

YMDDIREDOLAETH RHANDIROEDD DYFFRYN AERON

Rules, Regulations and Official Guidelines

for the Overall and Day to Day Governance of The Aeron Vale Allotments Trust.

FOREWORD

The Charitable Incorporated Organisation (CIO) - Ymddiriedolaeth Rhandiroedd Dyffryn Aeron/ Aeron Vale Allotments Trust - is governed by the Charities Act 2006 (now absorbed into the Charities Act 2011) and which is regulated by the Charities Commission for England and Wales. Nothing in Y.Rh.D.A.'s Constitution shall authorise an application of the property of this CIO for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment

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and Day to Day Governance and management of Y.Rh.D.A. will be agreed, ratified and implemented by the board of trustees and will not require approval by the Charities Commission.

All trustees and other associated members of Y.Rh.D.A. (plot-holders, associate members, and other classes of members etc.) will agree to abide, and comply fully with the rules or bye laws of this document and the registered Constitution of Ymddiriedolaeth Rhandiroedd Dyffryn Aeron/ Aeron Vale Allotments Trust.

1. Name

The bi-lingual name of the Charitable Incorporated Organisation (the trust) is:

Ymddiriedolaeth Rhandiroedd Dyffryn Aeron / Aeron Vale Allotments Trust (also referred to in official written documents, including this document, as 'Y.Rh.D.A.' or 'A.V.A.T.' or 'The Organisation' or 'The Trust'). The name **Ymddiriedolaeth Rhandiroedd Dyffryn Aeron** and/ or **Aeron Vale Allotment Trust** shall be mentioned in all business letters of The Organisation, notices, advertisements, and other official publications of The Organisation.

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3. Interpretation

In this Rules, Regulations and Official Guidelines of the Aeron Vale Allotments Trust document:

“General Regulations” means the Charitable Incorporated Organisations (General Regulations) 2012.

“A.G.M.” means Annual General Meeting.

“E.G.M.” means Extraordinary General Meeting

“S.M.C.” means Site Management Committee.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in (Part 10

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Management Committee (S.M.C.) or similar.

A **“Poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

“Landlord” means Y.Rh.D.A. who will rent plots to it's members for fruit and vegetable cultivation.

“Landlord Paramount” means the owner of land that is leased or rented to Y.Rh.D.A. as a Charitable Incorporated Organisation for use by it's members to whom plots are sub let by Y.Rh.D.A. to them for cultivation

“The Commission” means the Charities Commission for England and Wales.

“Connected Person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub clause (a) or (b) above;
- (d) an institution which is controlled –

- (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
- (ii) by two or more persons falling within sub-clause (d) (i), when taken together
- (e) a body corporate in which –
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e) (i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this document and the Constitution.

4. Official Communications

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with his or her e-mail address or similar, is taken to have agreed to receive communications from Y.Rh.D.A. in electronic form at that address, unless the member has indicated to Y.Rh.D.A. his or her unwillingness to receive such communications in that form.

(4.1.2.2) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website :

- i) provide the members with the notice referred to in clause (32.2) (Notice of general meetings);
- ii) give charity trustees notice of their meetings in accordance with clause (31.1) (Calling meetings); and
- iii) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with Y.Rh.D.A.'s powers under clause 25 (Taking of decisions by charity trustees), (25.1) (b) (by resolution in writing or electronic form), or the provisions for postal voting

(4.1.2.3) The charity trustees must:

- i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and

- ii) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

5. AIMS and OBJECTIVES

(5.1) The MAIN AIMS of Y.Rh.D.A. are:

- (5.1.1) To promote the national allotment movement in all it's activities and efforts to maintain and preserve the tradition of allotment gardening for the charitable benefit of the public, by encouraging people to grow their own vegetables, fruit and other cultivars locally, thereby ensuring sustenance and nourishment for the public's most needy, using organic methods wherever possible, and to provide the opportunity for all - who are healthy and strong enough - to enjoy

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subsequent amendments of that act and additional Allotments Acts) whilst actively encouraging people to grow their own vegetables, fruit and other cultivars locally, using organic methods wherever possible, and help them enjoy recreational and leisure gardening by providing land for them to do so and managing the sites the food growing plots are on.

- (5.2.2) By actively pursuing the continual improvement, of the fertility, cleanliness, productivity and facilities of allotment garden plots on any sites Y.Rh.D.A. may rent, lease own or manage for the benefit of its members who share the sites, and most importantly for the benefit of the public as a whole.
- (5.2.3) By ensuring that the environment and wildlife are protected and by publicising the pleasure and virtues of allotment gardening and vegetable growing as an outdoor health promoting recreational activity for people of all ages and all walks of life.

(5.3) Other aims of Y.Rh.D.A. are:

- (5.3.1) To encourage young people to share and learn about growing fruit and vegetables using traditional and environmentally friendly means.
- (5.3.2) To promote healthy eating and exercise through gardening and organic vegetable growing thereby promoting the opportunity for physical activity, and

mental health well-being to flourish by encouraging self sufficiency, sustainability and recycling in the interests of the organisation's members and others in their local community for the benefit and general welfare of the public.

- (5.3.3) To work with the national and local government authorities (community, town or county), The National Trust and all other trusts and charities, including the National Society of Allotment and Leisure Gardens Ltd. The Federation of City Farms & Community Gardens (Allotment Regeneration Initiative), and any other national or local organisation that has a common shared interest with Y.Rh.D.A., to the benefit of all it's members, their communities and other gardeners within the general public wider afield.
- (5.3.4) To work with people of all ages and all walks of life in local communities, regardless of their race, colour, gender, disability, sexual orientation, creed or religion.. It is our stated policy that our common bond is the cultivation of fresh

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imparting knowledge of growing techniques for home-grown fruit, vegetables and other cultivars by providing - where appropriate - public open days to its sites, running practical cultivating workshops, lectures or seminars. Arranging for local schools to have links with and practical experiences of it's allotment sites and participation in it's charitable works.

- (5.4.3) By teaching the local communities at all age levels, how to recycle materials for alternative uses, and provide practical examples of recycling actually in use in the day to day activities of The Organisation's allotment garden sites.
- (5.4.4) Where practical, to arrange and support horticultural shows and exhibitions to highlight the individual work and dedication of its member growers and all others within the community who may wish to take part, and to encourage others to do the same.
- (5.4.5) By encouraging a high standard of vegetable, and fruit cultivation by disseminating information by means of The Organisation's newsletters, websites, and social gardening forums.
- (5.4.6) By maintaining, and controlling any allotment sites entrusted to Y.Rh.D.A. by any Landlord paramount or government authority, within the terms and

conditions of any leases, licences or similar agreement thereby promoting the good and proper cultivation of its members' allotment garden plots at all times.

- (5.4.7) By managing all allotments sites as areas for fruit, vegetable and flower growing and limited livestock (when allowed) which shall normally only include poultry and honey bees – as the provisions of the Small Holdings & Allotments Act 1908 – 1950 allows.
- (5.4.8) By continually conducting negotiations with local authorities and any other charities or private landowners to expand the use of land for allotment garden cultivation that will benefit it's members and the public generally.
- (5.4.9) By establishing a working relationship with councils, trusts, or any other similar private or public organisation, charity or landowner with the prime objective of improving allotment land provision. Producing publicity about availability of allotments and comprehensive and early consultation on allotment matters.

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providing adequate parking areas and easy access to allotment sites, running water, the maintaining of paths; providing toilets and managing the distribution of suitable products, on site, in return for voluntary donations when offered. All profits after cost deduction being reinvested in Y.Rh.D.A. which is a not-for-profit charitable incorporated organisation. Any surplus money shall be used solely to benefit the membership and the local community and to promote the allotment movement as a whole. No member shall be entitled to any personal financial gain arising from any commercial activity or the sale of personal produce from any allotment garden plot rented from Y.Rh.D.A. All surplus profits being reinvested in The Organisation or a charity of its members' choosing, but always closely associated with The Organisation's work.

- (5.4.15) The taking of reasonable action to protect all sites against damage, trespass, theft and abuse.
- (5.4.16) The promoting of harmony, unity and friendship between and amongst members and to guard against any cliques or factions that may arise.
- (5.4.17) By providing a structured management model in order to run The Organisation effectively and efficiently for the benefit of all so that fairness and equality is maintained and all members feel secure in the knowledge that they are

protected by The Organisation's trustees and other members of The Organisation's Site Management Committees when acting on behalf of Y.Rh.D.A..

- (5.4.18) By properly managing all sites, plots and waiting lists for the benefit of all, irrespective of their background, creed, religion, gender or physical or mental ability.
- (5.4.19) By ensuring that all members conduct themselves with the appropriate decorum and polite behaviour towards fellow plot-holders and the public in general - when they come into contact with them.
- (5.4.20) By always adhering to the Data Protection Act 1998 and all other acts and regulations applicable to charitable incorporated organisations.

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- (6.5) sell, lease or otherwise dispose of all or any part of the property belonging to Y.Rh.D.A.. In exercising this power, Y.Rh.D.A. will comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (6.6) employ and remunerate such staff as are necessary for carrying out the work of Y.Rh.D.A. Y.RH.D.A. may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause (8) (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- (6.7) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of Y.Rh.D.A. to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.
- (6.8) co-opt or appoint as a trustee or engage or elect a full member of Y.Rh.D.A. to serve on a S.M.C. or to carry out a specific task or to aid any S.M.C. in any specialist way where the need arises.
- (6.9) form any committee or sub-committee as it sees fit from among Y.Rh.D.A.'s members or trustees in order to carry out specific tasks on behalf of Y.Rh.D.A.;

- (6.10) become members of any organisations or groups that may benefit Y.Rh.D.A. or are compatible with its objectives;
- (6.11) promote or carry out or assist in promoting and carrying out research, surveys and investigations and the publication of their results;
- (6.12) arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses for members of Y.Rh.D.A., the local community or the general public;
- (6.13) collect and disseminate information on all matters pertaining to its objectives and exchange such information with other bodies having similar objectives, whether in this country or overseas;
- (6.14) cause to be prepared and published either free of charge or for payment such papers, books, periodicals, pamphlets, official documents (including allotment

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- (6.21) accept gifts for the general purposes of the Organisation or for a specific purpose within or connected with the objectives of The Organisation.
- (6.22) Hold regular meetings of all committees or sub committees and an Annual General Meeting (A.G.M.) or an Extraordinary General meeting (E.G.M.) and hold extra meetings whenever it is felt necessary.
- (6.23) Make agreements with potential plot providers and contact other appropriate bodies for assistance and sponsorship
- (6.24) Initiate and undertake any other legal/lawful activity calculated to further the aims and objectives of Y.Rh.D.A.

7. Application of income and property

- (7.1) The income and property of Y.RH.D.A. must be applied solely towards the promotion of the objectives.
- (7.2) A charity trustee is entitled to be reimbursed from the property of Y.Rh.D.A. or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of Y.Rh.D.A..

- (7.3) A charity trustee may benefit from trustee indemnity insurance cover purchased at Y.Rh.D.A.'s expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (7.4) None of the income or property of Y.Rh.D.A. may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any trustee or other member of Y.Rh.D.A..
- (7.5) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 6 (Powers).

8. Benefits and payments to charity trustees and connected persons

(8.1) General provisions

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- (8.2.2) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to Y.Rh.D.A. where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- (8.2.3) Subject to sub-clause (8.3) of this clause a charity trustee or connected person may provide Y.Rh.D.A. with goods that are not supplied in connection with services provided to Y.Rh.D.A. by the charity trustee or connected person.
- (8.2.4) A charity trustee or connected person may receive interest on money lent to Y.Rh.D.A. at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (8.2.5) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the Y.RH.D.A.. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (8.2.6) A charity trustee or connected person may take part in the normal trading and fundraising activities of Y.Rh.D.A. on the same terms as members of the public.

(8.3) Payment for supply of goods only – controls

Y.Rh.D.A. and its charity trustees may only rely upon the authority provided by sub-clause (8.2) (c) of this clause if each of the following conditions is satisfied:

- (8.3.1) The amount or maximum amount of the payment for the goods is set out in a written agreement between Y.Rh.D.A. and the charity trustee or connected person supplying the goods (“the supplier”).
- (8.3.2) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (8.3.3) The other charity trustees are satisfied that it is in the best interests of Y.Rh.D.A. to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity

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(iii) has the right to appoint one or more directors to the board of the company;

(B) “connected person” includes any person within the definition set out in clause 3 (Interpretation);

9. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Y.Rh.D.A. or in any transaction or arrangement entered into by Y.Rh.D.A. which has not previously been declared; and
- (b) absents himself or herself from any discussions of the charity trustees which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Y.RH.D.A. and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

10. Liability of members to contribute to the assets of Y.Rh.D.A. if it is wound up

If Y.Rh.D.A. is wound up, the members of Y.Rh.D.A. have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

11. Charity trustees

(11.1) Functions and duties of the board of charity trustees

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(b) No individual may be appointed as a charity trustee of Y.Rh.D.A.:

↳ if he or she is under the age of 18 years; or

↳ if he or she would automatically cease to hold office under the provisions of clause 24.

(c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

(11.3) Number of charity trustees

(a) There must be at least two charity trustees. One of whom must act as the chair of trustees. If the number falls below this minimum, the remaining trustee may act only to appoint a new charity trustee or trustees.

(b) There is no maximum (nominated, appointed, co-opted or ex-officio) number of charity trustees that may be appointed to Y.Rh.D.A..

(11.4) First charity trustees

The first and founding charity trustees are as follows, and are appointed for life -
Gwilym ab Ioan (chair) and Stephen John Parry.

12. Appointment of charity trustees

- (a) Apart from the first founding charity trustees, every additional trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the board of trustees and all remaining current charity trustees.
- (b) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of Y.Rh.D.A.

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13. Trustee Executives' Roles ("executive member" or "executive officer" or "executive trustee")

Only trustee members of Y.Rh.D.A. shall be eligible to serve as officers or executive members on the board of trustees. Appointment of officers and executive members to the board of trustees can only be made by the existing board of trustees.

- (13.1)** The primary officers of Y.Rh.D.A. shall be the chair, secretary and treasurer who will serve on the board of trustees. Any other executive "officers" (e.g. vice chair, secretary or treasurer, or membership secretary etc.) may be appointed, if the board of trustees shall, from time to time, see fit to appoint other suitable executives at a board meeting of the trustees or where appropriate an A.G.M. or E.G.M. of members. Executive members (including vice officers) shall hold that position until the conclusion of the A.G.M. (if appointment takes place at an A.G.M.) after their elected term which would normally be three years. They shall then be eligible for re-selection. The chair, secretary and treasurer shall permanently remain in office unless an officer in one of those roles :

- ↪ Voluntarily resigns his/ her office
- ↪ Is expelled from his/her office by the board of trustees for reasons clearly stated in this document or in Y.Rh.D.A. Constitution
- ↪ Performs an act of gross misconduct or misappropriates any funds or possessions of Y.Rh.D.A. or brings the Y.Rh.D.A. into disrepute.
- ↪ The officer dies in mid term or becomes too ill or incapacitated to continue in his/ her office
- ↪ The board of trustees sees fit to appoint another officer by mutual consent of the officer concerned
- ↪ An E.G.M. has been convened because the majority of the membership has triggered it for the purpose of removing an officer for whatever reason

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- minutes of meetings before they are archived.
- ↪ manage and direct The Organisation towards the furtherance of its objectives with the assistance of the other officers and other executive members serving on the board of trustees.
- ↪ Perform the duties of a leader and provide an example to the members;
- ↪ be a conduit for all matters and business the members may wish to engage in with Y.Rh.D.A.;
- ↪ lead by example and endeavour to elicit the maximum consensus and agreement and thus minimise disharmony.
- ↪ Liaise with outside organisations and individuals as Y.Rh.D.A.'s official representative;
- ↪ be the correspondent for public, press and media contact.
- ↪ Call and chair all meetings except meetings of a S.M.C. which may be chaired by the chairperson appointed for that committee, or any other sub-committees that may be introduced for specific tasks from time to time ;

- ↪ hold the casting vote. The chair can not vote unless the vote is tied (with the exception of board meetings and G.B.M. where the chair is also a plot-holding member and member of that committee and has a personal vote as well as a casting vote).
- ↪ Ensure that The Organisation's Rules and Constitution are followed by all members at all times.
- ↪ Keep in mind the interests of the members at all times and be prepared to initiate changes in policy to meet changing circumstances.
- ↪ When deputising a vice chairperson (if selected) will have identical duties to those of the chairperson whilst he/ she is deputising.

(13.2.2) **The secretary**

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- ↪ attend and keep minutes (unless a minutes secretary is selected) of board meetings, members meetings, A.G.M.s and E.G.M.s;
- ↪ give notice of meetings, ensure that members of Y.Rh.D.A. are given appropriate information;
- ↪ manage all Y.Rh.D.A. correspondence, including all member correspondence;
- ↪ issue notices and correspond with members on behalf of Y.Rh.D.A.
- ↪ Keep the waiting list up to date and current and
- ↪ represent The Organisation if requested by the chair;

(13.2.3) **The treasurer**

He/she will:

- ↪ attend all A.G.M. E.G.M. G.B.M. of members and the board of trustees meetings;
- ↪ keep records of all the financial transactions of The Organisation;

- ↪ maintain the Register of Members and its funds, (this register may be shared with the secretary or a membership secretary – where the workload demands are such that a specific membership secretary is required);
- ↪ prepare accounts showing the financial position of The Organisation annually for presentation to the A.G.M. and interim accounts for presentation to the board of trustees or at a trustees meeting or a members meeting if requested;
- ↪ be responsible for all subscriptions including plot rent and membership fees;
- ↪ be responsible for opening and maintaining all bank accounts and any investments or investments accounts on behalf of Y.Rh.D.A..

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- ↪ correspond with members regarding their membership.

The membership secretary works in a close relationship with the treasurer and the secretary. The membership secretary is usually required to attend Y.RH.D.A. meetings that deal with the membership records and associated business. The membership secretary is not responsible for the financial affairs of The Organisation and only collects the rent, membership fees and subscriptions on the treasurer's behalf. The treasurer is the official responsible to the Y.RH.D.A. and to the wider membership of The Organisation regarding all financial business including reports and the presentation of balance sheets etc.

(13.2.5) The Independent Auditor

Unlike the other officers of The Organisation, the independent auditor shall not be a trustee member, but shall audit the accounts prepared by the treasurer each year - as a wholly independent participator in the exercise. The independent auditor will also counter sign the treasurer's reports that will be submitted for scrutiny by the trustees and members at an A.G.M., E.G.M. or board of trustee meetings.

It is highly desirable but not compulsory to recruit an auditor that is not directly associated or linked to The Organisation and is not a member of Y.Rh.D.A. nor is on the Y.Rh.D.A. waiting list.

14. Board of trustees and other committees

(14.1) Board of trustees

(14.1.1) Description

- a) Full governance of The Trust shall be vested in the board of trustees. The board of trustees is the main body that represents Y.Rh.D.A. the board is responsible for monitoring and controlling the management and financial position of Y.Rh.D.A., it is responsible for the day to day running of The

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(14.1.2) Power of veto

Power of veto (Latin for "I forbid") is the power that is granted to the board of trustees only. It can only be used in special circumstances, to unilaterally stop an action, or decision by any committee or a group of members of The Organisation (for example at an A.G.M. or E.G.M. of all members), if the board of trustees believes that that action may prove detrimental to Y.Rh.D.A. A veto when implemented is absolute, A veto will only give power to stop changes, not to adopt them. Thus a veto allows the board of trustees to protect the status quo. Any veto must be approved by all of the members of the board of trustees before it can be enforced.

(14.1.3) Appointment of members (trustees) to the board of trustees

The board of trustees will appoint trustees of Y.Rh.D.A. to the board of trustees as they deem it necessary. This process can either be:

- (a) as a result of a decision arrived at during a previous meeting of the existing board of trustees, or
- (b) following a decision to allow a proposal for nomination at an A.G.M. or an E.G.M.

Any trustee accepted to the board of trustees will take office at the end of the A.G.M. or E.G.M. at which they were nominated and accepted by the board of trustees until the end of their agreed term of office. If appointed by the board of trustees they will take office immediately after being appointed.

(14.1.4) Term of office

The first founding trustees of Y.Rh.D.A. referred to in sub clause (11.4) (First charity trustees) are exempt from this sub clause. The executive members (including vice officers and any ex-officio or co-opted members) of the board of trustees shall serve for a period of three years before re-appointment. Executive officers are allowed to be nominated and appointed at an A.G.M. or E.G.M. in accordance with the provisions of sub, sub clause (14.1.3) (Appointment of members (trustees to the board of trustees) of this document. In the case of Y Rh D A's trustees and general membership

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The board of trustees may co-opt any member to the board to assist in its work. Such co-opted members will be non-voting and not count towards a quorum at board of trustees meetings.

(14.1.7) Powers of board of trustees

The board of trustees shall have full power to supervise and manage the day to day work of Y.Rh.D.A. and make decisions on behalf of Y.Rh.D.A. according to the rules for the purpose of accomplishing its aims and objectives as listed in this document and in the Constitution. Major decisions that are deemed by the board of trustees to require the agreement of the majority of the membership may be deferred to a G.B.M. of the members, an A.G.M. or E.G.M. or a consensus may be arrived by on-line voting as the board of trustees sees fit. The decision to defer an item for discussion and decision making to a G.B.M. A.G.M. or E.G.M. must be arrived at by a majority decision at a previous meeting of the board of trustees.

(14.1.8) Attendances

Any board of trustees member, who has failed to attend two meetings in any year for any reasons that are unacceptable to the board, will cease to be a

board member.

(14.1.9) Removal of trustees from the board

The board of trustees may remove any officer or executive member/ vice officer or any other trustee member from the board with the exception of those trustee members referred to in clause (11.4) (First charity trustees) by a simple majority following an open discussion of the issues which includes the individual board member's opportunity to put his/her point of view. If required the vote may be a secret vote but the voting numbers will be recorded in the minutes of the board of trustees meeting.

(14.1.10) Meetings of the board of trustees

(14.1.10.1) Frequency of meetings

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require a decision or any question shall be decided by a majority of votes and if the votes are equal the chairperson shall have a casting vote in addition to his/her vote as a board member. In the absence of the official chairperson, an acting chairperson elected at the start of the meeting shall preside for that meeting, unless a vice chair has previously been engaged in that role to assist the chair's work and to deputise.

(14.1.10.4) Emergency Actions

The chair and either the secretary or treasurer in agreement may take any executive emergency actions required where it is not practicable for the business to be decided upon at a regular or special board of trustee meeting. Details of the action will be reported and recorded at the next meeting of the board of trustees.

(14.1.10.5) Other committees and sub committees

i. The board of trustees can, as it sees fit, and when the

occasion dictates, create (or dissolve) any committee or sub-committee that it deems necessary for the purpose of accomplishing its aims and objectives.

ii. Any committee or sub-committee will be directly answerable to the board of trustees and its chair. If the committee or sub-committee chair is different from the chair of the board of trustees he/ she will be responsible for assuring that the works set for the sub-committee are carried out properly and to the highest standard.

iii. All committees and sub-committees will be required to provide a report of their actions and accomplishments to the board of trustees and when applicable to any A.G.M. or E.G.M.

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(15.2.2) The number of 'other' members of a S.M.C. will be directly proportional to any site's allotment plot capacity but will be no less than three members. All 'other' S.M.C. members will have to be full plot-holding members of Y.Rh.D.A. on the allotment site that it's S.M.C. maintains and manages.

(15.2.3) 'Other' members of a S.M.C. will be proposed by the plot-holders on the site, at an A.G.M. or a G.B.M. of The Trust, with the exception of the chair of that S.M.C. who will be appointed by the board of trustees.

(15.2.4) Selection of S.M.C. members will be carried out by a vote of the plot-holding members of a particular site at a members G.B.M. or an A.G.M.

(15.2.5) Each nominee must be proposed by a plot-holding member and seconded by another plot-holding member. The nominee must have accepted their nomination before their nomination can be tabled at a G.B.M. of members or an A.G.M. Proposals may be accepted at the time of the meeting, with the prior knowledge of the chair. Where there are multiple nominations a vote will take place and nominees with the majority of the votes will be accepted as S.M.C. members.




(15.3) Functions of a S.M.C.

- (15.3.1) Each S.M.C. will ensure that the allotment site in it's care is managed and maintained to a standard in keeping with the wishes of The Organisation's trustees and in full accord with the provisions of this document and the Constitution.
- (15.3.2) Each S.M.C. will ensure that all plots are properly cultivated and maintained and that the rules and conditions of allotment plot lets are met in full at all times.
- (15.3.3) A S.M.C. will monitor new cultivators during their probation period and will report back in full with their recommendations to the board of trustees.
- (15.3.4) Care and maintenance of a site will be the responsibility of it's S.M.C. Each S.M.C will be supported in full by the board of trustees when it comes to any

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the amount of business The Organisation engages in during its activities.
Y.Rh.D.A.'s year will run from March 21st in any year

- (17.2) A G.B.M. will be called by the chair of trustees. The agenda will be set by the chair with the assistance of the secretary. Members will be encouraged to input suggestions for the agenda, with a set deadline. Details will be circulated to all the members in good time.
- (17.3) The quorum for a G.B.M. shall be a quarter of the full membership (excluding all other types of membership classes). The quorum must include the trust's chair and at least one other board of trustees member.
- (17.4) The purpose of a G.B.M. is
-  to bring the whole membership up to date with the latest work of Y.Rh.D.A. since the date of the last G.B.M.;
 -  to allow the members to air any immediate grievances that can be addressed before an A.G.M. or to ask for assistance or to query the business of the board of trustees since the previous G.B.M.;
 -  to review The Organisation's waiting list and to inform the membership of

any additions or deletions;

↪ to inform the members of proposed spending or other scheduled activity between meetings or pending actions that need approval by a majority of members present when those actions need member support and cannot wait for an A.G.M.;

↪ to obtain feedback and suggestions for progress from all members.

↪ To ratify decisions made by the board of trustees that need the support of the majority of members present at a convened G.B.M..

↪ To encourage co-operation and endorse the bond between members;

↪ to give the board of trustees an opportunity to report on all it's quarterly activities to the full membership

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(18.4) A quorum for an A.G.M. will be a third of the full membership (not counting other membership classes). The quorum must include The Organisation chair, secretary and treasurer and no less than one other board of trustees member. These board of trustees must be present for the A.G.M. to continue.

(18.5) The purpose of the A.G.M. is

↪ To allow members to hear the chair and secretary of the board of trustees report on the achievements and work of Y.Rh.D.A. over the preceding year.

↪ To vote on nominations for the election of S.M.C.s – if terms of office are up or vacancies have occurred.

↪ To allow the members to air any grievances or to ask for assistance or to query the business of the board of trustees since the previous A.G.M..

↪ To review The Organisation's waiting list and to inform the membership of any additions or deletions.

↪ to report on The Organisation's spending and to inform the members of

- proposed spending or other scheduled activity between meetings
- ↪ to obtain feedback and suggestions for progress from all members present.
- ↪ To give the board of trustees officers an opportunity to report on all their activities to the full membership including the chair's report and the secretary's report
- ↪ For the membership to have an opportunity to view the financial report and balance sheet from the treasurer.
- ↪ To discuss any proposals for amendments or changes to The Organisation's Constitution's articles or The Organisation's general membership rules.
- ↪ For the board of trustees to receive instructions from the members on what they want the board of trustees to do for them – all such instructions will be

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changes to this document or the Constitution or to augment or amend an existing rule or regulation when that change cannot wait for the next A.G.M..

(19.5) An E.G.M. can be either requested by:

1. The Y.Rh.D.A. membership (including all trustees). In such circumstances a detailed written request signed by all members wishing to convene an E.G.M. and setting out in detail the background reason an E.G.M. is requested. It must be delivered to the secretary at least 21 days before the meeting is to be convened. The secretary will then inform the whole membership and will inform them of the time, date and venue. To trigger an E.G.M. 75% of the full plot-holding membership together with all trustees must sign the meeting petition. The meeting subject material must be clearly shown and each individual member must personally sign the petition, or
2. By a majority vote of the board of trustees after an officer or an executive member on the board of trustees has put forward a motion to convene an E.G.M. and that motion has been passed by a majority vote of the board of trustees.

20. Meetings to change rules or Constitution articles

- (20.1) Changes to the Constitution's articles or The Organisation's general membership rules can only take place by a formal proposal or tabled motion at either an A.G.M. or an E.G.M.. At least 75% of all members present at the meeting must be in agreement and the proposal must then be carried by a three quarters majority of all members. The proposal must be put before all members who were not present at the E.G.M. or A.G.M. where the motion was carried and the overall consensus of agreement must be met before any changes are ratified. A simple majority vote is not sufficient. All members' votes (who were not present at the E.G.M. or A.G.M.) must be gathered on paper or the votes can be collected by Y.Rh.D.A.'s on-line electronic voting system.
- (20.2) Changes to the tenancy agreement conditions and rules can only be made by the

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maintenance

- (22.1.1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of Y.Rh.D.A., within 10 months of the financial year end.
- (22.1.2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of Y.Rh.D.A. entered on the Central Register of Charities.

(22.2) Financial Records

The treasurer will keep in date order a record of all income and expenditure related to The Organisation's financial transactions and all expenditure must be supported by a supplier's receipt or appropriate voucher which shows the date of expenditure, the total amount and the purpose for which payment was made. Receipts for membership fee income will be given, recording the date paid, the duration of the membership fee e.g. to 30th April XX, and the name of the member. This receipt

will be proof of membership payment and/ or subscription fees

(22.3) Banking

The treasurer shall open a cheque book account with a bank or building society in the name of The Organisation. Payments by cheque shall require any 2 of 3 authorised signatures - chair, secretary, and treasurer. One of which will always be the treasurer.

(22.4) Annual accounts format

If no other activity is envisaged then a simple income and expenditure account and a balance sheet will suffice, accompanied by all receipts for money paid and money for bills issued . Or an equivalent computer spreadsheet record printout. In the event of other activities needing to be presented separately e.g. shows, trading,

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financial transactions since the previous A.G.M.

(22.7) Special expenditure

When special projects are considered they will be fully costed as far as possible and the treasurer will advise the board of trustees on possible ways of funding.

(22.8) Financial advice

Where The Organisation requires financial advice outside the normal experience, the treasurer shall seek what professional advice is required and advise the board of directors accordingly.

(22.9) Presentation of accounts for audit

(22.9.1) The treasurer shall close the annual account on March the 20th of each year and prepare income and expenditure statements and a balance sheet for presentation to the independent auditor by the 2nd Monday in the following month.

(22.9.2) The audited accounts shall be circulated as part of the agenda for The

Organisation's A.G.M. and signed by the independent auditor and treasurer.

(22.10) Mid term vacancy

Where, for any reason, the treasurer ceases to hold office the board of trustees will appoint an acting treasurer (or the vice treasurer – if the role is occupied – will automatically occupy the post) and ask the independent auditor to carry out an interim audit in preparation for the new treasurer taking up office.

23. Information for new charity trustees

- (23.1) The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

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- (c) dies;
- (d) in the written opinion, given to The Organisation, by a registered medical practitioner treating that person, that he or she has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
- (e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (f) Any person retiring as a charity trustee is eligible for reappointment.

25. Taking of decisions by charity trustees

Any decision may be taken either:

- (a) at a meeting of the charity trustees with voting powers; or
- (b) by resolution in writing or electronic form agreed by all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement.

- (c) By secure electronic form from Y.Rh.D.A.'s official web-site. Voting by this means will be by a simple 'yes', 'no' or 'abstention' from a secure log in area necessitating password access. This voting method will be open for a specific time period for a specific issue. All relevant documents will have been made available to the charity trustee who will be participating using this method and those documents, or on-line information will contain the text of the resolution.

26. Delegation by charity trustees

- (26.1) The charity trustees may delegate minimal powers or functions associated to site management and/or maintenance to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

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- (d) who has resigned from holding office;
- (b) who had previously retired or who had been obliged by the rules under the Constitution to vacate office;
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.
- (27.2) Sub-clause (1) of this clause (27) does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or the board of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 9 (Conflicts of interest).

28. Execution of documents

Y.Rh.D.A. shall execute documents either by signature or by affixing its seal (if it has one at that time)

A document is validly executed by signature if it is signed by at least two of the board of charity trustees.

If Y.Rh.D.A. has a seal:

- (a) it must comply with the provisions of the General Regulations; and
- (b) the seal must only be used by the authority of the board of charity trustees or of a committee of charity trustees duly authorised by the board of trustees. The board of trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees who are serving members on the board of trustees.

29. Use of electronic communications

Y.Rh.D.A. will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a printed (hard)

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- (b) Subject to that, the board of charity trustees shall decide how their meetings are to be called, and what notice is required.

(31.2) Chairing of meetings

All meetings of trustees will be chaired by the chair of trustees. The chair of trustees may, where appropriate, temporarily appoint another trustee to chair board meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 20 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

(31.3) Procedure at charity trustees meetings

- (31.3.1) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(31.3.2) All charity trustees are to be given a copy of the agenda for the meeting and it will be followed closely.

↪ A meeting agenda will usually be circulated at no less than 7 days prior to the meeting.

↪ Provision will be made in the agenda to allow those present to table motions (where appropriate).

↪ Other proposals must be presented in writing to the chair or at least 14 days prior to the meeting.

↪ Provisions will be made in the agenda to open the meeting up for questions or “any other matters arising” where the agenda allows that item to be included

(31.3.3) Questions arising or proposals tabled at a meeting shall be discussed and

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(32.1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of Y.Rh.D.A.. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of Y.Rh.D.A. as specified in clause 33 (Decisions which must be made by the members of Y.Rh.D.A.).

(32.2) Notice of general meetings of members

(32.2.1) The minimum period of notice required to hold a general meeting of the members of Y.Rh.D.A. is 14 days.

(32.2.2) Except where a specified period of notice is strictly required by another clause in the Rules, Regulations and Official Guidelines, the Constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of Y.Rh.D.A..

- (32.2.3) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(32.3) Procedure at general meetings of members

The provisions in sub clause (17.2) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

33. Decisions which must be made by the members of Y.Rh.D.A.

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- (33.4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as Y.Rh.D.A. has specified. The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of Y.Rh.D.A. on the date when the proposal is first circulated.

34. Conduct and Rules for All Meetings

The following procedures and rules will be observed at all formal meetings of Y.Rh.D.A. members. All formal meetings of The Organisation will be conducted - without exception -

in this manner:

- (34.1) All meetings will be called by the chair of trustees, with the exception of a S.M.C. or any other sub-committee that has it's own chair. In which case the chair of that committee will call the meeting. Any meetings of all site management committees can be called by the chair of trustees or the chair selected for a S.M.C. All such meetings will be drawn to the attention of the trustees and other members.
- (34.2) The agenda for each meeting will be set by the chair in consultation with the secretary (where appropriate)
- (34.3) The secretary will arrange the time, date and venue for the meeting.
- (34.4) The secretary will inform all members (usually by e-mail) of the meeting and will

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- (34.11) All members will conduct themselves in a friendly and civilised manner
- (34.12) There will be no shouting down, arguing or verbal bullying.
- (34.13) There will be no discussions started except those initiated by the chair in accordance with the agenda
- (34.14) Where a vote is required following a discussion the chair will ask for a show of hands. A simple majority will prevail. Where the voting is tied the chair will have a casting vote.
- (34.15) At meetings where the voting is of a delicate nature and members are not comfortable with a show of hands the secretary will arrange a secret ballot at the meeting where all votes will be cast in private and then counted by the secretary and verified by another Y.Rh.D.A. executive member.
- (34.16) There will be no provision under any circumstances for proxy voting where absent members can have their vote cast by another member that is present.

- (34.17) On-line voting is a method adopted by The Organisation and in cases where a vote needs to be expanded out to all members that method will be utilised.
- (34.18) The chair's decision is final in all matters.
- (34.19) Any member who refuses to adhere to the decorum and rules for meetings will be asked to be silent by the chair. Further disruption will result in expulsion from the meeting and that member may be excluded from future meetings, unless a promise is forthcoming that proper conduct will be displayed in future.
- (34.20) S.M.C. and any other sub-committee meetings whilst smaller and chaired by the S.M.C. or sub-committee chair, will still be conducted in the same manner.
- (34.21) All S.M.C. and sub-committee meeting chairs will have the same powers and be

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must send to members of Y.Rh.D.A. not less than 21 days before the deadline for receipt of votes cast in this way:

- (i) a notice by e-mail, if the member has agreed to receive notices in this way under clause 29 (Use of electronic communication, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by e-mail or post to Y.Rh.D.A., containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
 - (ii) a notice by post or e-mail to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- (34.23.4) The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The

Scrutineers for Y.RH.D.A.', at Y.Rh.D.A.'s principal office or such other postal address as is specified in the voting procedure.

- (34.23.5) The voting procedure for votes cast by e-mail must require the member's name to be at the top of the e-mail, and the e-mail must be authenticated in the manner specified in the voting procedure.
- (34.23.6) E-mail votes must be returned to an e-mail address used only for this purpose and must be accessed only by a scrutineer.
- (34.23.7) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- (34.23.8) The scrutineers must make a list of names of members casting valid

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- (34.23.11) The scrutineers must not disclose the result of the postal/e-mail ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- (34.23.12) Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid e-mail votes; evidence of invalid votes; the valid votes; and the invalid votes.

Any dispute about the conduct of a postal or e-mail ballot must be referred initially to a panel set up by the board of trustees, to consist of two trustees and two persons independent of Y.Rh.D.A.. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

35. Minutes

The executive trustees or any member allocated the task must keep minutes of all:

- a) appointments of officers made by the board of trustees;
- b) proceedings, discussions and decisions arrived at including the names of 'proposers' and 'seconders' at all meetings of Y.Rh.D.A.;
- c) meetings of the board of trustees, charity trustees and committees of charity trustees and S.M.C.s including:
 - ↳ the names of all present at the meeting;
 - ↳ the decisions made at the meetings; and
 - ↳ where appropriate the reasons for the decisions;
- d) decisions made by the trustees otherwise than in meetings.

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(36.2) Other member types

- (36.2.1) Any individual of sixteen years of age or over who wishes to further the aims and objectives of Y.Rh.D.A. may become a member of The Organisation.
- (36.2.2) Membership of Y.Rh.D.A. will be open to all persons who are eligible and accepted by the board of charity trustees after completing a membership application in writing.
- (36.2.3) The board of trustees shall retain the right to refuse membership for whatever reason that they may decide that an individual is not suitable to become a member of Y.Rh.D.A.

(36.3) Informal or associate (non-voting) membership

- (36.3.1) The charity trustees may create associate or other classes of non-voting membership, as outlined in (36.4.1) – (36.4.5) below, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

(36.3.2) Other references in the Constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

(36.4) Membership classes

There shall be five classes of Y.Rh.D.A. members, distinct from trustees. The classes of membership are as follows:-

(36.4.1) Class 1. Full (plot-Holding) members of Y.Rh.D.A.

(36.4.1.1) Full membership is only available to individuals other than trustees who have accepted an offer to rent an allotment gardening plot from Y.Rh.D.A.. After the tenancy agreement is signed by both parties, i.e. the Landlord (Y.Rh.D.A.) and the Tenant (the

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including plot rents and membership fees will be reviewed and set by the charity trustees on an annual basis.

(36.4.2) Class 2. Affiliate Members of Y.Rh.D.A.

(36.4.2.1) Affiliate membership is open to anyone that wants to have an active involvement or has an interest in Y.Rh.D.A.'s activities. An annual fee is payable for affiliate membership at 50% of the cost of the full membership fee - whatever that may be set at when affiliate membership is applied for.

(36.4.2.2) Partners and helpers of plot holders will automatically qualify as affiliate members if they wish to apply. Affiliate members will be required to pay an affiliate member's fee but will have no voting rights at meetings of all members.

(36.4.2.3) Any partners or helpers of plot holders will not be allowed to attend meetings unless they have become affiliate members and have paid the affiliate membership fee in full up to the date of the meeting.

(36.4.2.4) Each person who has submitted a plot tenancy application form

and is added to Y.Rh.D.A.'s "waiting list" for an allotment garden plot automatically becomes an affiliate member and has to pay an annual affiliate membership fee for as long as they remain on the list or until their aggregate annual affiliate membership becomes equal to the initial bond required for a plot. If an affiliate member ceases to pay the affiliate member fee then it will be assumed that they no longer wish to rent a plot and their name will be removed from the waiting list; their name will also be removed from any distribution lists etc.

(36.4.2.5) Affiliate members are entitled to attend all meetings that are open to all Y.Rh.D.A.'s members. Affiliate members can take part in discussions but can not vote at such meetings. Affiliate members will also receive all Y.Rh.D.A. circulars, newsletters, announcements and any other information that is generally

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Y.Rh.D.A. meetings. Support members are not charged a membership fee.

(36.4.5) Class 5. Independent Members

The Organisation may invite any individual who has supported the aims of Y.Rh.D.A. or given service to Y.Rh.D.A., to become an independent member. Independent members will have no voting rights, but at the discretion of the board of trustees may be granted voting rights and may become trustees. Independent members are not charged a membership fee.

37 Register (list) of members

(37.1) Y.Rh.D.A. executive trustees shall allocate the keeping of an alphabetical membership list updated annually by its treasurer and/or membership secretary in which shall be entered the following:

- a) Name, postal address, e-mail address and telephone number of individual members
- b) Date of joining (and leaving – if appropriate)

- c) Date of receipt of membership monies on joining, subscription and renewal subscriptions.
- (37.2) Any member may see the entry in respect of themselves recorded in the official list of members and in their own interest must notify any change of address to the secretary. Strict adherence to the Data Protection Act 1998 and all other acts and regulations applicable to charitable incorporated organisations will be applied to any requests to view entries that contain names and contact details of members included on the register.
- (37.3) In the event of the death of a member, the Y.Rh.D.A. the executive trustees may agree to the transfer of plot-holding membership (and with it the tenancy of an allotment plot) to the spouse/partner or a child of the deceased member, but there shall be no automatic right of such a transfer.

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- in the agenda convening the meeting. A change to Y.Rh.D.A.'s membership fee can be proposed as a separate agenda item for discussion by the trustees and other members at an A.G.M. or an E.G.M. The proposal has to be supported and adopted by a majority vote of the trustees and then accepted and ratified by the board of trustees before it becomes implemented by The Organisation.
- (37.6) Full and associate membership fees will be payable with the annual rental charge for allotment plots. All plot-holders will automatically become full members and be required to pay the full membership fee. Full membership will begin when an affiliate member who is on the waiting list for a plot is offered a plot by the membership secretary on behalf of Y.Rh.D.A.'s board of trustees and the fees due along with the plot rent is paid in full. Only full members who are plot holders will have voting rights at meetings of members. There will only be one voting member eligible per plot. Only one full (plot-holding) member is allowed per household. independent and group membership will be free of charge and will not have voting rights. Affiliate members will be liable to an affiliate membership fee but will have no voting rights.
- (37.7) Y.Rh.D.A. shall primarily consist of allotment plots within the Aberaeron town/ Aeron Vale multiple village boundaries. Or of such other persons as the board of

trustees may admit to membership and allow to rent a garden plot for cultivation on one of its other allotment sites. Any plot cultivators who are accepted as a cultivator has to be a fully paid up member of Y.Rh.D.A.

38. Allotment plot tenancy

(38.1) Allocation of Tenancy

The allocation of a tenancy for an allotment plot shall be the responsibility of the board of trustees. The board of trustees shall discharge that responsibility in accordance with the following rules: -

- (38.1.1) the tenancy of any vacant allotment shall be reallocated as soon as practicable after it becomes available;

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- (38.1.7) After serving a successful initial six month probation period the Y.Rh.D.A. secretary (or chair when appropriate) will sign the tenancy agreement on behalf of the Landlord (Y.Rh.D.A.). The main primary plot user will from then on be the tenancy signatory. Tenancy agreements can not be signed on behalf of the main plot user by a secondary or third party user.

- (38.1.8) Under special circumstances (e.g. due to illness or long term incapacity) the tenancy may be transferred by the primary plot-holder to another family member who may become the main primary plot user. This process can only take place by request to and consent by the board of trustees. "Other" family member would be deemed to be a close relative as far removed as an adult grandchild who lives in the same household.

(38.2) Termination of Tenancy

The board of trustees may terminate the tenancy of any member who, in their opinion:

- a) has failed to observe any of the conditions set out in Y.Rh.D.A.'s standard missive of let;
- b) deliberately contravenes any condition laid down in this document or the

Constitution;

- c) acts in a manner which is detrimental to The Organisation or to the general welfare of The Organisation or it's members.

(38.2.2) The secretary shall serve any notice of termination of tenancy in writing on the person concerned and the notice will give the reasons for the tenancy being terminated and advice will be given as to the person's right to appeal.

(38.2.3) A member may give up his or her tenancy at any time by notifying the secretary in advance in writing with the necessary notice time as outlined in clause (44) (Notices) of this document.

39. Subscriptions, Membership Fees, Plot Rents & Bond

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Y.Rh.D.A.'s A.G.M. each year or at a time decided by the Y.RH.D.A. that shall serve as Y.Rh.D.A.'s permanent rent year start. The term "subscription" is applied to a regular annual payment that members make to The Organisation. The subscription usually comprises of the plot-holder's full membership fee and the plot rent in advance for one year. This is a recurring annual payment. It can be made in any form including a Standing Order or Direct Debit. If payment is set-up on-line via a payment agent then the additional transaction surcharge levied by the payment agent will be transferred to the member. This fee is nominal.

(39.3) Membership fees.

The membership fee will be set by the Y.RH.D.A. on the advice of the treasurer and will be reviewed annually. The affiliate membership fee will be set at 50% of the Full membership fee whatever that may be at the time.

(39.4) Plot rents.

The plot rent is for a twelve month period payable **by** the 1st of May of each year. The plot rent will normally be for a standard full size plot of approximately 10 rods square (10 rods = 10 perch, 10 poles or 302.5² yards) i.e. rounded to 270² yards/ 250² metres – for ease of pegging out into plots measuring 25m X 10m. (That is the

generally recognised standard plot size in the UK as defined by official bodies such as the NSALG.) If half size plots are made available they will be 5 rods square. The rent for a half plot will be 75% of the cost of a full plot. On the rare occasion of a quarter plot being made available that will be 75% of the cost of a half plot. The membership remains the same and a “half plot” or “quarter plot” holder is recognised as a full (plot-holding) member

(39.5) Bond.

This initial payment will be less the amount the new plot-holder has previously paid as affiliate membership fees to be retained on The Organisation’s waiting list. If a plot-holder vacates his/ her plot by handing in a notice to The Organisation, and leaves the plot in a good $\frac{3}{4}$ cultivated and reasonably weed-free condition then the plot-holder will get the initial bond returned. If the plot-holder leaves the plot in a poor state then the bond will be utilised to remedy the plot condition in readiness for the

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furthermore used correctly to grow fruit, vegetables and flowers as outlined in the terms of The Organisation’s tenancy agreement and other official documents. Advice and assistance will be freely given during this period to assist new cultivators to learn and understand how to work an allotment plot. Failure to bring the plot up to a reasonable standard of cultivation, (unless a satisfactory reason is given for the lack of cultivation), will result in the tenancy agreement not being offered and their access to the plot terminated – without a notice to quit - at the end of the six month period. The bond will not be returned. The next person on the waiting list will then be offered the plot. There is no appeal procedure for individuals who fail to complete a satisfactory probation period.

- (39.7.2) Any plot-holder who is new to gardening or inexperienced in allotment cultivation and plot management techniques should not be penalised under the rule set out in sub clause (39.7.1) above. The Organisation will at all times be sympathetic to new cultivators and will always be available for advice. If required, a new plot-holder can take advantage of the Organisation’s ‘mentoring scheme’ whereby an experienced gardener can be allocated to a new cultivator as a mentor, until he/she feel confident in their abilities to manage their own allotment plot. It is the aim of the

Organisation to help all new gardeners to attain proficiency and experience. Inexperience should not impede or penalise any plot-holder due to their lack of knowledge or inexperience. By its nature, an allotment site should be a place where advice and help is freely provided by all plot-holders, however it is up to the new cultivator to seek help, if it is needed.

(39.8) Arrears.

Any member who is in arrears at the fortieth (40th) day following the rent year start (without good cause) shall be held to have ceased to be a member unless a satisfactory explanation in writing is given to the board of directors via The Organisation's secretary or membership secretary who could (as the case may be) also be the Y.Rh.D.A. treasurer.

40. Waiting List (for allocation of plots with full membership)

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(40.3) The names of each applicant shall be added to the waiting list in the strict date order in which they applied for an allotment plot.

(40.4) Persons who are already plot-holding members of Y.Rh.D.A. or other persons living in the same household shall not be admitted to the waiting list. Members of Y.Rh.D.A. who are Tenants of a half or quarter plot and who wish to become Tenants of a whole plot may, however, be admitted to the waiting list for that purpose.

(40.5) Persons who have previously been members of Y.Rh.D.A. and who have had their tenancies terminated for whatever reason under the rules laid out in this Rules, Regulations and Official Guidelines document shall not be admitted to the waiting list, nor will any of their close relatives or partners be admitted to the waiting list. In areas where there are extenuating circumstances their application may be assessed by the board of trustees. The board of trustees decision will be final in such matters.

(40.6) All persons who wish to be placed on the waiting list will have to become an affiliate member and pay the appropriate annual affiliate membership fee to remain on the list. This membership fee will be deducted from the bond requested when an allotment plot is allocated. If a person remains on the waiting list for a period that is so long that the fees paid are greater than the bond needed, then the waiting list

member will not be expected to pay any further affiliate membership fees. He/ she will therefore not be expected to pay any further amounts for a bond at the commencement of their plot tenancy, as their accrued affiliate membership fee will have covered it.

41. Rules and Conditions

(41.1) General

The board of charity trustees may from time to time make such reasonable and proper rules or bye-laws as they may deem necessary or expedient for the proper conduct and management of Y.Rh.D.A., but such rules or bye-laws must not be inconsistent with any provision of the Constitution. Copies of any such rules or bye-laws currently in force must be made available to any member of Y.Rh.D.A. on

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state of cultivation and fertility and also in a good well manured condition. At least three quarters of the plot shall be cultivated at any one time

- (41.3.4) The Landlord shall ensure that the Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out for the use of occupiers of the allotment gardens and adjoining plots.
- (41.3.5) It shall be a condition of any allotment letting agreement that the Tenant shall not underlet, assign, or part with possession of the allotment garden or of any part thereof without express written consent of the Landlord. the Tenant can share their plot with a helper but the Tenant is responsible for all activity by the helper/ plot-sharer.
- (41.3.6) The Landlord shall see to it that the Tenant shall not, without express written consent of the Landlord, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
- (41.3.7) The Landlord shall see to it that the Tenant shall not keep any livestock on the allotment except that permitted under Statute without the prior

express written consent of the Landlord and, if required, that of the Landlord paramount where applicable.

- (41.3.8) The Landlord shall ensure that Tenants shall be responsible for keeping the boundary fence, hedge or paths within the boundaries of their allotment plots properly cut, trimmed or by any other necessary means properly maintained.
- (41.3.9) The Landlord shall see to it that the Tenant shall not use any barbed wire for a fence or thorn hedge adjoining any path set out by the Landlord for the use of the occupiers of the allotment gardens.
- (41.3.10) The Landlord shall see to it that the Tenant shall not, without express written consent of the Landlord, erect any building on their allotment

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- (41.3.13) In such cases one months notice to quit will be given in writing to the Tenant.
- (41.3.14) The tenancy may also be terminated by the Landlord for whatever reason, by the giving of six (6) months previous notice in writing; such notice to expire not later than March 25th (Lady Day) or not earlier than September 29th (Michaelmas) in any year. Under the provision of section 1 (1) (a) Allotment Act 1922 the date of expiry of notice must not fall between Lady Day and Michaelmas.
- (41.3.15) At determination of the tenancy the Tenant will return the plot/plots occupied by the Tenant to The Landlord in such a state as meets the conditions of this agreement and that any tools or implements brought on the site by the Tenant are removed.

(41.4) Plot occupation rules

The plot-holding member Tenant will:

- (41.4.1) Agree to conform to the following rules as part of his/ her agreement with Y.Rh.D.A.. Persistent and wilful disregard or the flaunting of any of the following rules will, if proven, result in immediate termination of the tenancy by Y.Rh.D.A. whose decision shall be final.
- (41.4.2) Pay the annual rent and any membership fees due in full and by the deadline set out in the tenancy agreement. The rent is paid in advance and without deduction, unless otherwise agreed with Y.Rh.D.A.
- (41.4.3) Agree to abide in full by all the terms of the Aeron Vale Allotment Trust's Constitution and its Rules and Conditions of Membership and any other

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them for any illegal or immoral purpose. All surpluses will be donated to Y.Rh.D.A. for distribution to the needy – in keeping with the Organisation's Constitution 'objects'.

- (41.4.10) Only allow family and those specifically invited by the Tenant on to the allotments site.
- (41.4.11) Conduct himself/ herself in a friendly and harmonious manner with his/ her fellow plot holders regardless of their race, gender, disability, age, sexual orientation or religion.
- (41.4.12) Understand that any nuisance, annoyance or harassment (relating to race, gender, disability, age, sexual orientation, religion or other matter) to any other Tenant, if proven, will result in immediate termination of the tenancy by Y.Rh.D.A. whose decision shall be final.
- (41.4.13) Not allow children to play, or walk, on other people's allotment plots without their permission. No child under the age of 14 is allowed on the site unless he/ she are supervised by an adult. Children must be

supervised within the confines of the Tenant's plot and must not cause annoyance or disturbance in any form to fellow Tenants.

- (41.4.14) Understand that Y.Rh.D.A. has the right to refuse admittance to any person other than the Tenant or member of his/ her family unless accompanied by the Tenant or member of their family.
- (41.4.15) Understand that a tenancy agreement is offered on an initial six month probationary period. If after that period the plot has not been cultivated to an acceptable standard in accordance with the conditions of let and in the opinion of the site's management committee (S.M.C.) with the approval of the board of trustees, the person concerned shall be required to vacate the allocated allotment forthwith. In that event, the person concerned will have no right of appeal.

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- (41.5.2) The weeding and the maintenance of their part of any shared paths is their responsibility. Tenants are also responsible for the upkeep of any communal/ shared paths that borders their plot.
- (41.5.3) Composting is encouraged – in bins on individual plots or in a communal heap.
- (41.5.4) Plots are kept weed free (to a standard that can be reasonably expected) and well cultivated. All plots occupied by any Tenant should always be in a clean, well-manured; three-quarters cultivated and weed free state using techniques which do not cause long term environmental damage.
- (41.5.5) Weeds should be composted where possible or taken away along with any other rubbish by the plot holder and disposed of safely. The Organisation encourages recycling wherever possible.
- (41.5.6) Fruit trees are only allowed providing they are 'dwarfing' or 'semi dwarfing' varieties. Consideration must be given to the eventual height/spread of what is planted and its possible impact on neighbouring plots (casting shade, root spread). Fruit bushes are fine. Wherever

possible fruit tree height should be limited to 8 feet (2.4 metres).

- (41.5.7) Huts and structures such as greenhouses, sheds, polytunnels or hen houses, or beehives, as long as they do not cause a nuisance to any other plot holders, will be allowed but will have to conform to the general guidelines set by the Organisation for structures on site. Specific permission for construction must be sought from the S.M.C. or the board of trustees for any other structure. All permitted building structures will be of a set size and design specified by Y.Rh.D.A. and can only be acquired through Y.Rh.D.A. who will supply the buildings at specially discounted purchase prices from any suppliers, without profit. They must be well constructed, safe and well-maintained. They must also be in character with the rest of the site. Y.Rh.D.A. is not responsible for any loss or damage to/by a shed or its contents. Tenants are responsible for their

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- (41.5.11) No dogs are allowed on site (dog faeces and urine is unhygienic and a health hazard in food growing areas. Dog fouling is unsightly, unpleasant and can lead to toxocariasis in humans). Any other pets or animal that do not cause a nuisance, disturbance, annoyance or health hazard to any other plot holders are allowed on Y.Rh.D.A.'s allotment sites.
- (41.5.12) Bonfires are not allowed on individual plots. Any fires must be contained within a communal area set aside for burning material that cannot be composted. Bonfires must not be lit at inappropriate times or cause smoke or nuisance from them to interfere with neighbouring plot holders or other neighbours.
- (41.5.13) Hosepipes or sprinklers are permitted but not encouraged except to fill water containers, or under other special circumstances during droughts etc.. Plot holders are encouraged, as much as possible, to use water conserving measures on their plots.
- (41.5.14) Small wildlife ponds are allowed, but only after written consent has been given by The Organisation's S.M.C. after receiving a request

accompanied by a detailed plan of what is intended. Ponds also need to be approved by the board of trustees, and will be strictly regulated regarding size and safety.

(41.5.15) Building of anything on a plot that cannot be easily removed for the next Tenant if they do not want them (e.g. areas of hard standing, concrete or tarmac) is not allowed.

(41.5.16) Portable containers of flammable fuels used for gardening implement engines must not be stored or kept on site overnight by individual plot-holders.

(41.6) Expiry of plot tenancies

A plot tenancy will expire on the rent day after the death of the member Tenant and

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- ↘ The member's death
- ↘ The member's resignation
- ↘ The non payment of the annual subscription thereof for a period of 40 days after it has become due
- ↘ The expulsion of a member under this documents rules regarding disciplinary actions and expulsions

(42.2) Cessation by delegation.

In the event of a plot-holder being unable to continue cultivating his/ her allotment, for whatever genuine reason like deteriorating health old age etc. Then an application can be made to the board of trustees to have the plot assigned to a close family member, e.g. a son or daughter, brother, sister or grandchild etc. Each application will be considered on its merits by the board of trustees. In most cases a sympathetic response can be expected. The delegated plot-holder will be required to join The Organisation and to take over the tenancy by signing a new tenancy agreement document.

43. Rent Review

The rent may from time to time be reviewed and varied by Y.Rh.D.A.'s board of trustees in mid term, giving notice to the Tenants on or before the sixth month (November) in any year of the tenancy, such notice stating the annual rent to be payable for the plot/plots occupied by the Tenant for the following year. If no notice is served then the rent will be retained and any reports on rent variations will be reserved until the next A.G.M.

44. Notices

Any notice required to be given by Y.Rh.D.A. to the members may be signed on behalf of Y.Rh.D.A. by the chair and secretary of Y.Rh.D.A.'s board of trustees or other authorized agent for the time being and may be served on the Tenant member either personally or by posting, by recorded mail, to the last known place of abode of the Tenant.

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out by a S.M.C. chair or an executive member, who will be one of the charity trustees. Any member of a S.M.C. may do this but only at the request of the S.M.C. following a decision made by the S.M.C. committee members, usually following a complaint to the S.M.C. by *any* other member - where attention is drawn to the actions of the erring member, and the S.M.C. have discussed the matter before hand at a meeting and with the board of trustees. Any verbal warning must be brought to the attention of the board of trustees and reported accurately - in writing - at that stage.

- (45.1.2) If the conduct of the erring member is not corrected that member will be approached by two S.M.C. members, one will again verbally draw attention to the problem, whilst the other witnesses that action. This meeting will be noted, (showing names, time, date and location) by the S.M.C. member who has taken this action. This action will be reported in writing to the board of trustees.
- (45.1.3) Following two verbal warnings an executive member will next issue a formal written warning in the form of a notice to the member on behalf of the board of trustees. That written warning will give notice that unless

immediate action is taken to remedy the problem by the erring member - within a reasonable set time frame - then he/ she will be expelled. No further warnings or notices will be served.

(45.2) Procedure for expulsion.

At a meeting of the board of trustees with a single agenda item specifically drawing attention to a disciplinary matter for discussion by the board of trustees who may, after a thorough discussion of the matter with all members invited to be present, and on arriving at a decision by a majority vote of the members present, (and entitled to vote), expel any member for conduct detrimental to Y.Rh.D.A., provided that 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. The erring member, the complainant(s) and the members involved in verbal warnings and the written warning will also be required to be

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(45.4) Other reasons for exclusion.

The board of trustees shall have the right, for good and sufficient reason which includes non payment of any subscription, or for previous bad conduct at a meeting, to exclude an individual member from meetings, provided that the individual member shall have the right to be heard by the board of trustees before a decision is made.

(45.5) Procedure for appeal.

Following a decision to expel, the expelled member - who may consider themselves aggrieved by the action of the S.M.C. and the decision of the board of trustees - may appeal if he or she wishes. The expelled member will have 14 days to lodge an appeal with the secretary of trustees. All appeals must be in writing (precluding e-mail) giving 14 days notice. The expelled member will have a right to be heard at an E.G.M. convened by the board of trustees. All members will be invited to attend. The E.G.M. will only have one agenda item. The expelled member will have the right to state his/ her case and if he/ she wishes, be accompanied or represented by a friend or representative who may or may not be a member. A vote will be taken to accept or decline the appeal and that decision will

then be final and no further process for another appeal will be open to the expelled member.

46. Amendments

(A) Amendment to Constitution

As provided by sections 224-227 of the Charities Act 2011:

(46.1) The Constitution can only be amended:

- a) by resolution agreed in writing by all members of the Y.RH.D.A.; or
- b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the Y.RH.D.A. called in accordance with clause 19 (General meetings of members).

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47. Copies of the Constitution

A copy of the Constitution shall be made freely available for viewing by the secretary to every member on joining and on demand either as a "hard" copy or a downloaded file for permanent retention. Bound 'hard copies' for retention by individual members will be subject to payment of a sum of money decided from time to time by the board of trustees in consultation with The Organisation's treasurer and secretary. The Trust shall provide the secretary with sufficient copies of the said document for this purpose. The documents shall also be made available on-line (to registered members only, using an allocated log-in username and password)

(47.1) Other documents

In addition to a full copy of the Constitution, Y.Rh.D.A. will also make separately available, this Rules, Regulations and Official Guidelines document, the Members Hand-book that will contain the basic rules (which are contained in this document), a sample tenancy agreement document and any other official documents including meeting agendas and minutes of Y.Rh.D.A. member meetings - as and when they are requested and the board of trustees sees fit to release them based on their

availability at the time of the request. All official documentation will be available for viewing and for downloading on the Organisation's web-site.

(47.2) Member's Hand-book

Every plot-holder who takes up a plot tenancy from Y.Rh.D.A. will be given a "Member's Hand-book" on entry to The Organisation. All contact details and relevant information regarding the general rules & conditions of Y.Rh.D.A. will be contained in that Hand-book that will serve as a reference to all members. The Hand-book will contain a condensed version of specific parts of this document, but can not be used under any circumstances, either as an alternative reference, or as a substitute to the main Rules, Regulations and Official Guidelines of Aeron Vale Allotments Trust document, or Y.Rh.D.A.'s Constitution.

48. Voluntary winding up or dissolution

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must decide how any remaining assets of Y.Rh.D.A. shall be applied.

- (iii) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of Y.Rh.D.A..

(48.3) Y.Rh.D.A. must observe the requirements of the Dissolution Regulations in applying to the Commission for Y.Rh.D.A. to be removed from the Register of Charities, and in particular the charity trustees must send with their application to the Commission:

- (i) a copy of the resolution passed by the members of Y.Rh.D.A.;
- (ii) a declaration by the charity trustees that any debts and other liabilities of Y.Rh.D.A. have been settled or otherwise provided for in full; and
- (iii) a statement by the charity trustees setting out the way in which any property of Y.Rh.D.A. has been or is to be applied prior to its dissolution in accordance with the Constitution.

the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of Y.Rh.D.A., and to any charity trustee of the Y.RH.D.A. who was not privy to the application.

If Y.Rh.D.A. is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.



Tuesday, March the 1st 2016

It was unanimously agreed to accept, adopt and ratify this amended final draft of our Rules, Regulations and Guidelines for the Overall and Day to Day Governance and Management of Y.Rh.D.A./ Aeron Vale Allotments Trust at a meeting of the Board Of The Charities Trustees held on Tuesday, March the 1st 2016.

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