

1. Name

The name of the Association shall be Pen Selwood Allotment Association (“Association”)

2. Official Communications

Shall normally be received and signed on behalf of the Association by the Secretary or in the absence of the Secretary by the Chairman or Treasurer.

3. Aim of Association

To assist all members in the pursuit of allotment gardening as a recreation

4. Objects

- (a) To provide a forum for the mutual cooperation of residents of Pen Selwood for the running of allotments.
- (b) To actively cooperate with groups and organisations with a view to increasing the provision of allotments and improving standards and facilities
- (c) To establish a working relationship with Pen Selwood Parish Council (“Council”) as landlords 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
- (d) To administer any distribution service, communal maintenance machinery and equipment including a seed scheme for members.
- (e) To help new gardeners on the site in whatever way is appropriate including providing where possible introduction to a nearby experienced gardener with the view to special help during early months of tenancy.

5. Powers

The Association shall have full power to do all things necessary or expedient for the accomplishment of its objects. No sectarian or party political questions shall be introduced into any meeting and no action of the Association shall be directed towards the propagation of political or religious doctrines, racial or gender discrimination or take part in any political party or religious denominational activities.

USE OF NAME

6. Use of Name

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

8. Subscriptions

Members will be required to pay such annual subscription as may be determined by the Treasurer’s report and be included in the agenda for the next meeting. A member joining part way through a financial year will pay one twelfth for each month in the current financial year

9. Cessation of Membership

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

- (a) The member’s death
- (b) The member’s resignation
- (c) The non payment of the annual subscription 14 days after a demand in writing is made and overdue
- (d) The expulsion of a member under Rule 10
- (e) Failure to remedy any breach of the undertakings in Rule 11 within the period of 14 days after drawing the Member’s attention in writing to such breach
- (f) his Tenancy Agreement is terminated

10. Expulsion of members

A General Meeting may, by a vote of two thirds of the members present a quorum, expel any member who has conducted himself in a manner which is detrimental to the Association, provided that a notice which it is intended to expel, is sent to the member at the address entered in the Register of Members at least one month prior to the date of the meeting.

CONDUCT OF MEMBERS

11. Each member undertakes to

- (a) Pay within 14 days rent demanded by the Committee on behalf of the Association
- (b) Pay within 14 days an amount demanded by the Committee for the use of water supply and agreed in a general meeting of Members.
- (c) not to use water sprinklers on the allotments
- (d) not to use hose pipes unless otherwise agreed by a vote of the members present and entitled to vote in a general meeting
- (e) not to waste water from the shared water supply
- (f) to cooperate reasonably with other Members on the shared water supply and in particular not to use the supply for more than 30 minutes if

administrative burden of running the allotment sites; to this end the Committee (on behalf of the Association) shall

(a) On the advice of the Council of the rent for the forthcoming 12 months, collect that rent on behalf of the Council and pay over the sums collected on a timetable to be agreed;

(b) Shall administer the signing of new tenancy agreements for the whole or part of each plot in a form required by the Council and advise the Council accordingly

(c) Maintain a list of individuals interested in taking on an allotment

(d) Advertise vacancies of allotments and otherwise use reasonable endeavours to let vacant plots.

(e) Ensure that the undertakings in Rule 11 are met or remedied as allowed in Rule 9e and if not enforce the cessation of Membership in accordance with Rule 9e.

(f) Ensure that the conditions in each Tenancy Agreement with the Council are met or remedied as allowed in that agreement and if not ask the Council to terminate the Tenancy Agreement.

(g) Maintain a special fund by collecting, raising by other means or setting aside existing funds £5 per annum per full allotment of about 1600 square foot of land rented solely for the purpose of making a contribution if requested by the Council towards the cost of

a. reinstating of the track along the bridle way in the event of its deterioration and that the Council is required to pay a fair proportion of the cost of reinstatement.

b. fencing and maintaining the allotments in stock proof condition

c. removing the fence and reinstate the land to permanent pasture including re-seeding with grass seed to be approved by the Council, in the event of the closure or partial closure of the allotment site.

If the fund amounts to more than £500, then no payments shall be required under this sub clause

13. The Association shall determine in General Meeting an appropriate amount and means of collecting money for the water supply, except that it shall be assumed that each allotment shall bear the same share of the total cost of the water and that where a Member is tenant of only part of an allotment, that Member shall bear a proportionate share.

15. If any Member has employees or volunteers employed by that Member shall be solely responsible for any liability in respect of cl

GOVERNANCE AND DAY TO DAY MANAGEMENT

16. Governance of the Association shall be vested in the General Meeting

17. Day to Day Management shall be delegated to the Committee

LIST OF MEMBERS

18. List of Members

The Secretary shall keep an alphabetical membership list in which shall be a telephone number of member, date of joining and leaving and date of receipt of subscription.

Any member may see the entry in respect of themselves recorded in the list in their own interest must notify any change of address to the Secretary.

COMMITTEE AND OFFICERS

19. Committee

The Committee must be members of the Association and shall consist of a Chairman and other members as may be determined at a General Meeting.

20. Election

The Committee will be elected from members of the Association at the Annual General Meeting at the end of the Annual General Meeting at which elected until the next General Meeting.

21. Co option

The Committee may co-opt any member to the Committee to assist in its work. Such member will be non voting and not count towards a quorum.

22. Attendances

Any Committee member, who has failed to attend two meetings in any year of the Committee, will cease to be a Committee member.

23. Removal from Committee

A quorum for meetings of Committee shall be 3 or such other number as may be agreed at a General Meeting.

26. Emergency Actions

The Chairman and/either the Secretary or Treasurer may take any executive emergency actions required where it is not practicable for the business to be decided upon at a regular or special committee meeting. Details of the action will be reported and recorded at the next meeting of the Committee.

27. Conduct of Meetings

At all meetings of the Committee every question shall be decided by a majority of votes and if the votes are equal the Chairman shall have a casting vote in addition to his/her vote as a member. In the absence of the Chairman, an acting Chairman elected at the committee meeting shall preside for that meeting.

FINANCE

28. Financial Records

The Treasurer will keep in date order a record of all income and expenditure related to the Association's financial transactions and all expenditure must be supported by a supplier's receipt or appropriate voucher which shows the date of expenditure, the total amount and the purpose for which payment was made. Receipts for membership fee income will be given, recording the date paid, the amount of the membership fee e.g. to 31st December 200X, and the name of the member. This receipt will be given to the member.

29. Banking

The Treasurer shall open a cheque book account with a bank or building Association in the name of the Association. Payments by cheque shall require any 2 authorised signatories; the Chairman, Secretary, Treasurer shall be authorised signatories.

30. Annual Accounts Format

The Annual Accounts of the Association shall be formatted as though it was a registered charity.

31. Loans & Borrowing

Loans, borrowing or other credit arrangements will require a specific decision at a general meeting of members before any contractual transaction is entered into.

32. Reports to Committee

The Treasurer shall make a verbal report at each meeting on income and expenditure and liabilities to a recent date before the meeting, and make available at the meeting the most recent bank statement. The Treasurer shall also provide a written report to the Committee at each meeting.

Independent Examination shall be dispensed with.

EXAMINER

34. Appointment of Examiner

The Examiner or Examiners shall be appointed at each Annual General Meeting the close of the following Annual General Meeting.

35. Qualifications

The Examiner must not be an officer of the Association or a member of the person, member or not who has agreed to carry out the duty may be nominated at the Annual General Meeting.

EXAMINATION OF ACCOUNTS

36. Examination Procedure

The Examiner shall receive the draft accounts and accounting records for the Association's end of the financial year and will examine them and report to the Association.

Duration of time with my examination, no matter has come to my attention: (1) which gives me reasonable cause to believe that in any material respect it is not correct; (2) to keep accounting records in accordance with these rules; and (3) to prepare financial statements which accord with the accounting records; (2) to which, in my opinion, attention should be drawn in order to enable the accounts to be reached.'

37. Approval of Examined Accounts

The Annual General Meeting will consider the annual accounts presented to it. The Examiner may raise at the Annual General Meeting any financial matters which are in his opinion of importance to the Association.

38. Availability of Examined Accounts

Any member has the right to request a copy of the adopted examined accounts will provide a copy within 2 weeks of the request.

39. Parish Council

The Treasurer shall within 28 days of the approval of the accounts at an Annual General Meeting provide a copy of these accounts to the Chairman of the Council.

be convened by Committee within 4 weeks of receipt of request. Should the Secretary fail to convene the meeting the members signing the requisition may convene such meeting by giving such notice themselves

42. Notice of General Meeting

At least seven days notice in writing shall be given of every General Meeting, stating the business to be transacted at such meeting. The notice shall be sent to every member at the address entered in the list of members and no other business than that stated in the notice shall be transacted at such meeting.

43. Agenda Items

Agenda items must be notified in writing to the Secretary 14 days prior to the meeting.

44. Notices of Motions

Motion or motions must be notified in writing to the Secretary 14 days prior to the meeting signed by the proposer(s) and seconder(s).

45. Changes in Rules

Changes in rules must be notified in writing to the Secretary 14 days prior to the meeting signed by proposer(s) and seconder(s).

46. Voting at General Meetings

Every member present at a General Meeting and not otherwise disqualified shall have one vote and where the votes cast in any matter are equal then the Chairman shall have the casting vote in addition to his/her vote as member. Members who are not allotment tenants shall not have the right to vote on questions affecting allotment tenant members only.

47. Presiding Officer at General Meetings

At all General Meetings a chairman elected at the meeting shall preside.

48. Quorum at General Meetings

A quorum at General Meetings shall consist of four members and at a meeting adjourned for lack of a quorum three members.

49. Discussions at Meetings

No political or sectarian issue shall be raised or discussed at General Meetings.

DISPUTES

50. Arbitration

In case any dispute arises between the Association or any of its officers and any member or persons

51. Dissolution

The Association may at any time be dissolved by consent of three fourths their signatures to an instrument of dissolution. Instructions for dissolution happens to be

COPIES OF RULES

52. Copies of Rules

A copy of the rules of the Association shall be delivered free by the Secretary

AMENDMENTS OF RULES

53. Mode for Amending Rules

The rules may be amended by resolution of a three fourths majority of those called for that purpose.

Any change in rules must be approved by the Council before it becomes effective

ADOPTED AT THE INAUGURAL MEETING OF THE ASSOCIATION ON 13TH APRIL

SIGNED BY JACKIE COLLINS AS CHAIRMAN OF THE MEETING