

# CONSTITUTION OF WEST LAW ALLOTMENTS ASSOCIATION

## 1. Name

The name of the association is **West Law Allotments Association**

## 2. Objects

The association's objects are:

- a) To oversee the running of all allotment plots on the West Law Allotments. This will involve ensuring that plots are kept in line with the association's rules and regulations, negotiating the lease of the land from Dundee City Council, ensuring adherence to the lease and the collection of fees and any other matters affecting the allotments.
- b) To adhere to the Data Protection Act (1998) and all other acts and regulations relevant to unincorporated Associations. Information to be kept in secure location

## 3. Powers

In furtherance of its objects, the association shall have the following powers:

- (a) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the association's activities.
- (b) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the association.
- (c) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the association.
- (d) To borrow money, and to give security in support of any such borrowings by the association.
- (e) To employ such staff as are considered appropriate for the proper conduct of the association's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- (f) To engage such consultants and advisers as are considered appropriate from time to time.
- (g) To effect insurance of all kinds (which may include officers' liability insurance).
- (h) To invest any funds which are not immediately required for the association's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- (i) To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the association's objects.
- (j) To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within the association's objects.
- (k) To form any charitable company with similar objects to those of the association, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the association's assets and undertaking.
- (l) To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.
- (m) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (n) To carry on any other lawful activities which further any of the above objects.

## 4. Membership

Full membership of the association shall be open to:

- a) All plot holders who are up to date with their annual fees.
- b) Membership shall be automatic to all plot holders once they have signed their lease and paid their annual fee.
- c) Members must agree to abide to the Association's Constitution and any Rules set by the Management Committee at Association meetings.
- d) Honorary members who may be appointed by the management committee at its discretion; these members shall not be entitled to vote at general meetings.
- e) A person who becomes an employee of the association after admission to membership shall automatically cease to be a member.
- f) The management committee may, at its discretion, refuse to admit any individual to membership.
- g) The Management Committee shall have the right, for good and sufficient reason, to terminate the membership of any plot holder after two written notices, providing the member has the right to be heard by the Committee before a final decision is made.
- h) The Management Committee shall maintain a register of members setting out their full name and address and contact numbers, the date on which they were admitted to membership and the date on which they ceased to be a member plus reason for ceasing to be a member of the Association.
- i) Membership under all categories shall be paid by the plot fee at a value determined annually by the management committee at any open meeting.
- j) Members failing to pay rent a month after the due date will automatically terminate their lease and have 28 days to clear their plot. Unless there are exceptional circumstances.
- k) no more than three allotments will be allocated to any one household (a half allotment being counted as one).

## **5. Meetings**

- a) The management committee shall convene an annual general meeting (or AGM) in each year. Not more than 15 months shall elapse between one AGM and the next. The first AGM shall be held not later than 30<sup>th</sup> January 2010
- b) The business of each AGM shall include: a report by the Chairperson on the activities of the association; consideration of the annual accounts; the election/re-election of members of the management committee.
- c) The management committee may convene a special general meeting at any time, if called for by the Secretary or Chairperson, or if ten members submit a request in writing. The Secretary shall arrange the meeting within 14 days and shall give five days notice to all members.
- d) At least 14 clear days' notice must be given of any general meeting in writing by the Secretary to each member.
- e) No business shall be dealt with at any open meeting unless a quorum is present; the quorum for a meeting shall be at least a total of 12 plot holders present which must include 4 members of the management committee
- f) If Office Bearers are not present within 15 minutes after the meeting start time, or if, during a meeting, a quorum ceases to be present, the meeting shall be adjourned to a time and place as may be fixed by the Chairperson or Secretary.
- g) Any member of the Committee who fails to attend three consecutive meetings without apology will be removed from the Management Committee.
- h) If there is an equal number of votes for and against any resolution, the Chairperson shall be entitled to a casting vote.
- i) If a sealed ballot is demanded, it shall be conducted in such a manner as the Chairperson may

direct and should be taken within the following 14 days of the said meeting. The result of the ballot shall be declared at an arranged time and date if the required percentage of votes cast has been met.

j) Only one member of a joint tenancy can vote.

k) The Management Committee shall ensure that minutes are made of all proceedings at all meetings. The minutes shall include the names of those present, and (if possible) shall be signed by the Chairperson of the meeting. The Association Secretary is to publish Minutes of meetings within 14 days of the said meeting.

#### **6. management committee**

a) The maximum number of members of the management committee shall be 9 who will be elected at the AGM.

b) If an elected member resigns during the term, the management committee may co-opt any member of the association to be a member of the committee, unless a majority of the management committee disagree.

c) The management committee members shall elect from among themselves a Chairperson, vice chairperson and a Treasurer/Secretary, and such other office bearers as they consider appropriate.

d) A member of the management committee must declare a personal interest in any transaction or other arrangement which the association is proposing to enter into; he or she will be debarred from voting on the matter in question.

e) No member of the management committee may serve as an employee (full time or part time) of the association, nor be given any remuneration by the association for carrying out his or her duties as a committee member.

f) No more than two family members may hold positions on the Management Committee. There has to be 9 independent members.

g) Any member of the management committee may call a committee meeting or request the Secretary to do so.

h) The management committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any committee meeting; any such person shall not be entitled to vote.

#### **7. Accounts**

a) A bank account shall be opened in the name of the association. The management committee shall authorise in writing three of their members, one of whom shall be the Treasurer, to sign cheques on behalf of the association. All cheques must be signed by not less than two of the authorised signatories.

b) The management committee shall ensure that proper accounting records are kept and maintained in accordance with all applicable statutory requirements.

c) The management committee shall prepare annual accounts, complying with all relevant statutory requirements, which will be externally scrutinised and verified by a competent person.

d) A statement of the suitably prepared accounts for the last financial year will be submitted by the management committee to the group's AGM.

#### **8. Property.**

a) In the event of a member terminating their tenancy, the Committee will carry out a safety check of the said allotment and secure all equipment. Digital photographs are to be taken and kept until the allotment is re-located. All equipment becomes the property of the Association.

## **9. Dissolution**

- a) If the management committee determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of the members; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given
- b) If there is a proposal by the Management Committee to dissolve the Association this must be confirmed by 50% of membership of the Association. The Management Committee shall have power to dispose of any assets held by, or on behalf of, the Association. Any assets remaining after satisfaction of the debts and liabilities of the Association shall be transferred to some other charitable body or bodies having objects similar to those of the Association, to be decided by the members of the Association at, or prior to, the time of dissolution...
- c) No part of the income or property of the association shall (otherwise than in pursuance of the association's charitable objects) be paid or transferred (directly or indirectly) to the members on dissolution.

## **10. Alterations to the Constitution.**

- a) The Constitution may be altered by a resolution passed by not less than 20% of total membership voting at an AGM or EGM, providing due notice of the meeting and of the resolution is given.

## **11. The Constitution should be reviewed annually at the AGM.**

## **Declaration**

This constitution was approved and adopted by West Law Allotment Association at an EGM held on **19<sup>th</sup> February 2017.**