

BETHNALL DRIVE ALLOTMENT SOCIETY

CONSTITUTION

1. NAME: The name of the society shall be “Bethnall Drive Allotment Society”

2. AIMS & OBJECTIVES:

- a) To defend and promote all members’ legitimate interests and activities in the field of allotment gardening.
- b) To work with the City Council to manage the allotments effectively and fairly, and to maintain and improve site facilities.
- c) To provide a facility for all members to purchase horticultural supplies at minimum cost.
- d) To provide support, mentoring and advice (if requested) particularly for new members.
- e) To encourage biodiversity and gardening methods which do not harm the environment generally, and actively promote healthy and safe surroundings for members and their families.
- f) To develop links with groups and organisations with common interest locally and nationally.

3. MEMBERSHIP:

- a) Membership of the Society is open to all individuals and organisations sharing the above Aims and Objectives, subject to the approval of the Committee.
- b) Only members who are also plot-holders at Bethnall Drive Allotment, and have agreed to abide by the Society’s ‘**Rules and Guiding Principles**’ (see addendum), are entitled to vote. However, a member may nominate a proxy (who may be the member’s partner) to vote for the individual member.
- c) Membership subscriptions shall become due in October and in accordance with the Manchester City Council Tenancy Agreement. Half rent can be charged after June. Membership shall cease if the annual subscription is more than 40 days overdue, or on the death, resignation, or expulsion of an individual member.
- d) An up-to-date ‘Register of Members’ shall be kept by the Secretary, containing current addresses and telephone numbers, which members must provide.
- e) Members will endeavour where appropriate to help the society support community groups and help the Society promote any ideas or projects recommended to the Society by members.
- f) Plots will become vacant on 1st November if rent and MCC tenancy agreement (completed by tenant and signed by tenant and BDAS officer) is not received on or before 31st October
- g) All vacant plots will be immediately reallocated to those on the waiting on the waiting list.
- h) Rent is to be paid by cheque or cash only

- i) 2 copies of MCC tenancy agreement will be provided by BDAS to all tenants
- j) Carpet is not to be used on site for any purposes

1. MEETINGS:

- a) Annual General Meeting (**AGM**): To be held between 1 April and 31 May each year, after at least 28 days notice to all members, to receive audited accounts, and reports by Officers and Committee, to elect new Officers and Committee, and to consider any other matters relevant to an annual meeting.
- b) Extra-ordinary General Meeting (**EGM**): May be held within 28 days of a request in writing from at least 5 voting members, to the Committee, who may also call such a meeting with 28 days notice to members if they deem it necessary.
- c) The quorum for all General meetings shall be 10% of members entitled to vote. Other members may attend the meetings and speak. The Chairperson shall have a casting vote.

2. OFFICERS & COMMITTEE:

- a) The voting members present at the AGM shall elect a Chairperson, Secretary, and Treasurer as officers of the Society, plus up to five other members, to form a Management Committee, and shall also appoint an auditor, who must not be a Committee member.
- b) All officers and committee members shall relinquish office each year, but be eligible for re-election.
- c) The Committee shall have the power to co-opt further members, in the event of vacancies arising or special circumstance, and to appoint sub-committees and two Site Officers as necessary.
- d) After election, the officers shall carry out the business of the Society, subject to the approval of the Committee, which shall meet to discuss business at least four times a year, with a quorum of three.
- e) Minutes of all meetings shall be kept, and be available for scrutiny by any member.

3. FINANCE:

- a) The Society shall have an appropriate bank account, payment from which must be authorised by the Treasurer and one of the two co-signers
- b) Payments to the Society should only be taken by the Secretary, Treasurer or Site Officers, and a record shall be kept of all monies so received.
- c) The Treasurer shall prepare a brief summary of the Society's finances for each Committee meeting, and a detailed, audited, annual Statement of Accounts for the AGM.
- d) Any substantial or accumulated surplus of income over expenses shall be used for the benefit of the Society.

4. AFFILIATIONS:

The Society may affiliate to any organisation sharing its Aims and Objectives; such affiliations to be decided by the Committee, and ratified by the Annual General Meeting.

5. APPEALS:

Any voting members wishing to challenge a decision made by Officers of the Society or the Committee (e.g. in the event of expulsion from the Society), may initially appeal to the Chairperson of the Committee, who will raise the matter at a Committee meeting, and if still not satisfied, may appeal to the society who will advise on the appropriate procedures.

- a) As a request to the City Council to terminate the tenancy will automatically follow expulsion, the plot-holder may only appeal to the City Council against termination of tenancy.

6. AMENDMENTS:

This constitution may only be revised or amended by a majority of those members entitled to vote (i.e. plot-holders) present at a General Meeting of the Society, all members having been notified of the proposed change at least twenty-eight days before the meeting.

7. EQUAL OPPORTUNITIES

The (Allotment Association) operates an equal opportunities policy for all existing members, and for those wishing to become members and will avoid any discrimination on the grounds of Age, Disability, Gender reassignment, Marriage and civil partnership, Pregnancy and maternity, Race, Religion and belief, Sex and Sexual orientation in accordance with the Equality Act of 2010.

8. DISSOLUTION:

The Society shall only be dissolved by a motion passed by, and attested to by the signatures of at least majority of the voting members. Any assets or surplus funds on dissolution shall be distributed equally among the voting members, or handed over to another group or organisation with similar aims, as might be recommended by the Association of Manchester Allotment Societies, as agreed by a majority of members present.

BETHNALL DRIVE ALLOTMENT SOCIETY –

RULES AND GUIDING PRINCIPLES

1. The Society aims to promote and defend all its members' legitimate interests in the field of allotment gardening.
2. Members are expected to act at all times in the best interests of the Society, and should avoid any action or activity which could cause annoyance or grievance to other members, or to the local community.
3. The Society accepts in full the '**General Conditions under which Allotment Gardens are to be Cultivated**', as set out in the Tenancy Agreement issued by Manchester City Council to all new plot-holders, and advises all members to become familiar with these conditions, and to abide by them.
4. The Committee of the Society, elected at an A.G.M. shall be responsible for administering and enforcing these rules, together with the following Society rules, approved at a General Meeting of members.
 - (i) Burning is not permitted on site.
 - (ii) Members are encouraged to bring along with them, their families and friends, but are responsible for their behaviour on site, particularly that of children, who should not be allowed to cause annoyance to other members and must remain on the plot.
 - (iii) Members may bring dogs on site, provided they are on a lead, and any fouling of paths is cleaned immediately. Only if the member's plot has a secure perimeter fence, and on the plot under control, may the dog be allowed off the lead.
 - (iv) Members are expected to preserve the security of the site, by locking gates both on entering and leaving, and by challenging strangers to identify themselves as members.
 - (v) Members are not allowed on another member's plot without permission, unless dealing with a genuine emergency.
 - (vi) All tenants to remove individual waste and not to leave waste in common areas
 - (vii) Usage of paths – Tenants to use allocated communal path only and not paths on other members plot(s)
 - (i) Members giving up their plots should notify the secretary with one weeks notice, and return their key to the Secretary within one week.
 - (ii) When a plot becomes vacant, existing members shall normally have the opportunity to ask the Secretary for an exchange of plots, or an additional plot,

with a maximum of 450 square yards (376 square metres) per member, before the plot is offered to new applicants.

- (iii) Chemical weed killers, fertilizers and pesticides are not to be used onsite
- (iv) The Secretary shall keep a waiting list of plots, allocating vacant plots in accordance with the waiting list and subject to the approval of the Committee in any case of dispute.

5. Vehicles on site MUST not be driven at speeds above 5mph

6. It is at desire of the society that all members will engage with each other whilst at the allotment.

7. Associate membership at a cost of half the annual membership is to be paid by all members adult guests who regularly assist with the cultivating the members plot. This shall be limited to 1 Associate Member per tenant and the committee have the authority to not accept an Associate Member if they feel the potential member may not be suitable for Bethnall Drive Allotments. This is valid for the period of the tenancy only and the Associate Members name can only be changed in exceptional circumstances

8. The named tenant who takes on the responsibility of the of the community plot is responsible for the actions of all community plot members, guests and frequent visitors. The community plot must present in full and have complete agreement with the BDAS committee the following:

- (i) A copy of insurance documentation for review by the BDAS Committee
- (ii) A copy of the community plots constitution and agreed guiding principles which must also take account of the BDAS guiding principles
- (iii) An agreed contribution to the upkeep and maintenance of the BDAS communal items and areas with the inclusion of but not exclusively; cabins, storage areas, water storage facilities etc.
- (iv) The community plot is for all members to utilise and share all produce
- (v) The community plot is managed by the committee

9. A key deposit is required for each additional key and the cost of the key is to be paid by the tenant. A maximum of 1 additional key per tenant.

10. Permission to have deliveries stored in/on communal areas must be obtained in writing from the committee.

11. Tenants must be onsite whilst guests are onsite

12. For a tenancy agreement to be valid it must be completed in full and signed

13. Associate members must not bring guests onsite except in exceptional circumstances and permission must be obtained from the committee.

PROCEDURES: Suspected breaches of these rules should be reported to the Secretary, who will investigate the matter and may issue warnings. Serious or repeated breaches will be considered by the Committee, who may terminate membership and request the Manchester City Council to advise. Members may appeal against a notice of termination of membership at an A.G.M. after notifying the Chairman of the Society at least a week in advance.