

# Constitution of the **XXXX** Allotment Society

## 1. Name

The name of the Group shall be **XXXXXXXXX**, hereinafter referred to as the Group.

## 2. Aims

The aims of the Group shall be:

- a) to promote the interests of the Members of the Group and the wider Community with regard to the proper cultivation, good management and enjoyment of the land owned by and leased from **xxxxxx**, hereinafter referred to as the 'site'.
- b) to maintain and improve the site and facilities as may be required.
- c) to encourage residents from **xxxxxx** and the surrounding area to become involved in community food growing and provide an opportunity for local youth and young children living locally or attending local schools and nurseries, to actively participate in horticultural activities.
- d) to be benevolent and charitable in nature and non-profit making. Members of the Group will work on a voluntary basis for the well being of the Group and shall not profit financially in anyway as a result of their work for the Group.

In pursuit of the above aims, the Group will

1. support a culture of equality and respect for all involved in looking after the site and working the allotment plots as well as visiting the site.
2. promote and encourage environmental responsibility and ecologically sustainable practices where ever possible in caring for the site.
3. take reasonable measures to protect Members and the site against damage, trespass and theft.
4. engage and where possible co-operate with any other organisation [s], to further the interests of allotment holders and / or community leisure gardeners.
5. take out a lease with **xxxxxxxxx** or its successors in the name of the Group to enable the site to be cultivated and cared for in the manner described herein.
6. set such local rules and regulations that may be needed to operate the site in a safe and sustainable manner.
7. manage the site through a Management Committee which shall be elected by the membership annually at a general meeting open to all members.

## 3. Membership

Membership of the Group shall be open to any individual over the age of 16 who lives in

xxxxxxx and those individuals who have an interest in the well being of the xxxxxxxx Community. To become a member of the Group, a membership application form will need to be completed and submitted to the Group's Management Committee for acceptance on behalf of the Group.

#### **4. Membership Subscriptions / Plot Rental Fees**

Every member shall pay an annual subscription of such a sum as may be determined by a General Meeting of Members. Subscriptions will be payable annually in advance.

Members wishing to take on an area of the site to use as an individual Allotment Plot may do so by applying to the Management Committee subject to there being vacant plots available and on payment of an annual plot rental fee as determined by a General Meeting of Members. This fee shall be payable on top of their annual membership subscription. The Management Committee shall maintain a waiting list of Members waiting for plots which shall be open to inspection by all members as required.

#### **5. Voting Rights**

Every Member of the Group, regardless of whether or not they are an individual plot holder, shall be entitled to a single vote on all matters affecting the Group.

#### **6. Management Committee**

The affairs of the Group shall be conducted by a Committee of Management consisting of not less than four elected officers and up to five elected general members, each of whom may serve as a Trustee for the Group, as provided for by any lease between the Group and xxxxxxxx or its successors. All of the Committee and other officers shall retire at the Annual General Meeting but shall be eligible for re-election. Unless otherwise determined, a quorum at Committee meetings shall be not less than 4 members, of whom one must be an officer. Casual vacancies may be filled by the Committee as required and the member so appointed shall hold office until the following Annual General Meeting.

#### **7. Officers of the Group**

The Officers of the Group shall be a Chairperson, Vice Chairperson, Treasurer and Secretary.

#### **8. General Meetings**

The Annual General Meeting will take place not more than three months after the end of the Group's financial year and shall receive reports from the Chairperson, the Secretary and the Treasurer along with the authorised accounts for the Group for the preceding year. The Management Committee will also then be elected for the year ahead.

The Annual General Meeting and any other General Meetings called, shall be held at

such times as the Committee or a General Meeting may determine, with at least 14 days written notice being given. A minimum of twelve members shall form a quorum [or 50% of the membership if this is a lesser number], and matters determined by a one member one vote of the membership attending. In the case of equal voting the Chairman shall have a casting vote. Special General Meetings may be called at the request of at least 25% of members giving in writing details of the matter to be discussed.

Voting at all meetings shall be on the basis of one vote per member - irrespective of the number of plots cultivated, or the number of people sharing a plot.

## **9. Discussion at Meetings**

No party political or sectarian discussions shall be raised or resolutions proposed either at any Committee or General Meeting of the Group.

## **10. Expulsion of Members**

A General Meeting may, by a vote of two-thirds of the members present and entitled to vote, expel any member for conduct detrimental to the Group, 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 member concerned shall have the right to attend the meeting at which their expulsion is to be discussed so as to present their case.

## **11. Funds**

The Committee shall open a banking account in the name of the Group with such a bank as the Committee may select with at least two signatories being required for each cheque or transaction involving the Group's funds held within the account. The signatories shall be nominated by the Committee from the elected officers of the Group and shall not be related.

All monies, be they subscriptions, rents, grants or donations received from any source on behalf of the Group shall be paid into such an account. Records and accounts of all transactions shall be kept by the Treasurer and shall be available for inspection by the members.

The financial year of the Group will run from 1<sup>st</sup> January to 31<sup>st</sup> December each year.

## **12. Audit of Accounts**

The membership of the Group shall appoint an independent person with suitable financial expertise and with no links to the Group to check the accounts of the Group as prepared by the Treasurer and submit a report to the Annual General Meeting of their findings.

**13. Amendments to the Constitution**

The terms outlined in this Constitution may only be amended by resolution of a three-fourths majority of members attending and entitled to vote at an Annual General Meeting or Special General Meeting called for that purpose. However no change to the Constitution will be allowed which seeks to alter the Aims of the Group as detailed at clause 2a to 2d inclusive, nor to this clause or clause (14) dealing with the procedure to be followed with respect to the dissolution of the Group

**14. Dissolution of the Group**

The Group may at any time be dissolved by consent of three-fourths of the members, testified by their signatures to an instrument of dissolution. Instructions for dissolution will clearly set out what is to happen to any assets and residual cash after payment of expenses. Any assets held by the Group at the time of its dissolution may be held against any reformation of a successor Group, or be donated to any other Group or Group having similar objectives for furtherance of its own work.

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**Adoption of Constitution**

This Constitution was adopted by Members at the inaugural meeting of the Group called for this purpose held at **xxxxxxxxx on xxxxxxxxxxxxxxxx.**

Signed by the Chairperson \_\_\_\_\_

And witnessed by three Members;

(SIGNED) \_\_\_\_\_ Name \_\_\_\_\_

&

(SIGNED) \_\_\_\_\_ Name \_\_\_\_\_

&

(SIGNED) \_\_\_\_\_ Name \_\_\_\_\_