

FAIRACRES ROAD ALLOTMENT ASSOCIATION CONSTITUTION
(APPROVED AT THE ANNUAL GENERAL METING HELD ON 6 APRIL, 2001)
AMENDED AT AGM HELD ON 13 JUNE 2003

THE ASSOCIATION:

The Association shall be called the Fairacres Road Allotment Association.

The Association shall lease the allotment site from the Oxford City Council in accordance with the terms of the Allotment Tenancy Agreement and subject to the Council's Allotment Rules. The site may be used and occupied as allotment gardens and for no other purpose.

In the event of a material breach of the Council's Allotment Rules or the Tenancy Agreement, the Council may give the Association eight weeks notice to remedy such breach. If the breach has not been remedied within the eight week period the Agreement will be terminated by the Council at any time after giving one month's previous notice in writing.

In the event of any conflict between the Tenancy Agreement and Council's Allotment Rules and the Constitution and Rules of the Association, the Tenancy Agreement and Council's Rules shall prevail.

- 1.5 The Association's trustees in whom the land is vested may, through the Executive Committee, let allotments in accordance with the Constitution and Rules.

The Association shall arrange adequate Public Liability Insurance to cover the Association, its officers and all members for any accidental damage or injury for which they may legally be held liable.

- 1.7 The Association shall not be responsible for any injuries to plot holders, their family, helpers or friends whilst on the allotment site or for any damage to or loss of personal property.
- 1.8 The Association will make every effort to ensure that its plot holders observe all conditions of the Tenancy Agreement with the Oxford City Council.

TRUSTEES

- 2.1 The Association shall have at least two Trustees, who shall be elected by the Association at an Annual General Meeting, in whom the property of the Association shall be vested. Trustees shall be members ex officio of the Executive Committee.

2.2 Trustees shall be elected for a period of three years, renewable for one further three-year period.

EXECUTIVE COMMITTEE AND OFFICERS

The Association shall elect an Executive Committee to administer the business of the Association.

The Executive Committee shall consist of three Officers (Chairman, Secretary, Treasurer), the Trustees of the Association and not less than four nor more than seven other members.

A quorum shall consist of four members, one of whom must be the Chair or his/her appointed substitute.

A Vice-Chair and deputies to the other officers may be appointed, either in a temporary capacity or until the next Annual General Meeting, by the Executive Committee from among its members.

Officers and members of the Executive Committee shall hold office for one year. Existing members shall be eligible for re-election at the next ensuing Annual General Meeting but no Executive Committee member shall serve for longer than six years without a break of at least one year.

If insufficient members are nominated for election to the Executive Committee at the Annual General Meeting or if a casual vacancy should arise on the Executive Committee, the Committee shall be empowered to coopt new member(s), whose appointment must be confirmed by the next Annual General Meeting.

The Executive Committee shall:-

let allotments or refuse a tenancy or evict a plot holder at its discretion in accordance with the Constitution and Rules
agree with the Council any rent revisions on the review dates specified in the Tenancy Agreement and recommend to the Annual General Meeting a rent for the ensuing financial year;
meet from time to time
to inspect the state of cultivation of individual plots and the overall condition of the site;
to determine such matters as are brought to its attention by the Chairman, Secretary or Treasurer;
to determine what matters may be delegated to the Secretary or Treasurer or to individual members of the Executive Committee
to determine any other relevant matters notified in advance to the Secretary.

THE SECRETARY AND TREASURER

The Secretary and the Treasurer shall be responsible respectively for the day to day administration and finances of the Association and shall, periodically, submit reports to the Executive Committee

Any matters affecting the finances of the Association shall be referred to the Executive Committee for determination.

The Secretary shall as soon as possible report to the Committee any contravention of the Constitution and Rules, any instances of theft, vandalism or other disturbances and any unresolved dispute relating to the affairs of the Association.

The Secretary shall inform the membership or individual members of the Association of any matters, which the Executive Committee may wish to be brought to their attention.

The Secretary must inform the Council in writing of changes of names or address of Trustees or Officers of the Association.

- 4.6 The Treasurer shall keep the accounts of the Association and prepare an annual statement of accounts for presentation to the Annual General Meeting.
- 4.7 The Treasurer shall display prominent notices during the first month of the financial year stating the level of the rent for the ensuing year, the date by which it must be paid and the arrangements for making payment.

The Treasurer is authorised to receive payment of rent and any other charges from plot holders.

No Officer or member of the Executive Committee may be paid a salary by the Association but may be reimbursed, on provision of a receipt, for any reasonable expenditure incurred in carrying out his/her duties or any other task authorised by the Executive Committee.

The Secretary and Treasurer for the ensuing financial year may be paid such honoraria as may be determined by the Annual General Meeting upon recommendation by the Executive Committee.

MEMBERSHIP OF THE ASSOCIATION

- 5.1 Members of the Association share responsibility with the trustees and Executive Committee for observing the Council's Rules; abiding by the Constitution and Rules of the Association; maintaining the site in good order; respecting the plots of other members; where possible undertaking membership of the Executive Committee; and from time to time assisting with such tasks as contribute to the common good of the Association.
- 5.2 Members of the Association are:
all plot holders
all registered long-term helpers who have paid rents and other charges due to the Association for the current year.
- 5.3 All members of the Association must be covered by the Public Liability Insurance arranged by the Association and must be members of the National Society of Allotment and Leisure Gardeners.
- 5.4 Plot-holder members must pay an annual rent to the authorised Officer of the Association in respect of the plot(s) let to him/her. All members must pay an agreed share of any affiliation or other dues required by the Association and an agreed share of the Public Liability Insurance premium. Rents and dues will be payable on the first day of the financial year for the ensuing year. They must be paid either no later than the last day of the second month of the financial year whichever is earlier. Failure to pay rent and/or dues on time will render the member liable to eviction at the discretion of the Executive Committee.
- 5.5 Any decision by the Executive Committee to evict a plot holder shall also be deemed to be a decision of the trustees in whom the land is vested.

- 5.6 Any member stealing (directly or indirectly) or receiving, knowing it to have been stolen, or maliciously damaging, the property of the Association shall be summarily evicted and his/her crops confiscated.
- 5.7 The Executive Committee is empowered to evict a plot holder for any serious or persistent contravention of the Conditions and Rules or for any other actions which it considers to be seriously detrimental to the interests of the Association.
- 5.8 A plot holder shall be warned orally of any minor infringement(s) of the Constitution and Rules; if he/she subsequently fails within a reasonable notified period to heed an oral warning, a written warning shall be issued; if the plot holder fails to heed a written warning within a notified period he/she shall be liable to eviction.

Allotments are let for a period of twelve months or until the end of the financial year, whichever is the sooner, after which time the plot holder is eligible to seek a further twelve months' tenancy at the discretion of the Executive Committee.

- 5.10 Any plot holder wishing to terminate his/her tenancy must so inform the Secretary, if possible with three months' notice. Failure to do so may render the plot holder liable for rent. Any crops remaining on a vacated plot after the termination of a tenancy shall, in the absence of a contrary agreement, belong to the new plot holder.
- 5.11 Allotments may only be let by the Executive Committee. Plot holders are forbidden from subletting or passing on the tenancy of their plot to any other person either temporarily or permanently.
- 5.12 Any dispute between two or more members of the Association or between a member of the Association and the Secretary or Treasurer in relation to matters falling within their jurisdiction shall be referred to the Executive Committee, whose decision on such matters shall be final.

6. ANNUAL GENERAL MEETINGS AND EXTRAORDINARY GENERAL MEETINGS

The Annual General Meeting of the Association shall be held on any week day no later than two months after the end of the Financial Year of the Association, or the end of May whichever is most convenient.

- 6.2 Notice of the Annual General Meeting shall be prominently displayed at the Association's allotment site for a period of not less than fourteen days prior to the date of the meeting
- 6.3 The agenda, minutes of the previous meeting and, where relevant, notice of any constitutional changes must be circulated to the members of the Association not less than fourteen days prior to the date of the meeting.

The Annual General Meeting shall:

- receive and agree the Minutes of the previous AGM
- elect Trustees to fill vacancies in case of retirements or resignations;
- elect the Officers and Executive Committee for the ensuing year;
- receive a statement of the accounts of the Association for the previous financial year
- appoint an External Examiner of the accounts for the following year;
- fix a rent for the ensuing year upon the recommendation of the Executive Committee and having regard to any changes in rent imposed by the Oxford City Council
- receive a report from the Secretary on the activities of the Executive Committee and any other matters affecting the administration of the Association
- receive a report from the Chair on any constitutional or policy issues affecting the

Association or any other points of interest he/she wishes to raise.
transact any major constitutional business or issues of policy previously notified in writing by the Secretary; or to the Secretary from members of the Association.
transact any other business raised by members present.

7. NOMINATIONS AND VOTING PROCEDURE

7.1 Nominations from members of the Association for trustees, Association officers and members of the Executive Committee must be sent in writing to the Secretary of the Association no later than seven days before the date of the Annual General Meeting.

Nominations must be agreed by the nominee and seconded by another member of the Association in writing.

In the event of more than one nomination being received for a vacancy, a vote will be taken among those present and eligible to vote.

Votes (normally by show of hands) shall be taken at meetings at the request of members present and a simple majority of those present and eligible to vote shall decide the issue.

In the event of a tied vote, the Chair of the Association or his/her substitute shall have a second, casting vote.

EXTRAORDINARY GENERAL MEETING

An Extraordinary General Meeting may be called at any time

8.1 by the Executive Committee if there is an item of urgent and important constitutional business on which the membership of the Association must be consulted and which cannot await the normal Annual General Meeting

8.2 by the members of the Association provided that the request is signed by not less than 20 members of the Association clearly describes the business to be discussed gives the Secretary not less than fourteen days written notice.

Written notification of the Extraordinary General Meeting and its agenda must be circulated to all members of the Association no less than seven days prior to the date of the meeting

9. QUORUM

9.1 The quorum for an Annual General Meeting or for an Extraordinary General Meeting shall be one-quarter of the paid-up members of the Association.

Approved at the Annual General Meeting – 6 April 2001
Amended with approval of Annual General Meeting 2003