

Roundhay Allotment and Gardens Association

Constitution and Rules

2016

CONSTITUTION

1. The Association shall be known as the Roundhay Allotments and Gardens Association referred to in this document as the Association.
2. The objects of the Association shall be to maintain the allotment gardens and the allotment site, to promote an interest in gardening and to foster the spirit of co-operation for the benefit of all the members.
3. The Association shall be members of the Leeds and District Allotment Gardeners Federation on payment of an annual fee based on the total number of RAGA members at the start of the membership year. RAGA is entitled to a set number of votes; any member representing the views of the Association may vote on matters concerning the affairs of the Leeds and District Gardeners Federation.
4. There shall be two kinds of membership; plot-holders who are paid up principal or sole tenants shall be entitled to vote on matters affecting the domestic affairs of the Association and garden members who are not plot-holders but are members of the community with a general interest in gardening who are able to buy compost and sundries from the allotment shop.
5. The management of the Association shall be vested in a Management Committee which shall be elected at the Annual General Meeting of the Association. There should be no fewer than seven members of this Committee. The officers and other committee members to be proposed, seconded and elected at the Annual General Meeting.
6. Officers and Trustees shall hold office for three years on a rotation basis but be eligible for re-election at the end of the 3 year period. *[Please note: Changes of Trustees must be notified to the Land Registry]* Other committee members shall retire at the Annual General Meeting but be eligible for re-election from year to year. Nominations for vacant positions shall be presented at the Annual General Meeting.
7. The Officers of the Association shall consist of a Chairperson, Secretary, Treasurer, Lettings Officer and Rents Officer along with such other Officers as shall from time to time be determined and three Trustees. It is recommended that where possible Trustees are not also officers. All officers and trustees shall be ex-officio members of the Management Committee.
8. The Trustees legally represent the Association and are signatories to the lease with Leeds City Council. They are responsible for making sure that the Association keeps all the conditions of the lease, principally paying the annual rent to the Council, ensuring that plots are let and the site kept in good order.
9. In addition to the ex-officio members, the Management Committee shall consist of not more than six plot-holders, all to be elected annually. The Management Committee shall have power to co-opt as necessary.

10. Members of the Management Committee are eligible to claim from the Association nominal travelling expenses when attending approved meetings and events.
11. The Committee shall open a bank account in the name of the Association. It shall be a general account for the Association and overseen by the Treasurer. All the monies received from any source on behalf of this Association shall be paid into the account. All internet banking transactions to be authorised by two out of four signatories.
12. There shall be elected annually an independent examiner, appropriately qualified, who shall carry out the examination of the annual accounts and report to the management committee for approval prior to their adoption at the AGM. The independent examiner shall not be a member of the Management Committee.
13. The Chair or in his/her absence another member of the Management Committee shall act as chair at all meetings of the Management Committee.
14. Not less than three members of the Management Committee shall form a quorum. The Committee shall meet as occasion demands, but at least once a quarter upon due notice being given.
15. The Management Committee shall have full executive power to deal with all business of the Association, except matters affecting the Constitution and Rules of the Association, which shall be dealt with only at a General Meeting.
16. Members of the Management Committee and Trustees must ensure that an appropriate insurance policy is in place to cover Trusted Persons liability, Public and Employer's liability and the association's assets.
17. The Annual General Meeting shall be held each year during the month of April and the Agenda shall be advertised to members fourteen days beforehand. Minutes of the previous AGM and the agenda for current year to be displayed in the Sales Hut 14 days beforehand. The meeting shall be considered inquorate if less than ten members are in attendance.
 - 17.1. An Extra Ordinary General Meeting may be called at any time by the Chairman and Secretary in agreement or by the Secretary at the request in writing of any five members of the Management Committee; or of any eight members of the Association providing the Secretary gives at least three weeks notice of the intention to call such a meeting and of the business to be transacted at the meeting.
 - 17.2. Any proposed amendments to the Constitution and Rules shall be given to the Secretary at least one month before the Annual General Meeting.
18. The Annual General Meeting shall be presented with the accounts of the association together with the report of the independent examiner. The rules of presentation of the contents of the accounts shall be those applicable to similar organisations at the time of presentation of the accounts.
19. The amount of subscriptions and/or rental shall be determined for the subsequent year at the Annual General Meeting held in March or April.
20. The Chair, Secretary and other Officers of the Association shall communicate to each meeting of the Management Committee all correspondence received or written by them in the course of their duties as Officers of the Association. Correspondence bearing upon the business of the Annual General Meeting shall be reported to the Annual General Meeting.

21. In the event of the winding up or dissolution of the Association, after the satisfaction of all its debts and liabilities, any assets remaining shall be transferred to any association having objects similar to or compatible with any of the objects of the Association or shall be given for charitable purposes, as may be determined by a general meeting.

RULES

Rules with respect to the Association, as they affect allotment tenants, being the rules referred to in the allotment tenancy agreement.

1. Tenancy agreement

All plot-holders will enter a binding tenancy agreement with the Association.

2. Joint Tenancy

- 2.1. Where two or more persons wish to jointly work an Allotment not exceeding 250 square metres in area then subject to below each person shall sign a Joint Allotment Agreement.
- 2.2. An application for joint tenancy shall be made by the existing tenant who wishes to share the use and enjoyment of the allotment with a family member or friend who is not otherwise the sole or joint tenant of any other allotment in Leeds.
- 2.3. A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- 2.4. One joint tenant shall always be nominated as the "Principal Tenant" who is responsible for all payments and correspondence relating to the allotment and who is entitled to vote at the Annual General Meeting. Where an existing plot-holder wishes to change his/her tenancy to a joint tenancy then the existing plot-holder shall be the "Principal Tenant".
- 2.5. Where the "Principal Tenant" wishes to terminate his/her interest in the allotment then another joint tenant must first consent in writing to the Management Committee to be "Principal Tenant" and if no other joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.
- 2.6. The cultivation or use by a joint tenant of additional allotment plots on any allotment site in Leeds is not permitted.
- 2.7. Every joint tenant is responsible for observing and complying with the allotment rules.

3. Termination of a tenancy of an Allotment

- 3.1. The tenancy of the allotment garden (unless subject to a joint tenancy or otherwise agreed in writing by the Management Committee) shall terminate upon the death of the tenant. (The Management Committee will afford members of the family of the deceased time to remove growing crops). All tenancies will terminate if Leeds City Council ceases to own or have the right of occupation of the allotment land.
- 3.2. The tenancy may be terminated by the Management Committee by re-entry after one month's notice:-

3.2.1. If the rent is in arrears for more than 31 days; or

3.2.2. If any tenant (including a joint tenant) is in breach of the Rules affecting the allotment or any other terms of condition of their tenancy.

The tenancy may also be terminated by Leeds City Council by giving such notice as is provided for at section 1(1) of the Allotments Act 1922

A sole or joint tenant may terminate the tenancy at any time

4. Payment of Rent

4.1. The rent for an allotment shall, unless otherwise agreed in writing, be paid yearly in advance on the first day of October in each year.

4.2. If the rent is unpaid on 31st day of October in any year, the tenancy terminates automatically.

5. Service of Notices

Any notice may be served on a tenant either personally or by leaving it at his or her last known address, or by registered letter addressed to him or her there, or by fixing the notice in some conspicuous manner on the allotment garden.

6. Power to inspect Allotments

Any member of the Management Committee and authorised Officers of Leeds City Council shall be entitled at any time to enter and inspect an allotment. The purpose of the inspection is to judge the basic level of upkeep and maintenance of the plot.

7. General conditions under which the Allotment Gardens are to be cultivated.

Plot-holders are required to comply with the following conditions:

7.1. Allotments are to be kept clean, free from weeds, well-manured and maintained in a good state of cultivation;

7.2. Not to place or keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and

Not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – in particular not asbestos, building materials, poisons etc;

7.3. To cultivate at least 60% of the area of the allotment for the production of edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawns/paths, flower beds, etc.). Children's swings, paddling pools, or similar are not permitted. Cars must not be parked on allotment plots;

7.4. The whole of the allotment garden shall be cultivated personally. The plot holder must not re-let, assign, exchange or part with the possession of their allotment garden or any part of it without the written consent of the Association's Lettings Officer;

7.5. Plot-holders shall not cause any nuisance or annoyance to other plot-holders or to the owners or occupiers of any neighbouring property nor obstruct or encroach upon any path set out for the use of allotment holders;

- 7.6. Plot-holders shall not without the written consent of the Association cut or prune any timber or other trees (other than on individual plots) or take, sell or carry away any turf, soil, minerals, gravel, sand or clay;
- 7.7. Plot-holders shall not erect or place or permit on the allotment any structure exceeding a maximum height of 1.3 metre (51inches) above ground level;
- 7.8. All fruit trees grown as cordon or espalier should be pruned accordingly each year. All other fruit trees should be on dwarf rooting stock. Fruit trees and fruit bushes to be pruned to a manageable height and width so as not to interfere with paths and neighbouring plots
- 7.9. Apart from supports for soft fruit, permanent supports for other cultivated plants shall be an appropriate height.
- 7.10. Plot-holders shall not use barbed wire or any other fencing material that may cause injury for a fence adjoining any path set out for the use of the occupiers of the allotment gardens;
- 7.11. Ornamental shrubs must be pruned appropriately so that do not overhang paths or shade other plots
- 7.12. Plot-holders must not keep any animals, poultry, bees or pigeons at the allotment;
- 7.13. Plot-holders must not plant or permit to grow on the allotment any poplar, leylandii or any other trees which produce non-edible fruit;
- 7.14. Plot-holders are permitted to bring a dog onto the allotment provided it is kept within the confines of the allotment plot and on a lead at all times, and provided that it does not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site;
- 7.15. Plot-holders must not light any fires which will cause annoyance to any person or cause damage to any allotment. Any fires must consist of dry material - all green material must be composted. **All fires to be extinguished before plot-holders leave the site.** This is to meet the requirements of our site insurance policy;
- 7.16. Plot-holders must not obscure or use for other purposes the number post provided on each plot and ensure that the number is visible and repainted when necessary.
- 7.17. Plot-holders must not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
- 7.18. Plot-holders must not deposit or permit to remain on the allotment any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter in common areas, hedges on or adjoining the allotment;
- 7.19. Hosepipes may **only** be used to fill water butts or containers. The use of sprinklers is prohibited;
- 7.20. Each plot holder must keep the paths surrounding his or her plot cut regularly and in a safe condition; weed killer must not be used for this purpose. Making sure that paths are safe and not obstructed is a requirement of our site insurance policy.

7.21. Non-cultivation of plots will be dealt with by the Management Committee through the current policy document. A copy of the policy is available in the hut and on the RAGA website

8. Responsibilities of each plot-holder to the Association

Each member of the Association (including joint tenants) has a responsibility to volunteer for some form of communal activity during the year from the following:

- (a) Serving in the sales hut, weighing out bulk goods or helping with deliveries
- (b) General site clean up sessions
- (c) Helping with fencing repairs
- (d) Helping with hedging
- (e) Helping in some other capacity
- (f) Becoming a member of the management committee
- (g) Joining the Thursday Volunteer Group

For more details of how to volunteer please contact a member of the Management Committee. Contact details are in the sales hut.

Agreed at the RAGA Annual General Meeting on the 7th April 2016

Signed Chair Paul Lattimer

Signed.....Secretary ...Brian Livesey