

XYZ

ALLOTMENT SOCIETY

CONSTITUTION

1. MISSION STATEMENT

- 1.1 The name of the organisation shall be **XYZ Allotment Society** (also referred to in official written documents, including this Constitution, as **ZYZ.AS.**).
- 1.2 XYZ.A.S. will actively pursue the continual improvement of the fertility, cleanliness, productivity and facilities of the allotment sites at its Primary Site, and any other future sites it may manage for the benefit of its members who share the sites and those who follow them.
- 1.3 XYZ.A.S. is committed to ensuring that biodiversity and wildlife are protected and to publicise the pleasures of growing, and more specifically allotment gardening, as a means of promoting outdoor health and recreational hobbies for all walks of life. It is also XYZ.A.S.'s intention to encourage people in the community when they come into contact with participating members and the food they produce to visit future locations.
- 1.4 XYZ.A.S. will work with National and Local Government Authorities (Community Development Finance Institutions, the National Society of Allotment Growers, The Federation of City Farms & Community Gardens, the National Urban Farming Initiative), and any other national or local organisations with a common shared focus with XYZ.A.S., to the benefit of all allotment sites in the Xxxxxx/ Yzzzzz area.
- 1.5 XYZ.A.S. will work with people of all ages and all walks of life in its local community. It is our stated policy that our common bond is the growing of food and the nurturing of a community spirit within a group of growers regardless of their financial status, secular job or present social status within our society.

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CONSTITUTION inc. Aims, Guidelines & Set Rules

- 1.6** It is XYZ.A.S.'s stated aim to ensure that it grows and develops as an organisation and that it fosters good links within the local community and further links with other gardeners, gardening organisations, groups and growers including tool merchants, seed merchants or plant suppliers wherever they are and by any legal means available to it including publications, advertising and the use of it's web-sites.
- 1.7** As it becomes apparent that the younger generation lack the knowledge and skill of how to use traditional hand-tools, the Society's objectives for objectives will be to impart knowledge of the use of the use of traditional gardening hand-tools by providing training and to come in contact with the Society.
- 1.8** The general soil cultivation, growing techniques for home-grown fruit, vegetable and flowers will be a central raft of the work of the XYZ.A.S. It will arrange where appropriate - public open days to its sites, workshops, lectures or seminars. It will arrange for the growth and practical experiences of its allotment sites.
- 1.9** XYZ.A.S. will encourage its community at all age levels, how to recycle materials and provide practical examples of recycling activities of its allotment garden sites.
- 1.10** When appropriate XYZ.A.S. will arrange horticultural shows and exhibitions to highlight the annual work and dedication of its member growers and all others within the community who may wish to take part.

SPECIMEN

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

INDEX of CONTENT by HEADING
(alphabetical List)

Heading	Page	Heading	Page
A		MEMBERSHIP (6)	9
AIMS and OBJECTS (4)	4	Membership Fees (6.6)	15
Allocation of Tenancy (11.1)	31	Meetings of Sub-Committees (10.5)	29
AMENDMENTS to THE CONSTITUTION (16)	40	Meetings to Change Rules or Constitution Articles (10.4)	29
Annual Accounts Format (8.3)	22	Member Types (6.1)	10
Annual General Meeting [AGM] (10.2)	27	Mid Term Vacancy (8.11)	22
B		MISSION STATEMENT (1)	1
Banking (8.2)	22	N	
Bond (6.6)	15	Notices (12.6)	39
C		O	
Cessation of Membership (6.4)	13	OFFICERS [GMC]	17
COMMITTEES (9)	23	OTHER DOCUMENTS	39
Conduct and Rules for All Meetings (10.6)	29	OFFICIAL RECORDS	4
Constitution Amendments	39	P	
COPIES OF CONSTITUTION (14)	40	Partnership (12.1)	15
D		Partnership (12.2)	7
DISSOLUTION OF SOCIETY (13)		Partnership (12.3)	22
Downloads (15.2)		Partnership (12.4)	38
Duties of the Officers (7.1)		Partnership (12.5)	
E		Partnership (12.6)	22
Expiry of Tenancy (12.1)		Partnership (12.7)	22
Expulsion of Member (12.2)		Partnership (12.8)	22
Extraordinary General Meeting (10.3)		Partnership (12.9)	36
F		Partnership (12.10)	25
FINANCE (15)	21	Partnership (12.11)	15
Financial Statements (15.1)	22	Partnership (12.12)	15
Financial Year (15.2)	21	Partnership (12.13)	15
G		Partnership (12.14)	15
General Meeting [GBM] (10.1)	26	Partnership (12.15)	15
General Management Committee [GMC] (9.1)	23	Partnership (12.16)	15
L		Partnership (12.17)	15
List Of Members (6.2)	11	Partnership (12.18)	15
Loans & Borrowing (8.6)	22	Partnership (12.19)	15
M		Partnership (12.20)	15
MEETINGS (10)	25	Partnership (12.21)	15
Member's Hand-book (15.1)	39	Partnership (12.22)	15
		Partnership (12.23)	15
		Partnership (12.24)	15
		Partnership (12.25)	15
		Partnership (12.26)	15
		Partnership (12.27)	15
		Partnership (12.28)	15
		Partnership (12.29)	15
		Partnership (12.30)	15
		Partnership (12.31)	15
		Partnership (12.32)	15
		Partnership (12.33)	15
		Partnership (12.34)	15
		Partnership (12.35)	15
		Partnership (12.36)	15
		Partnership (12.37)	15
		Partnership (12.38)	15
		Partnership (12.39)	15
		Partnership (12.40)	15
		Partnership (12.41)	15
		Partnership (12.42)	15
		Partnership (12.43)	15
		Partnership (12.44)	15
		Partnership (12.45)	15
		Partnership (12.46)	15
		Partnership (12.47)	15
		Partnership (12.48)	15
		Partnership (12.49)	15
		Partnership (12.50)	15
		Partnership (12.51)	15
		Partnership (12.52)	15
		Partnership (12.53)	15
		Partnership (12.54)	15
		Partnership (12.55)	15
		Partnership (12.56)	15
		Partnership (12.57)	15
		Partnership (12.58)	15
		Partnership (12.59)	15
		Partnership (12.60)	15
		Partnership (12.61)	15
		Partnership (12.62)	15
		Partnership (12.63)	15
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		Partnership (12.67)	15
		Partnership (12.68)	15
		Partnership (12.69)	15
		Partnership (12.70)	15
		Partnership (12.71)	15
		Partnership (12.72)	15
		Partnership (12.73)	15
		Partnership (12.74)	15
		Partnership (12.75)	15
		Partnership (12.76)	15
		Partnership (12.77)	15
		Partnership (12.78)	15
		Partnership (12.79)	15
		Partnership (12.80)	15
		Partnership (12.81)	15
		Partnership (12.82)	15
		Partnership (12.83)	15
		Partnership (12.84)	15
		Partnership (12.85)	15
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		Partnership (12.89)	15
		Partnership (12.90)	15
		Partnership (12.91)	15
		Partnership (12.92)	15
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		Partnership (12.94)	15
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		Partnership (12.96)	15
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		Partnership (12.98)	15
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		Partnership (13.01)	15
		Partnership (13.02)	15
		Partnership (13.03)	15
		Partnership (13.04)	15
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		Partnership (13.08)	15
		Partnership (13.09)	15
		Partnership (13.10)	15
		Partnership (13.11)	15
		Partnership (13.12)	15
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2. USE OF NAME

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

3. OFFICIAL COMMUNICATIONS

3.1 All official communications (letters/ e-mail/ telephone/ fax calls) shall normally be received and/or signed on behalf of XYZ.A.S. by the Secretary or in the absence of the Secretary by the Chairperson in the unlikely event of the Secretary and Chairperson being unavailable then the Treasurer shall address this task.

3.2 The addresses and other contact details of the Secretary and Treasurer will always be displayed in the "Members" section of the Society's website (www.xyz-allotments.org.uk) for access by all members. The Secretary's postal address and other contact details shall be clearly displayed on the Society's letterhead.

4. AIMS and OBJECTS

4.1 To represent and promote the interests of allotment holders and cultivators at XYZ Allotment Society's District and to ensure that XYZ.A.S. may acquire or manage in the future any additional allotment areas in the future.

4.2 To control and manage the allotment sites entrusted to it by any Local Government Authority, within the terms and conditions of any agreement or similar agreement and to promote the growth and maintenance of members' allotment garden plots.

4.3 To ensure where possible under the terms of The Small Holdings & Allotments Act 1908 and subsequent amendments and additions of Allotments Act 1950 to provide local people to grow their own vegetables, fruit and flowers, using organic methods wherever possible, and to enjoy recreational and leisure gardening.

4.4 To manage 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 and on occasion rabbits – as the provisions of the Small Holdings & Allotments Act 1908 – 1950 allows.

4.5 To continually conduct negotiations with the local authority and any other charities or landowners for the use of gardening land for the above uses.

4.6 To actively co-operate with groups and organisations with a view to increasing

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

the provision of allotments and improving standards and facilities.

- 4.7 To establish a working relationship with Xxxxxxx County Council The National Trust, or any other Private or Public Organization, charity or landowner with the object of improving facilities, carrying out essential landlord maintenance, preparation of allotment gardens for letting, producing publicity about availability of allotments and early consultation on allotment matters e.g. proposed site changes, rent levels and reviewing the tenancy agreement which sets out responsibilities of the landlord and the tenant.
- 4.8 To administer any distribution service, communal machinery and equipment including things like seed schemes for members.
- 4.9 To help new gardeners on any site in the area including providing, where possible, introductory courses and a mentor gardener (a mentor) with the view to special help and tenancy.
- 4.10 To promote the sharing of knowledge, experience and allotment-management in order to help members to carry out their core task of growing vegetables, flowers and fruit.
- 4.11 To encourage members to improve their allotments.
- 4.12 To foster good relations with local neighbours and local statutory and non-statutory organisations.
- 4.13 To seek support from local businesses, local authorities and organisations to assist it to pursue & implement its objectives.
- 4.14 To manage and supervise allotments (within the Xxxxxxx/ Yzzzzz area) for the benefit of members of XYZ.A.S., in accordance with the Society's rules and conditions of let.
- 4.15 To provide, by whatever means agreed by the membership, support for plot-holders and opportunities for the public to learn about allotments and their cultivation.
- 4.16 To promote XYZ.A.S. and heighten its member's enjoyment and knowledge by holding, whenever possible, meetings for lectures, discussions and demonstrations holding horticultural shows and competitions and organising visits to gardens, nurseries, etc.
- 4.17 To protect and promote the biodiversity, landscape value and amenity of the allotment area at XYZ.A.S.'s Primary Site and any other sites XYZ.A.S. may set-up in the future.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- 4.18 To promote a greater understanding and awareness of the benefits of organic allotment gardening among the local community and beyond.
- 4.19 To encourage healthy living through the production of fresh fruit and vegetables and help adults and young people to share and learn about growing fruit and vegetables using traditional and environmentally friendly means.
- 4.20 To promote healthy eating and exercise through gardening and the possible organic vegetable growing in the interests of our members and the local community. Thereby promoting the opportunity for improved mental health and well being by encouraging self-sufficiency and recycling.
- 4.21 To encourage a high standard of horticultural cultivation by disseminating information by means of newsletters, education boards, a gardening club and an annual garden tour.
- 4.22 To assist members and visitors to allotment sites by providing adequate parking spaces, electricity to the site, running water, the maintaining of a community shed - where appropriate - and the sale of surplus produce, on site, at low cost. All profits shall be reinvested in XYZ.A.S. which is a not-for-profit organisation.
- 4.23 XYZ.A.S. shall continue to be a non-profit making organisation. All money shall be used solely to benefit the Membership and the Society. No member shall be entitled to any personal financial gain from any commercial activity or the sale of personal produce from an allotment plot they rent from XYZ.A.S. All surplus profits being reinvested in the Society or a charity of its members choosing, but always closely associated with the Society's work.
- 4.24 To take reasonable action to protect all sites against damage, trespass and theft.
- 4.25 To promote harmony, unity and friendship between and amongst members and to guard against any cliques or factions that may arise.
- 4.26 To provide a structured arrangement in order to run the Society 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 Society's Executive Officers and other members of the General Management Committee (GMC) acting on behalf of XYZ.A.S..
- 4.27 To properly manage all sites, plots and waiting lists for the benefit of all, irrespective of their background, creed, religion, gender or physical and mental ability.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- 4.28 To ensure 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.
- 4.29 Wherever possible to adhere to the legislative guidelines and conditions and provisions of The Small Holdings and Allotment Act 1908 and its subsequent revisions and amendments.
- 4.30 To adhere to the Data Protection Act 1998 and all other regulations applicable to unincorporated Societies.

5. POWERS

- 5.1 To achieve the Aims and Objects above and as set out below.
- 5.2 The structure of XYZ.A.S. consists of a **Governing Committee** (referred to elsewhere in this constitution) which holds regular meetings and controls all the affairs of XYZ.A.S. The GMC is responsible for monitoring and controlling the day to day running and decision making of XYZ.A.S., its day to day running and decision making at business meetings and its overall policy development.
- 5.3 In furtherance of the Aims and Objects of XYZ.A.S. the GMC Executive, on behalf of all the members of XYZ.A.S. is given power to:-
 - 5.3.1 Appoint one or more persons to supervise, organise and carry out the work of XYZ.A.S..
 - 5.3.2 Purchase, hire, borrow or acquire by any legal means any equipment, tools, fixtures, fittings, communal maintenance machinery and equipment including things like seed and growing aids for and on behalf of the members
 - 5.3.3 Engage and pay fees to professional and technical advisers or consultants to assist in the work of XYZ.A.S..
 - 5.3.4 Co-operate and liaise with representatives of voluntary organisations, government departments, local and other statutory authorities and individuals.
 - 5.3.5 Co-opt or elect as a fellow member of the GMC any full member of XYZ.A.S. to carry out a specific task or to aid the GMC in any specialist way where the need arises.
 - 5.3.6 Form any committee or sub-committee as it sees fit from among XYZ.A.S.'s members in order to carry out specific tasks on behalf of XYZ.A.S..

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- 5.3.7 Become members of any Organisations or Groups that may benefit XYZ.A.S. or are compatible with its objects.
- 5.3.8 Promote or carry out or assist in promoting and carrying out research, surveys and investigations and the publication of their results.
- 5.3.9 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 XYZ.A.S., the local community or the general public.
- 5.3.10 Collect and disseminate information on all matters relating to the objects and exchange such information with other bodies, whether in this country or overseas.
- 5.3.11 Cause to be prepared and published either by the Society or by any allotment such papers, books, periodicals, pamphlets, etc. (including allotment association or societies, and general management documents), and recordings of any kind as shall further the objects.
- 5.3.12 Purchase, take on lease, or otherwise acquire any property or any rights in or over any land, construct, maintain or alter any buildings as may be necessary for the objects.
- 5.3.13 Sell, let, lease or otherwise dispose of all or any of the property or assets of XYZ.A.S.
- 5.3.14 Open and maintain bank accounts as the General management may think fit.
- 5.3.15 Raise funds for the furtherance of the objects and accept gifts on such terms and such security as shall be found appropriate.
- 5.3.16 Raise funds and invite and receive contributions from any person or persons by way of subscription or otherwise.
- 5.3.17 Invest the funds of the Society not immediately required for the objects in or upon such investments, securities or property as may be thought fit.
- 5.3.18 Accept gifts for the general purposes of the Society or for a specific purpose within or connected with the Objects.
- 5.3.19 Hold regular meetings and an Annual General Meeting (AGM) and hold extra meetings whenever it is felt necessary.
- 5.3.20 Make agreements with potential plot providers and contact other appropriate bodies for assistance and sponsorship

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- 5.3.21 Initiate and undertake any other legal/lawful activity calculated to further the aims and objects of XYZ.A.S.

6. MEMBERSHIP

Any individuals of sixteen years of age or over who wishes to further the aim and objects of XYZ.A.S. may become a member of our Society.

Membership of XYZ.A.S. will be open to all persons within the Xxxxxx Town/ Yzzzzz multiple village boundaries (the boundary will be deemed to be the area within the sign-posts into any town or village) and XYZ.A.S.'s recognised catchment area. Full Members MUST reside within the catchment area of the site. The catchment area will be deemed to be WITHIN five miles of the site. Where an applicant is on the waiting list for an XYZ.A.S. plot but resides outside the Xxxxxx Town/ Yzzzzz multiple village boundaries but within the catchment area while another member who may be a more recent addition to the waiting list resides within the Xxxxxx Town/ Yzzzzz multiple village boundaries then the latter member will be given a plot in preference to the one who resides outside the Xxxxxx Town/ Yzzzzz multiple village boundaries but within the catchment area.

The GMC will consider all applications as its first item at every meeting.

The cost of membership (see 6.1) will be periodically assessed by the GMC and paid in advance. The assessment will be based on XYZ.A.S.'s annual budget. All members will be required to pay such annual subscription as determined by the GMC as part of the Treasurer's report and be included in the agenda for the next meeting. A change to XYZ.A.S.'s membership fee can only be proposed as an agenda item by the GMC at an AGM or an Extraordinary Meeting (see 10.1). The proposal has to be supported and adopted by a majority of members and then ratified before it becomes part of the Constitution.

Full Membership will be payable with the annual rental charge for allotment garden plots. 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 XYZ.A.S.'s GMC 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. There will only be one voting member eligible per plot. Only one Full (plot-holding) Member is allowed per household. Honorary 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.

XYZ.A.S. shall primarily consist of Allotment & Leisure Gardeners within the Xxxxxx Town/ Yzzzzz multiple village boundaries. Or of such other persons as the GMC may admit to membership and allow rent a garden plot for cultivation on one of its

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

allotment sites. Any plot cultivators who are accepted as a cultivator has to be a fully paid up Member of XYZ.A.S.

6.1 Member Types

There shall be five types of XYZ.A.S. members, as follows:-

6.1.1 Full (Plot-Holder) Members (1)

Full membership is only available to individuals who have accepted an offer to rent a garden plot from XYZ.A.S.. After the Tenancy Agreement is signed by both parties the garden plot-holder becomes a full member of XYZ.A.S.. Full Members have the right to vote at all XYZ.A.S. meetings that are open to all Members. Full Members can stand for election to the GMC at the AGM or any other meeting. There will only be one Full Member allowed per household. A full membership fee will be payable by the plot-holder annually to XYZ.A.S.. Plot Rent will be payable for their plot. Both Plot Rent and Membership Fee will be payable to the Annual Subscription to XYZ.A.S.. Part of the Full Membership fee will be payable to the Annual Society Subscription to the National Society of Allotment Gardeners Ltd. (NSALG).

6.1.2 Affiliate Members [Friends]

Affiliate membership is open to individuals who have an active involvement or has an interest in XYZ.A.S.. The fee is payable for Affiliate Membership at 50% of the Full Membership fee. Partners and helpers of plot holders will also be eligible for Affiliate Membership. It should be noted that Affiliate Members will not pay an Affiliate Members fee but will have no voting rights. Partners of Plot Holders will not be allowed to attend meetings unless they become Affiliate Members and have paid the Affiliate Membership fee. A person who has submitted a Plot Tenancy Application to XYZ.A.S.'s "Waiting List" for an allotment garden plot and has become an Affiliate Member and has to pay an annual Affiliate Membership fee as long as they remain on the list or until their aggregate annual annual 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. Affiliate Members are entitled to attend all meetings that are open to XYZ.A.S.'s Members. Affiliate Members can take part in discussions but can not vote at meetings. Affiliate Members will also receive all XYZ.A.S. circulars, newsletters, announcements and any other information that is generally circulated to plot-holding Members.

6.1.3 Group Members (3)

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

Group membership (e.g. schools etc.) can consist of group members under the age of sixteen. Group members under sixteen years of age will be supervised by a group leader over sixteen years of age. Groups to be represented by one individual - nominated or appointed by the organisation - at meetings of XYZ.A.S.. Group member representatives can not vote at any XYZ.A.S. meetings. Group members are not charged a membership fee.

6.1.4 *Support Members (4)*

National, international or local voluntary or non-profit making organisations, incorporated or unincorporated, deemed by the GMC to be interested in and conducive to furtherance of the work of XYZ.A.S.; such organisations to be represented at meetings of XYZ.A.S. by one individual - nominated or appointed - by the organisation concerned. Support Members representative cannot vote at any XYZ.A.S. meetings. Support Members are not charged a membership fee.

6.1.5 *Honorary Members (5)*

The GMC may invite any individual who has supported the Society in any way or given service to the organisation, to become an Honorary Member. It may be decided that Honorary Members will have no voting rights. Honorary Members may be granted voting rights and may become members of the Executive Committee. Honorary members are not charged a membership fee.

6.2 List Of Members

XYZ.A.S. GMC shall allocate an official membership list updated annually by its Treasurer. The list shall be entered in the following:

- (a) Name, postal address and telephone number of member
- (b) Date of membership (where appropriate)
- (c) Date of membership and renewal subscriptions.

Any member may change 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.

In the event of the death of a member, the GMC may agree to the transfer of 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.

6.3 Waiting List

6.3.1 The GMC shall maintain a list (a "waiting list") of the names of persons (who have OFFICIALLY applied for an allotment plot tenancy using the appropriate form, or via on-line application) within a designated site area.

6.3.2 Application forms will be made available for persons wishing to be put on the waiting list. Forms will be available from

➤ the Society's Secretary

➤ the Society's Treasurer

➤ the Society's web-site by means of PDF files

➤ completing an electronic form on-line

Applicants cannot be placed on the waiting list

6.3.3 The names of such persons shall be placed on the waiting list in the order in which they applied.

6.3.4 Persons who are already on the waiting list shall not be placed on the waiting list. Members of XYZ.A.S. who are already on the waiting list for a quarter plot and who wish to become tenants of a quarter plot shall, however, be admitted to the waiting list.

6.3.5 Persons who have been members of XYZ.A.S. and who have been removed from the waiting list for whatever reason under the rules laid down in the constitution shall not be admitted to the waiting list. However, in exceptional circumstances their close relatives or partners be admitted to the waiting list. In such cases where there are extenuating circumstances their application may be assessed by the GMC. The GMC's decision will be final in all matters.

6.3.6 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 not then be expected to pay any bond at the

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

commencement of their plot tenancy, as their accrued Affiliate Membership fee will have covered it.

6.4 Cessation of Membership

6.4.1 **Permanent Cessation.** A Member shall cease to be a Member in the following eventualities:

- ↪ 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 Constitution in accordance with the rules regarding disciplinary actions and expulsions

6.4.2 **Cessation by Delegation.** In the event of a Member being unable to continue cultivating his/ her allotment due to illness, injury or other like deteriorating health old age etc. The Member may apply to the GMC to have the plot assigned to a son or daughter, grandchild etc. Each application will be considered on its merits by the GMC. In most cases a written response can be expected. The delegated member must be a resident of the Society and to take over the tenancy agreement document.

6.5 Expulsion of Member

6.5.1 **Disciplinary** A Member repeatedly flouts either the rules of the Constitution of XYZ.A.S. or is in breach of the rules of the Society's plot tenancy agreement. The Member will be, in the first instance, made verbally aware of their wrong actions. Any executive member of the GMC may be asked to meet with the Member at the request of the GMC following a decision made by the GMC committee members. Or following a complaint to the GMC by *any* other Member - where attention is drawn to the actions of the erring member, and the GMC have discussed the situation.

If the conduct of the erring member is not corrected that member will be approached by two GMC executive members, one will again verbally draw attention to the problem, whilst the other witnesses the action. This meeting will be noted, (showing names, time, date and location) by the Society Secretary in the GMC's records.

Following two verbal warnings the GMC will next issue a written warning to the

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

member. 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.

6.5.2 **Procedure for Expulsion.** At a meeting of the GMC with an agenda item specifically drawing attention to a disciplinary matter for discussion the GMC may, (after discussing the matter with all members present, and arriving at a decision by a majority vote of the members present, and entitled to vote), expel any member for conduct detrimental to XYZ.A.S., 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.

6.5.3 **Serious Misconduct.** In cases of serious, blatant or premeditated disregard for XYZ.A.S.'s rules and regulations and following correct procedures for discipline, or reaction to the gross misconduct of a member - more especially if the misconduct has had a traumatic effect on another member then any GMC Officers (one of which must be the Chair) may expel the Member responsible for the misconduct. The Member shall be escorted from the site and will only be allowed back by appointment and then only to collect their belongings from the site. He/ she will be monitored at all times. This type of expulsion will remain in force until approved by all the members present at the next AGM of XYZ.A.S.. The GMC may expel any member who breaks the rules and does not abide by the Constitution in the case of serious misconduct that includes the illegal use of the grounds which includes the illegal use of the grounds for illegal substances contrary to the laws of the country. The expelled member will not have the right to appeal.

6.5.4 **Grounds for Expulsion.** The GMC shall have the right, for good cause, which includes non payment of any subscription, or failure to attend a meeting, to exclude an individual member from the grounds. It is provided that the individual member shall have the right to be heard by the GMC before a decision is made.

6.5.5 **Procedure for Appeal.** Following a decision to expel, the expelled member - who may consider themselves aggrieved by the action of the GMC - may appeal if he or she wishes. The expelled member will have 14 days to lodge an appeal with the Secretary. All appeals must be in writing (precluding email) giving 14 days notice. The expelled member will have a right to be heard at an EGM convened by the GMC. All members will be invited to attend. The EGM will only have one agenda

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

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 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.

6.6 Subscriptions, Membership Fees, Plot Rents & Bond

Members who are allocated a plot will be required to make an initial payment that will include, in advance:

- ↪ a Bond,
- ↪ their full plot-holding membership fee for one year in advance,
- ↪ their plot rent for a year in advance.

The amounts required are set by the GMC at an AGM on the basis of the Society Treasurer's recommendation of the Society's running costs for the previous year.

6.6.1 **Subscriptions.** Every member must pay a subscription of such amounts as the GMC determine covering plot rents and membership fees which are due on the first (1st) of May of each year or at a time decided by the GMC. A.S.'s permanent rent year start. The subscription is a regular annual payment that membership subscription usually comprises of the membership fee and the plot rent in advance for one year. It can be made in any form including Direct Debit. If payment is set-up on-line (e.g. PayPal or similar) then the additional transaction charge will be transferred to the member's nominal.

6.6.2 **Membership Fees.** The membership fee will be set by the GMC 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.

6.6.3 **Plot Rents.** The plot rent is for a twelve month period payable by the 1st of May of each year. **The plot rent will be for a standard full size plot of approx. 10 Rods square (10 Rods = 10 Perch or 10 Poles) 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

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

plots are made available they will be 5 Rods square. The rent for a half plot will be 60% of the cost of a full plot. On the rare occasion of a quarter plot being made available that will be 60% 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

6.6.4 **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 Society's waiting list. If a plot-holder vacates his/ her plot by handing in a notice to the GMC, and leaves the plot in a good $\frac{3}{4}$ cultivated and 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 next tenant. Plot-holders who fail to successfully negotiate the six month probation period will not have their bond returned.

6.6.5 **Mid Term Plot Allocation.** Members joining part way through a financial year will pay one twelfth for each month of the year with remaining in the current financial year for both months. The rent remaining in the current financial year for both months will be 60% of the full rent. The plot-holder will then pay his/ her share of the rent in May in each year. After that the plot-holder will be required to pay such annual subscription as determined by the AGM as part of the Treasurer's report and as an item on the agenda convening the meeting.

6.6.6 **Probation.** All new plot-holders will have a probationary period from the date of allotment for a period of six months. During their initial six months of tenancy the plot will be regularly monitored by the GMC members to ensure that the plot is being properly cultivated, weeded and furthermore that the plot-holder is growing vegetables and flowers as outlined in the Society's Tenancy Agreement and Constitution. Assistance will be freely given during this period to help new cultivators to learn and understand how to manage a plot. If a satisfactory reason is given for the lack of progress in the tenancy agreement being terminated – with the plot being offered to the next person on the waiting list will then be offered the plot. There is no appeal for individuals who fail to complete a satisfactory probation period.

6.6.7 **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 GMC via the GMC Secretary or Membership Secretary who could (as the case may be) also be the XYZ.A.S. Treasurer.

7. OFFICERS (inc. GMC Executive Members)

Only Full (plot-holding) Members of XYZ.A.S. shall be eligible to serve as Officers or Executive Members on the General Management Committee. Nominations for Officers and Executive Members of the GMC must be made in writing with the consent of the person nominated and given to the Secretary at least seven clear days before the AGM or an EGM, whichever may be the case. Each nomination has to be seconded. Nomination proposers and seconders must be Full (plot-holding) Members of XYZ.A.S. Members may not nominate or second themselves. In the event of competing nominations there shall be an election when the agenda item "Nominations & Election of Officers & Executive Members" is dealt with at the AGM. Other late nominations presented during the meeting will not be accepted at the AGM unless permission - due to a special reason - and then at the discretion of, and with the express consent of the Chair is given at the meeting.

The *primary* Officers of XYZ.A.S. shall be the Chair, Secretary and Treasurer. An Honorary Auditor and such other Executive "Officers" (e.g. Vice Chair, Secretary or Treasurer, or Membership Secretary etc.) may be elected as XYZ.A.S. shall be at any time, decide to see fit to nominate at the AGM. Executive Members (including Officers) shall hold that position until the conclusion of the AGM following their term which would normally be three years. They shall then be eligible for re-election. Provided that no Executive Member, shall hold any office for more than three consecutive years. On the expiry of six years in any office, that Executive Member shall be eligible for re-election. **The Chair, Secretary and Treasurer shall provide for the Society unless an Officer in one of those roles :**

- Voluntarily resigns
- Is expelled from the Society or GMC for reasons clearly stated in the minutes
- Engages in gross misconduct or misappropriates any funds of the Society
- Becomes too old to continue in his/her office or term or becomes too ill to continue in his/her office
- The Society sees fit to appoint another officer by mutual consent of the officer concerned
- An EGM has been convened because the majority of the membership has triggered it for the purpose of removing an officer for whatever reason specified, but strictly within the provisions of this Constitution.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

At which time nominations and elections for a new Officer may take place. The above does not apply to any Executive Member elected or co-opted to the GMC. All other Executive members or Vice Officers shall be appointed for a term of not less than three years and no more than six years consecutively. Nominations will be accepted as previously outlined above in this Constitution.

7.1 The duties of the Officers shall be as follows:-

7.1.1 **The Chairperson** - whose ruling on all matters (relating to the running of any meeting Chaired) must be accepted and obeyed by all concerned.

He/ She will:

- prepare all meeting agendas;
- Chair all GMC meetings and General Business Meetings including the AGM and EGM of XYZ.A.S.;
- represent XYZ.A.S. at meetings of any organisation where the Society is a member and on other occasions as may be required;
- check all secretarial reports (including minutes) and financial reports before they are presented at general meetings for members and before they are archived;
- manage and direct the operations of the Society in accordance with its Objects with the assistance of the Officers and other Executive members;
- Perform such other duties as may be required to provide an example to the members;
- and business the members may wish to transact;
- lead and endeavour to elicit the maximum consensus and agreement and thus minimise disharmony.
- Liaison with outside organisations and individuals as XYZ.A.S.'s official representative;
- be the correspondent for public, press and media contact.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- ↪ Call and Chair all meetings;
- ↪ hold only the Casting Vote. The Chair can not vote unless the vote is tied (with the exception of GMC and GB meetings 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 Society'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) has identical duties to those of the Chairperson when deputising.

7.1.2 The Secretary will:

- ↪ be responsible only to the GMC
- ↪ Always act in accordance with the Constitution or where an emergency arises, in consultation with the Chairperson and the GMC
- ↪ Deal with all correspondence promptly.
- ↪ Prepare agendas in consultation with the Chairperson
- ↪ Maintain and update Minute Book and Attendance Record.
- ↪ Be the point of contact in the affairs of the Society.
- ↪ Keep the Chairperson and Committee informed and up to date on all matters;
- ↪ attend and keep minutes (unless a Minutes Secretary is selected) of the GB meetings, GMC meetings, AG and EG meetings;
- ↪ give notice of meetings, ensure that members of XYZ.A.S. are given appropriate information;

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- ↪ manage all XYZ.A.S. correspondence, including all member correspondence;
- ↪ issue notices and correspond with members on behalf of XYZ.A.S. and
- ↪ represent the Society if requested by the Chair;

7.1.3 The Treasurer will:

- ↪ attend all member meetings of the Society and the GMC meetings;
- ↪ keep records of all the financial transactions of the Society;
- ↪ maintain the Register of Members and ensure that the Register may be shared with a Membership Secretary if the workload demands are such that a Membership Secretary is required);
- ↪ prepare accounts showing the financial position of the Society annually for presentation to the GMC and prepare accounts for presentation to the GMC;
- ↪ be responsible for the collection of all monies including plot rent and membership fees;
- ↪ be responsible for maintaining all bank accounts and for opening and closing bank and savings accounts on behalf of XYZ.A.S..
- ↪ Be responsible for the signing of all cheques and financial transactions of XYZ.A.S. together with either one of the other two Officers that will include the Chairperson and/ or the Secretary. Two signatures will be a minimum requirement on all cheques and
- ↪ the Treasurer will also represent the Society if requested by the Chair.

7.1.4 The Membership Secretary, is a position that relieves the burden on the Secretary and the Treasurer. It is usually a co-opted role that is decided on by the GMC (but only if a Membership Secretary is deemed to be a necessity). The time available to the Secretary and

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

8.2 Banking

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

8.3 Annual Accounts Format

If no other activity is envisaged then a simple Income and Expenditure account and a balance sheet will suffice. Or an equivalent computer spreadsheet record printout. In the event of other activities needing to be presented separately e.g. shows, trading, then a separate simple sub account will be introduced with agreement of the GMC.

8.6 Loans & Borrowing

Loans, borrowing or other credit arrangements will require a resolution at a GMC meeting or general meeting before any contractual transaction.

8.7 Reports to Committee

The Treasurer shall make a verbal report at each meeting of the GMC on income and liabilities up to the Friday before the meeting. The Treasurer shall also present the most recent bank statement. The Treasurer's report shall be recorded in the minutes.

8.8 Special Expenditure

When special projects are undertaken as far as possible and the Treasurer will advise the GMC of the expenditure.

8.9 Financial Advice

Where the Treasurer requires advice outside the normal experience, the Treasurer shall seek advice and advise the GMC.

8.10 Presentation of Accounts for Audit

The Treasurer shall submit the annual account on March the 20th each year and prepare income and expenditure statements and a balance sheet for presentation to the Honorary Auditor by the 2nd Monday in the following month.

The audited accounts shall be circulated as part of the agenda for the Society's AGM and signed by the Honorary Auditor and Treasurer.

8.11 Mid Term Vacancy

Where, for any reason, the Treasurer ceases to hold office the GMC will appoint an Acting Treasurer (or the Vice Treasurer – if the role is occupied – will automatically

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

occupy the post) and ask the Honorary Auditor to carry out an interim audit in preparation for the new Treasurer taking up office.

9. COMMITTEES

9.1 GENERAL MANAGEMENT COMMITTEE (GMC)

9.1.1 Description

Governance of the Society shall be vested in the **General Management Committee** (GMC). The GMC is the main committee that represents XYZ.A.S. It is responsible for monitoring and controlling the financial position of XYZ.A.S., its day to day running and decision making between General Business Meetings (GBM) and policy development.

The GMC shall consist of three Officers, Chair, Secretary & Treasurer these are the *primary* Officers. There may be up to five Executive Members or such number of members as determined at a General Business Meeting (GBM) or an Extraordinary General Meeting (EGM) or an AGM. The GMC shall consist of Vice Officers who will understand the bare minimum requirement is a Chair, Secretary & Treasurer. All GMC members must be fully paid up plot-holders.

9.1.2 Election

The GMC members of XYZ.A.S. at the AGM and will be elected at the AGM at which elected until the end of their term.

9.1.3 Terms

The Executive Members (including Vice Officers) of the GMC shall serve for a period of three years before re-election. Officers that is to say the Chair, Secretary & Treasurer, are allowed to be re-elected at an AGM in accordance with the provisions of Section 7 of this Constitution. In the case of XYZ.A.S. general membership wishing to change the GMC members and/ or Officers an EGM needs to be called in accordance with the rules laid down for EGM meetings in this Constitution. No Executive member of the Society's GMC shall serve more than two terms unless the general membership specifically endorse a proposal for a further period at an AGM or an EGM. Such proposal will only be allowed if there are no fresh nominations from among the members. If another nomination is made the incumbent Officer must step down after two terms. Members may be nominated

again after a period of one year out of office.

9.1.4 **Mid - Term Vacancies**

The GMC may fill any vacancy arising during the year. Members appointed will be full voting members of the committee and count towards a quorum.

9.1.5 **Co-option**

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

9.1.6 **Powers of G M Committee**

The GMC shall have full power to supervise and control the work of XYZ.A.S. and make decisions on behalf of the Society in accordance with the rules for the purpose of accomplishing the objects of the Constitution document. Major decisions may be referred to the GMC to require the agreement of the majority of the members. Decisions may be deferred to a General Business Meeting (GBM) or an AGM or EGM or a consensus may be reached. The decision to defer to a GBM must be arrived at at the previous meeting of the GMC.

9.1.7 **Attendance**

Any GMC member who fails to attend two meetings in any year for reasons not acceptable to the Committee, will cease to be a member of the Committee.

9.1.8 **Removal of a Member**

The GMC may remove any Officer or Executive Member/ Vice Officer from the Committee by a simple majority following an open discussion of the issues which includes the individual 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 GMC meeting.

9.1.9 **MEETINGS of the GMC**

a) *Frequency of meetings*

The GMC will formally meet at quarterly intervals or more frequently if required by decision of the Chair or a majority of the Committee. The GMC may discuss matters regularly in an informal environment as and

when the need arises such meetings will not count as official formal meetings.

b) *Quorum at Committee Meetings*

A quorum for meetings of the GMC shall be 4 or such other number as may be officially agreed and minuted at an AGM, EGM or GBM depending on whether there are extra committee Executive Members elected, selected or co-opted in addition to the Officers.

c) *Conduct of Meetings*

At all meetings of the GMC any matters arising that 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 or her vote as a member. In the absence of the Chairperson the Chairperson elected at the committee meeting shall act as Chairperson at the meeting, unless a Vice Chair has previously been elected to assist the Chair's work and to deputise.

d) *Emergency Actions*

The Chairperson and/either the Chairperson or any other member may take any executive emergency actions that are necessary and reasonable for the business to be decided upon at the next committee meeting. Details of the action will be reported at the next meeting of the GMC.

9.2 SUB-COMMITTEES

9.2.1 The GMC may, on the occasion dictates, create any sub-committee necessary for the purpose of accomplishing its objectives in section 4 (Aims and Objects) of this Constitution.

9.2.2 Any sub-committee shall be directly answerable to the GMC and its Chair. If the sub-committee Chair is different from the Chair of the GMC he/she will be responsible for assuring that the works set for the sub-committee are carried out properly and to the highest standard.

9.2.3 All sub-committees will be required to provide a report of their actions and accomplishments to the members at GBMs and the AGM.

10. MEETINGS (other than the GMC meetings)

XYZ.A.S. will have a programme of meetings in order to deal with its business and to involve its membership in its decisions, policy making, information distribution, changes and/ or additions or amendments to its Constitution, aims, guidelines and set

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

rules. The minimum requirement is as follows, this does not include GMC meetings which are dealt with under Section 8 para. 8.1.9 of this Constitution document.

10.1 General Business Meetings (GBM)

There will ideally be four GBMs convened for all members during the Society's year. This will depend on the amount of business the Society engages in during its activities. XYZ.A.S.'s year will run from March 21st.

A GBM will be called by the Chair. 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.

The quorum for a GBM shall be a quarter of the full membership (including all other types of membership). The quorum must include the Society Chair and other GMC members.

The purpose of the GBM is

- to bring the membership up to date on the work of XYZ.A.S. since the date of the last AGM;
- to allow the members to raise any grievances that can be addressed by the Society, to seek assistance or to query the business of the Society at the previous GBM;
- to discuss the Society's financial position and to inform the membership of the results of the audit;
- to discuss the Society's budget of proposed spending or other scheduled activities and to approve the budget; meetings or pending actions that need approval of the majority of members present when those actions need immediate support and cannot wait for an AGM;
- to obtain feedback and suggestions for progress from all members.
- To ratify decisions made by the GMC that need the support of the majority of members present at a convened GBM.
- To encourage co-operation and endorse the bond between members;
- to give the GMC an opportunity to report on all its quarterly activities to the full membership

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- ↪ to obtain a consensus of agreement on any actions that the GMC intend to carry out on behalf of the Society and it's members
- ↪ for the GMC to receive instructions from the members on what they want the GMC to do for them – all such instructions will be by the majority agreement of the membership

10.2 Annual General Meeting (AGM)

An Annual General Meeting, commonly referred to as an AGM, is a formal meeting which is held once a year. The Annual General Meetings shall be held at such times as the GMC or a GBM shall determine as soon after the audit of accounts is completed as is convenient.

The AGM will not be convened less that twelve months from the date of the previous meeting and will not be convened more than eighteen months from the date of the previous meeting.

The AGM will have a set Agenda that will be used for the AGM. The agenda is shown in Appendix I at the end of this Constitution. Any changes to the agenda will be agreed by consultation by the GMC with the Executive Members (where appropriate) of the GMC.

A quorum for an AGM will be a third of the total membership (including other membership types). The quorum must include the Chairperson, Secretary and Treasurer and no less than one Executive Member. The GMC must be present for the AGM to continue.

The purpose of the AGM is to:

- ↪ to hear the Chairperson's report from the GMC and the financial statements and work of XYZ.A.S. over the preceding year.
- ↪ to receive and approve the nominations for the election of Executive Members of the GMC – 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 GMC since the previous AGM.
- ↪ To review the Society's waiting list and to inform the membership of any additions or deletions.
- ↪ to report on the Society's spending and to inform the members of

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

proposed spending or other scheduled activity between meetings

- ↪ to obtain feedback and suggestions for progress from all members present.
- ↪ To give the GMC 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 Society's Constitution's Articles or the Society's General Membership Rules.
- ↪ For the GMC to receive instructions from the membership that they want the GMC to do for them – by the majority agreement of the membership.

10.3 Extraordinary General Meeting (EGM)

An EGM is a meeting of members of the Society called at a time other than the regular time. The term is usually used where the Society has an AGM, but where an issue arises which requires the immediate attention of the Society and is too serious or urgent to wait until the next AGM.

Members must be informed in advance that they may attend in a position where they can exercise their right of vote; otherwise any resolutions passed are subject to challenge on the grounds of urgent judgment; otherwise any resolutions passed are subject to challenge on the grounds of urgent judgment.

The quorum for an EGM is the same as that stipulated for an AGM.

An EGM does not have a multi item agenda – as do all other XYZ.A.S. meetings. It is called to deal with an emergency issue that can not wait for the next AGM or an AGM. It is often called to deal with a disciplinary matter. A specific meeting is needed to make an amendments or changes to this Constitution or to augment or amend an existing rule or regulation when that change cannot wait for the next AGM.

An EGM can be either requested by:

- ↪ The XYZ.A.S. membership. In such circumstances a written request signed by all members wishing to convene an EGM must be delivered to the Secretary at least 14 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 EGM 70% of the Full Plot-holding Membership must sign the meeting petition. The meeting subject material must be clearly shown and each individual member must personally sign the petition.



By a majority vote of the GMC after an Officer or an Executive Member on the GMC has put forward a motion to convene an EGM and that motion has been passed by a majority vote.

10.4 Meetings to Change Rules or Constitution Articles

Changes to the Constitution's Articles or the Society's General Membership Rules can only take place by a formal proposal or tabled motion at either an AGM or an EGM. At least 75% of all members present at the meeting must be in agreement and the proposal must then be carried by a threequarters majority of all members. The proposal must be put before all members who were not present at the EGM or AGM where the motion was carried and the overall consensus of all members must be met before any changes are ratified. A simple majority vote of all members votes (who were not present at the EGM or AGM) must be met or the votes can be collected by XYZ.A.S.'s on-line electronic voting system.

Changes to the Tenancy Agreement Conditions must be approved by the GMC. The changes cannot be implemented until all members have been consulted and are in agreement. Tenancy Agreement changes must be approved by all members present at a GBM or the changes can be approved by a simple majority vote using the electronic voting system. The decision which system to use will be decided by the GMC.

10.5 Meetings of Sub-committees

Sub-committees will be formed and sub-committee members. A sub-committee will be formed to carry out a specific role. As an example a site maintenance sub-committee will be formed to have oversight of the maintenance and upkeep of the allotments including, path maintenance, fence and gate repairs etc. Final decisions will be decided by the Sub-committee Chair. The sub-committee members will attend the GMC meetings and they will report directly to the GMC.

10.6 Conducting Rules for All Meetings

The time honoured procedures that are known to everyone will be observed at all formal meetings. All formal Society meetings will be conducted - without exception - in this manner:

10.6.1 GMC, EG, AG & GB meetings will be called by the Society Chair.

10.6.2 The agenda for each meeting will be set by the Chair in

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- consultation with the Secretary
- 10.6.3 The Secretary will arrange the time, date and venue for the meeting.
- 10.6.4 The Secretary will inform all members (usually by e-mail) of the meeting and will provide any necessary notes and the meeting agenda.
- 10.6.5 The Society's web-master will provide all the necessary information for the meeting on the Society's web-site
- 10.6.6 For meetings where the members can put forward agenda items or proposals or table motions, all those wishing to put these forward must send them to the Chair at least 14 days before the meeting is to be convened.
- 10.6.7 The Chairperson will open the meeting.
- 10.6.8 The Chair will be the sole person in charge of the meeting and will conduct it in strict keeping with the Society's Aims and Objectives.
- 10.6.9 All contributions from members must be directed through the Chair
- 10.6.10 Any member wishing to contribute will signal the Chair of his/her intention to contribute.
- 10.6.11 Members must conduct themselves in a friendly and civilised manner.
- 10.6.12 Members must not interrupt, disrupt, or abuse the Chair or other members by shouting down, arguing or verbal bullying.
- 10.6.13 Only discussions started except those initiated by the Chair shall be in accordance with the agenda
- 10.6.14 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.
- 10.6.15 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 GMC Executive Member.
- 10.6.16 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.

- 10.6.17 On-line voting is a method adopted by the Society and in cases where a vote needs to be expanded out to all members that method will be utilised.
- 10.6.18 The Chair's decision is final in all matters.
- 10.6.19 Any member who refuses to adhere to the decorum and rules for meetings will be asked to be silent by the Chair. Disruption will result in expulsion from the meeting.
- 10.6.20 Sub-committee meetings whilst small, will still be conducted by the sub-committee leader, will still be conducted by the sub-committee leader.
- 10.6.21 The sub-committee meeting will be conducted by the sub-committee leader and be shown the same respect as the main meeting by the Chair.

11. TENANCY

11.1 Allocation of Tenancy

The allocation of tenancy of an allotment plot shall be the responsibility of the GMC in accordance with the following rules in accordance with the following rules:

- 11.1.1 any vacant allotment shall be reallocated as soon as it becomes available;
- 11.1.2 where there are names on the waiting list, the tenancy of any available allotment shall be offered to the persons on that list in the strict date order of the list;
- 11.1.3 any member on the list who is an affiliate member in arrears will only be considered when his/ her affiliate membership fee is paid in full;
- 11.1.4 where there are no names on the waiting list, the GMC may allocate the tenancy of any available allotment in a manner which would, in their opinion, serve the best interests of XYZ.A.S. at the particular time;
- 11.1.5 a person who refuses 2 offers of an allotment shall go to the end of the waiting list.
- 11.1.6 The tenancy of an allotment will initially be allocated on a probationary trial basis for a period of six months. 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 GMC, the person concerned shall be required to vacate the allocated allotment forthwith. In that event, the person concerned will have no right of appeal under Condition 13 of the Plot Tenancy Conditions shown in Section 12 of this document.

11.1.7 The XYZ.A.S. Secretary (or Chair when appropriate) will sign the Tenancy Agreement on behalf of the Landlord (XYZ.A.S.). The main PRIMARY plot user will be the TENANT signatory. Tenancy Agreements can NOT be signed on behalf of the main plot user, a secondary or third party user.

11.1.8 Under special circumstances (e.g. illness, long term incapacity) the Tenancy may be transferred to another family member who is the primary plot user. This process can only be done with the consent by the GMC. "Other" family members must be a close relative as far removed as possible and must live in the same household.

11.2 Termination of Tenancy

The GMC may terminate the tenancy of a member who, in their opinion:-

- a) Breaches any of the conditions set out in XYZ.A.S.'s Tenancy Conditions;
- b) Breaches any condition laid down in this Constitution;
- c) Engages in any activity which is detrimental to the Society or to the general welfare of its members.

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 as to the person's right to appeal.

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.

12. PLOT TENANCY RULES and CONDITIONS

The following Rules and Conditions form the basis of all Tenancy Agreements between XYZ Allotment Society (Landlord) and its individual Members who are garden plot-holders (Tenant). References to a Landlord Paramount refers to the owner of the land who rents, leases or donates the land for allotment use to XYZ.A.S.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

These Rules and Conditions will be incorporated in all Tenancy Agreement Documents and will form a written part of that Agreement and will be the legal contract in force..

The Tenancy Rules and Conditions may from time to time be amended or changed as the GMC Executives see fit on behalf of XYZ.A.S.'s Members. Any changes will be approved by the members at an EGM called for that purpose or at the AGM. When an amendment or change occurs all garden plot-holders will be required to sign a new Tenancy Document containing any changes on expiry of their current Tenancy Agreement that may still be in force.

12.1 Plot TENANCY CONDITIONS

- 12.1.1 The rent shall be paid by the 1st of May in any year.
- 12.1.2 The LANDLORD shall cause the land to be used for growing vegetables, fruit crops and flowers for consumption by the TENANT and his /her family) and for no other purpose.
- 12.1.3 Any and all Tenants to be kept in a good state of cultivation and in a good well manured condition. At least one acre shall be cultivated at any one time.
- 12.1.4 The LANDLORD shall see to it that the TENANT shall not cause any nuisance or disturbance to any other occupier of any other Allotment Garden, or to the use of occupiers of the Allotment.
- 12.1.5 The TENANT shall not sublet, assign, or part with possession of the Allotment or of any part thereof without express written consent of the LANDLORD PARAMOUNT. The TENANT can share their plot with a helper but The TENANT is responsible for all activity by the helper/ plot-sharer.
- 12.1.6 The LANDLORD shall see to it that The TENANT shall not, without express written consent of the LANDLORD PARAMOUNT, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
- 12.1.7 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 Authority and, if required, that of the LANDLORD PARAMOUNT.
- 12.1.8 The landlord shall ensure that tenants shall be responsible for keeping the boundary fence, hedge or paths within the boundaries of the

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

allotments properly cut, trimmed or by any other necessary means properly maintained.

- 12.1.9 The LANDLORD shall see to it that The TENANT shall not use any barbed wire for a fence adjoining any path set out by The LANDLORD for the use of the occupiers of the Allotment Gardens.
- 12.1.10 The LANDLORD shall see to it that The TENANT shall not, without express written consent of The LANDLORD, erect any building on the Allotment Garden that exceeds the recommended sizes for allotment buildings as set out by the National Society of Allotment and Leisure Gardeners (NSALG) and which are within the limits of the NSALG without local authority building approval. The NSALG recommended sizes are: Plot-holder's shed twelve square metres. A polytunnel twelve square metres. A polytunnel thirty square metres. A polytunnel thirty square metres erected pursuant to **section 12 Allotment Act 1922** The TENANT shall be responsible for removal of any building at the expiry of the Tenancy. All building is subject to the approval of The LANDLORD out in any Agreement between The TENANT and The LANDLORD PARAMOUNT.
- 12.1.11 At any time, and from time to time, The LANDLORD will be entitled to enter the plot/plots occupied by The TENANT on the site.
- 12.1.12 The Tenancy of any Allotment Plot shall terminate whenever the Tenancy of The LANDLORD shall terminate, or whenever The TENANT fails to appear for not fewer than 40 days, or The TENANT fails to observe and/or carrying out the terms of the Tenancy.
- 12.1.13 The Tenancy of any Allotment Plot shall terminate if The TENANT fails to give The LANDLORD the months notice to quit will be given in writing to The LANDLORD.
- 12.1.14 The Tenancy may also be terminated by The LANDLORD, by the giving of twelve (12) 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. By virtue of **section 1 (1) (a) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.
- 12.1.15 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.

12.2 Plot TENANCY RULES

THE TENANT:

- 12.2.1 Agrees to conform to the following rules as part of his/ her agreement with XYZ.A.S.. Persistent and wilful disregard or the flaunting of any of the following rules will, if proven, result in immediate termination of the Tenancy by XYZ.A.S. whose decision shall be final.
- 12.2.2 Must pay the annual rent and any membership fees due in full and by the deadline. The rent is paid in advance and with no deduction, unless otherwise agreed with XYZ.A.S.
- 12.2.3 Agrees to abide by the terms of the XYZ.A.S. Constitution and its Rules of Society and any Regulations.
- 12.2.4 Agrees to abide by where appropriate the terms of any lease with any Landlord Paramount.
- 12.2.5 Must not assign, underlet or sublet any part of the allotment garden or any part of the Society.
- 12.2.6 To avoid confusion the number of the plot is clearly displayed on the plot.
- 12.2.7 Must notify the Society if contact details change. (Failure to do so is a breach of this agreement).
- 12.2.8 Must attend Society meetings where possible
- 12.2.9 Allotments are for leisure and personal use only. Tenants must not sell any produce from their plots (unless for the benefit of the community or the Society) nor use them for any illegal or immoral purpose.
- 12.2.10 Must only allow family and those specifically invited by the tenant on to the allotments site.
- 12.2.11 Will 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.
- 12.2.12 Understands that any nuisance, annoyance or harassment (relating to race, gender, disability, age, sexual orientation, religion or other matter) to any Tenant, if proven, will result in immediate termination of the Tenancy by XYZ.A.S. whose decision shall be final.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

- 12.2.13 Will NOT allow children to play, or walk, on other people's allotments without their permission. No child under the age of 11 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.
- 12.2.14 Understands that XYZ.A.S. 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.
- 12.2.15 Understands that a Tenancy Agreement is offered for 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 GMC, the Tenant may be required to vacate the allocated allotment. The Tenant or the person concerned will have no right of appeal.
- 12.2.16 Agrees that any case or dispute involving any other Tenant on the allotment site will be referred to the Society's GMC and their decision will be final.
- 12.2.17 Is made aware that the Society has public liability insurance covering all tenants and that in any dispute a common sense must prevail and tenants have a duty to be considerate and mindful of themselves, fellow tenants and the wider community.

12.3 Site Maintenance

- 12.3.1 **Paths** should not be obstructed or damaged. The Tenant must not cause or permit any obstruction to the occupier of any other allotment garden, nor encroach on any path or access roadway set out by the Society for the use of the occupiers of the allotment gardens.
- 12.3.2 The **weeding and the maintenance of your half of any shared paths** is your responsibility. You are also responsible for the upkeep of any communal/ public paths that border your plot.
- 12.3.3 **Composting** is encouraged – in bins on individual plots or in a communal heap.
- 12.3.4 **Your plot MUST be kept weed free** (wherever possible) and well cultivated. All plots occupied by the 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.
- 12.3.5 **Weeds** should be composted where possible or taken away along with any other rubbish by the plot holder and disposed of safely. The

Society encourages recycling wherever possible.

- 12.3.6 **Fruit trees** are only allowed providing they are 'dwarfing' varieties. Please consider the eventual height/spread of what you are planting 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)
- 12.3.7 **Huts and structures** such as greenhouses, sheds, polytunnels or hen houses are allowed as long as they do not cause a nuisance to any other plot holders, for example blocking paths or structures allowed on a plot will conform to the general guidelines provided by the National Society of Allotment & Leisure Gardening (NSALG). These recommendations are: Plot-holder's house. Greenhouse 15 square metres. Polytunnels. Written permission for construction must be sought from the General Management Committee for structures in accordance with this guideline. They must be well maintained. They must also be in charge of their own maintenance. XYZ.A.S. is not responsible for any loss or damage to structures or its contents. Tenants are responsible for their own structures in this respect
- 12.3.8 **Gates to the allotment** must be kept **at all times and locked** (where appropriate) and must not be changed, substituted or tampered with. No one is allowed to change a lock, or to add an unauthorised lock to any gates.
- 12.3.9 **Use of herbicides and other toxic herbicide and pesticide** is not allowed. The use of such methods could result in the loss of a plot-holder's membership of XYZ.A.S. All organic methods are acceptable.
- 12.3.10 **Keeping of bees.** The Society has no objection to the keeping of honey bees on the allotments (for the allotment holders own use only), but no other livestock. They must be well looked after, kept clean and not cause a nuisance to any other plot holders. This is wholly reliant on the Landlord Paramount giving individual permission for such activity. Written permission must be sought from XYZ.A.S. to keep poultry or beehives on the Tenant's allotment plot. Permission will then be sought from the Landlord Paramount on the tenant's behalf.
- 12.3.11 **Dogs** must be kept on a lead whilst on site and all fouling cleared up and removed (**NB** dog or cat faeces should **NOT be composted**).
- 12.3.12 **Bonfires** are **NOT** allowed on individual plots. Any fires must be contained within the communal area set aside for burning material that

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

cannot be composted. You must not light any bonfires at inappropriate times or cause smoke or nuisance from bonfires to interfere with neighbouring plot holders or other neighbours.

12.3.13 **Hosepipes** or sprinklers are not encouraged except to fill water containers. Plot holders are encouraged to use water conserving measures on their plots as much as possible.

12.3.14 **Small Wildlife Ponds** are allowed, but only after written consent has been given by the Society's GMC after receiving a request accompanied by a detailed plan of what is intended. Ponds also need to be approved by the Landlord Paramount – where applicable.

12.3.15 **Do not build** anything on your plot that cannot be removed for the next tenant if they do not want them e.g. concrete or tarmac.

12.3.16 **Flammable fuels** used for gardening must be stored or kept on site overnight.

12.4 Expiry of Tenancy

The tenancy will expire on the date specified in the Tenancy Agreement and may also be determined in any of the following circumstances:

- a) By either party giving the other one month's previous notice in writing.
- b) By re-letting the plot, giving one month's previous notice in writing.
- c) If the Tenant is in arrears for not less than forty days whether or not.
- d) If it is determined by XYZ.A.S.'s GMC that there has been any breach of the conditions or agreements contained within this document on the part of the Tenant and at least three months have elapsed since the commencement of the Tenancy.

12.5 Rent Review

12.5.1 The rent hereby reserved may be varied by XYZ.A.S. giving notice to the tenant 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.

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

12.6 Notices

- 12.6.1 ANY notice required to be given by XYZ.A.S. to the Tenant may be signed on behalf of XYZ.A.S. by the Chairperson and Secretary of XYZ.A.S. GMC or other authorized agent for the time being and may be served on the Tenant either personally or by posting, by recorded mail, to the last known place of abode of the Tenant.
- 12.6.2 ANY notice required to be given by the Tenant will be sufficiently given if signed by the Tenant and sent in a pre-paid post letter to the Secretary of XYZ.A.S. or other authorized agent of XYZ.A.S.

13. DISSOLUTION OF THE SOCIETY

The Society may at any time be dissolved by a majority of the members, testified by their signatures to an instrument of dissolution which will clearly set out what is to happen to the assets of the Society after payment of expenses. Cash may be lodged with the Secretary of Allotment and Leisure Gardeners H/Q office and held for the benefit of the successor Society.

14. COPIES OF THE CONSTITUTION

A copy of the Constitution and the Member Rules also called "Rules of the Society") shall be provided by the Secretary to every member on joining and on demand by any member for a downloaded file for permanent retention, but the Society shall not be liable for any money decided from time to time by the GMC in relation to the Constitution. The GMC shall provide the Secretary with a copy of said document for this purpose. the Constitution document shall also be available on-line (to registered members only, using an allocated log-in and password)

15. OTHER DOCUMENTS

In addition to a full copy of the Constitution, XYZ.A.S. will also make separately available on-line, the Members Hand-book that will contain the Rules of the Society (which are incorporated into the Constitution document), a sample Tenancy Agreement document and any other official documents including meeting agendas and minutes of XYZ.A.S. meetings - as and when the GMC sees fit to release.

15.1 Member's Hand-book

Every plot-holder who takes up a plot tenancy from XYZ.A.S. will be given a "Member's Hand-book" on entry to the Society. All contact details and relevant information regarding the general Rules & Conditions of XYZ.A.S. 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

Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules

of this Constitution document, but can NOT be used under any circumstances, either as an alternative reference, or as a substitute to the main Constitution document.

15.2 Downloads

Full packs of documents will be made available for download by the public; those documents will be specimens and marked as such to prevent plagiarism or copyright infringement/ theft.

15.3 Templates

As stated in it's Mission Statement and Aims and Object it's intention to help promote other similar bodies to it's own and encourage the spread of allotment gardening generally. To this end the official documents, (for adaptation by other individuals, associations or societies), will be made available for download that will be set from time to time by the GMC.

16. AMENDMENTS to THE CONSTITUTION

16.1 The articles and other contents of this Constitution can only be amended, altered, added or deleted by the GMC.

16.2 All of the actions taken by the GMC under the general term "amendments" for wording corrections to this document. This Constitution can only be amended at an EGM called especially for that purpose. The rules that apply to the calling of an EGM will apply to amendments.

16.3 The Constitution can not be amended at any other meeting, whether or not members are present at that meeting or not.

16.4 Any Full Plot holding member can put forward a proposal for an amendment at the start of a meeting and in the correct manner before an AGM. The proposal must have a proposer and a seconder who are both Full Plot-holding members of XYZ.A.S.

16.5 All proposals will be discussed at the AGM. A vote will be taken and at least three-quarters of the members present must vote in favour of the amendment before it can be adopted at the meeting and then ratified by the GMC.

Appendix I

Annual General Meeting Example Format

AGENDA

1. **Chairman's Welcome** and Opening Address.
2. **Members Present.** Apologies Received for Absence.
3. **Minutes** of the last AGM.
4. **Matters Arising** from previous AGM minutes including correspondence.
5. **Committee & Member Proposals** for (received before _ _ _ _ AGM).
6. **Chairman's Report.**
7. **Secretary's Report.** Including Voting List.
8. **Treasurer's Report.**
9. **Officer Nominations** and Committee (where appropriate).
10. **Transfer of new Committee Officers** (if used)

Notes

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Cymdeithas Rhandiroedd Dyffryn Aeron/ XYZ Allotment Society
CONSTITUTION inc. Aims, Guidelines & Set Rules



FOOTNOTE

This CONSTITUTION was first put forward for consultation and approval by members of the General Management Committee of The XYZ Allotment Society on:

CONSTITUTION Draft 1 accepted by the GMC on:

CONSTITUTION first circulated for consultation by all XYZ A.S. on:

Final draft prepared by:

Final draft proposed by the Chair for final approval at the AGM meeting of XYZ.A.S. on:

This copy of The CONSTITUTION was first presented, adopted and ratified by all members of XYZ.A.S. at an EGM of XYZ.A.S. on:

Unless any change is made in the future, this copy of the XYZ Allotment Society Constitution Document for XYZ.A.S..

A copy of the Constitution is available from XYZ.A.S. Secretary for all members to view at any time. Personal books may be purchased for £5.00 per copy (or at a different rate as decided by the GMC from time to time). Copies may be downloaded at any time, as a PDF file from the members' area of the Society's official web-site at:

www.xyz-allotments.org.uk

