustees, the Association must notify their Solicitors and have the documentation amended within the statutory period.
- 9.4 Trustees must seek and follow qualified professional advice in all serious matters in order to avoid any possible personal liability for their actions.

10. Annual General Meeting (AGM)

- 10.1 The AGM will be held in the first half of November, and at least 28 days' notice (by email and notices displayed on site) must be given to members of this date. The Agenda will be circulated at least 14 days before the meeting. A quorum depends on there being at least 20% of the members present.
In the event that the meeting is not quorate, the Trustees will be asked to ratify the new Committee and all business agreed at the AGM.
- 10.2 The President and Vice President(s) for the coming year will be confirmed. If their appointment is challenged, the issue will be resolved by the Committee at its next formal meeting.
- 10.3 Reports for the past 12 months will be read at the AGM and a summary of the finances presented to members. The President or a Vice President shall then take the Chair while officers and committee members for the next 12 months are elected. [See also 6.4]
- 10.4 Members wishing to stand for the Committee or as Officers of the Association or to be re-elected for the same posts, must be proposed and seconded in writing and these details must be received by the Secretary at least 14 days before the AGM.
- 10.5 Officers and committee members will be elected individually at the AGM by a show of hands. Proxy votes for specified offices must be submitted in writing to the Secretary at least 24 hours before the meeting. Where there is a contested election, a paper ballot, including proxy votes, will be taken. Elections for officers and committee will require a simple majority of those eligible to vote who are present at the AGM. The President will have a casting vote.
- 10.6 Members may request that specific matters be discussed at the AGM by either giving at least 14 days' notice in writing, to the Secretary so that the matter can be added to the meeting's Agenda or, at the end of the meeting, by raising matters for discussion as Any Other Business. To this end, once all business on the Agenda has been discussed, the Chairman will open the floor to members to give them the opportunity to raise any other matters through the Chairman. Unless it is deemed by a majority of the Committee members present that a member is being fractious, the meeting will not end until all members have had the opportunity to raise any outstanding matters.

11. Complaints procedures

- 11.1 Any complaints about plots, boundaries, water supplies, maintenance and equipment should be raised with the Allotment Manager.
- 11.2 Disputes with the Association, between plot holders and all other disputes and complaints must be raised with the Membership Secretary, and if that person is involved, to the Chairman and confirmed in writing.

At all times, the Association, and in particular, the Membership Secretary will try to resolve issues through impartial mediation. Dispute resolution will follow these stages:

- 1 Informal discussion between complainant and the Allotment Manager or the Membership Secretary depending on the nature of the problem.
- 2 If there is no agreed solution, implemented within a reasonable period, the complaint must be put in writing to the Membership Secretary or to the Chairman.
- 3 The Membership Secretary investigates, or causes the matter to be investigated by other Committee members. If the complainant alleges either serious or continuing breaches of the objectives and/or rules of the Association set out in the Constitution and/or Tenancy Agreement, the Membership Secretary must inform the plot holder involved of the allegations and hear their side of the case.
- 4 If the dispute continues, the parties must be invited to either a scheduled or specially convened meeting of the Committee who will adjudicate, making a decision by majority vote of those Committee members attending, and confirmed in writing by the Secretary including the reasons for the decision.
- 5 If this decision is not accepted, then an appeal can be made to the Trustees.

12. Allotments organisation

- 12.1 Any changes in the relationship between the allotment plot holders and the Association and the Council as lessor shall be considered at an Extraordinary General Meeting or by individual postal or electronic voting. Written proxies submitted at least 24 hours before the EGM will be accepted. A clear majority of 60% of plot holders has to be obtained before any change can be agreed.

13. Dissolution or winding up or amalgamation of the Association

- 13.1 In the event of the Association losing the land for the plots, or it becoming unviable because of too few members, or for any other reason, an Extraordinary General Meeting will be called, and will decide on the method of disposal of any money, assets and equipment and materials. A clear agreement of 60% of plot holders has to be obtained.

Notes

1. In this constitution “in writing” means a signed letter or note or an e-mail sent from an e-mail address belonging to a member and which is recorded as part of their details by the Association.
2. Water
The Association currently obtains water via pipes and taps on both pieces of land from South East Water.
3. Hedge Cutting
 - Internal hedge cutting of the boundary hedges (top and inside face), where they are directly by a plot, is the responsibility of the adjacent plot holder.
 - Hedges beside the internal roadways are cut (top and inside face) by the Association.
 - Outside hedge cutting is nominally done by Kent County Council contractors.
 - The orchard side and top of the hedges bordering Newma Fruit Farms orchard is their responsibility.
4. Grass Cutting
Internal grass roadways are cut by the Association.
5. Insurance
The Association is a member of the [National Society of Allotment and Leisure Gardeners](#) and obtains insurance through that organisation.