

Rules of the Chalfont St Giles Back Lane Allotments Association

1/. Name

1.1 The name of the Association shall be "The Chalfont St Giles Back Lane Allotments Association". (The Association"). For practical purposes acronym "BLAA" can be used.

2/. Objectives and purposes

The objectives and purposes of the Association shall be:

2.1 to promote the interests of all members in gardening activities and to take joint action for the benefit of members

2.2 to conduct negotiations with Local Authorities and private landlords (where appropriate) for the use of gardening land and be a party to any lease, licence or other agreement as appropriate

2.3 to grant tenancy agreements in respect of the Back Lane allotments. Such agreements may be granted to joint tenants.

2.4 to assist or support members in protecting against damage, trespass and theft to on or from their allotment

2.5 to assist with the supply of seeds, fertilisers, tools and other horticultural equipment on behalf of members

2.6 to arrange lectures, film shows, demonstrations, competitions and other social events

2.7 to co-operate with other gardening associations and environmental organisations in matters of mutual interest

2.8 to investigate opportunities to seek and gain grants where available to augment the finances of the Association Membership

2.9 The Association shall consist of such persons whose applications for membership are approved by the Committee. Such approval shall be given in accordance with the generally accepted principles of equality and diversity. Membership is dependent on being named as a party to a tenancy agreement for an allotment at Back Lane.

2.10 Those with new tenancies of the Back Lane allotments must become members of the Association.

3/. Subscriptions

3.1 In respect of each tenancy, members shall pay on entry into the Association an annual subscription renewable on 1st April in each year. Such subscription may be increased from time to time (but not more often than once per annum) by a reasonable and minimal amount as the Committee so determines. For the avoidance of doubt the subscription is per tenancy not per person, and shall be payable irrespective of whether such tenancy is a joint tenancy.

4/. Arrears

4.1 Any member who is 40 days in arrears with his subscription shall be held to have ceased to be a member, unless explanation of extenuating circumstances is given in writing to the Committee.

5/. Officers

5.1 The Officers of the Association shall consist of a Chairperson, a Secretary and a Treasurer. They shall be elected after each Annual General Meeting. Retiring Officers shall be eligible for re-election. They may be ex-officio members of the Committee.

6/. Committee

6.1 The affairs of the Association shall be conducted by a Committee of Management of not less than 7 members.

6.2 One third of the Committee at least shall retire by rotation at the Annual General Meeting but shall be eligible for re-election. Casual vacancies shall be filled by the Committee and the members so appointed shall hold office until the next Annual General Meeting.

6.3 A quorum shall be 4 members.

6.4 No party political or sectarian discussions shall be raised or resolutions proposed at a Committee meeting. The affairs of the Association shall be conducted at all times in a non-discriminatory manner.

7/. General Meetings

7.1 The Annual General Meeting shall be held at such times as the Committee or General Meeting shall decide. 10 members entitled to vote shall form a quorum. At the meeting the accounts and Secretary's Report shall be submitted and the officers and Committee for the ensuing year elected.

7.2 Not less than 3 weeks notice of meetings shall be given using the methods described under the section on communications to members, save in the case of an emergency when shorter notice may be given, as is reasonable in the circumstances. 10 members shall form a quorum for SGMs.

7.3 No party political or sectarian discussions shall be raised or resolutions proposed at either Committee or General Meetings.

7.4 The affairs of the Association shall be conducted at all times in a non-discriminatory manner.

8/. Voting

8.1 There shall be allocated one vote per tenancy agreement (regardless of the number of allotments held under the tenancy).

8.2 Where appropriate and where reasonable arrangements have been put in place, a member may submit their vote in writing, by email, or by means of a secure passworded web page. A vote by proxy shall be allowed, where that member's proxy attends the relevant meeting and provides the written signed and dated consent of the member, to vote on their behalf.

8.3 In the event of a tie the Chairman will have a casting vote.

9/. Bank account

9.1 The Committee shall open a bank or building society account in the name of the Association and all monies received from any source on behalf of the Association shall be paid into such bank account. Two out of three signatories determined by the Committee shall sign cheques and any other payment authorisation.

10/. Accounts

10.1 The financial year of the association will end on 30th September in each year.

10.2 The association shall keep proper books of account for all income and expenditure. The treasurer, or other nominated committee member, shall prepare a receipts and payments account for each financial year, and a summary of bank account movements for the year. An independent accountant will be required to report on each receipts and payments account that it is in accordance with the Associations books and record, or report to the committee if this is not the case.

10.3 The receipts and payments account for each year should be presented to the members of the association within nine months of the end of the end of each financial year.

10.4 Any member of the Association may, on request and giving at least 14 days notice, inspect the books and records of the association.

11/. Membership of national societies.

11.1 If membership of a national society (such as NSALG) is thought advantageous by the committee it shall be a condition of membership of the Association to agree to pay such annual affiliation contributions as may from time to time be prescribed. This cost shall be included in the subscription fee.

12/. Expulsion of members

12.1 Membership of the Association terminates immediately upon termination of an allotment tenancy.

13/. Amendments to the Rules

13.1 Amendments to these rules require a two thirds majority of votes cast using the methods defined under voting.

13.2 Members must be notified of changes to the rules at least three weeks prior to the vote. Communication will be by those methods listed under communication with members.

14/. Communication with members.

14.1 For the purposes of notification of any matter concerning the association or these rules the following methods are deemed proper.

Communication to individual members by E-Mail, Letter , or other suitable means. It is the members responsibility to notify the Association of any change of postal or email address.

And at the same time

Display of a notice in a prominent position on the allotment notice boards and website.

Dated 2011

Signed

The old rules for reference.

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Name

1. The name of the Association shall be “The Chalfont St Giles Back Lane Allotment Association”. (The Association”)

Objectives and purposes

2. The objectives and purposes of the Association shall be:
 - (i) to promote the interests of all members in gardening activities and to take joint action for the benefit of members
 - (ii) to conduct negotiations with Local Authorities and private landlords (where appropriate) for the use of gardening land and be a party to any lease, licence or other agreement as appropriate
 - (iii) to grant tenancy agreements in respect of the Back Lane allotments. Such agreements may be granted to joint tenants.
 - (iv) to assist or support members in protecting against damage, trespass and theft to on or from their allotment
 - (v) to obtain a supply of seeds, fertilisers, tools and other horticultural equipment on behalf of members
 - (vi) to arrange lectures, film shows, demonstrations, competitions and other social events
 - (vii) to co-operate with other gardening associations and environmental organisations in matters of mutual interest
 - (viii) to take all opportunities to seek and gain grants where available to augment the finances of the Association

Membership

3. (i) The Association shall consist of such persons whose applications for membership are approved by the Committee. Such approval shall be given in accordance with the generally accepted principles of equality and diversity. Membership is dependent on being named as a party to a tenancy agreement for an allotment at Back Lane.

(ii) With effect from the date hereof those with new tenancies of the Back Lane allotments must become members of the Association

Subscriptions

4. In respect of each tenancy, members shall pay on entry into the Association an annual subscription of £5.00, renewable on 1st April in each year. Such subscription may be increased from time to time (but not more often than once per annum) by a reasonable and minimal amount as the Committee so determines. For the avoidance of doubt, £5 per tenancy shall be payable irrespective of whether such tenancy is a joint tenancy.

Arrears

5. Any member who is 40 days in arrears with his subscription shall be held to have ceased to be a member, unless explanation of extenuating circumstances is given in writing to the Committee.

Officers

6. The Officers of the Association shall consist of a Chairperson, a Secretary and a Treasurer. They shall be elected after each Annual General Meeting. Retiring Officers shall be eligible for re-election. They may be ex-officio members of the Committee.

Committee

7. The affairs of the Association shall be conducted by a Committee of Management of not less than 7 members. One third of the Committee at least shall retire by rotation at the Annual General Meeting but shall be eligible for re-election. Casual vacancies shall be filled by the Committee and the members so appointed shall hold

office until the next Annual General Meeting. A quorum shall be 4 members. No party political or sectarian discussions shall be raised or resolutions proposed at a Committee meeting. The affairs of the Association shall be conducted at all times in a non-discriminatory manner.

General Meetings

8. (i) The Annual General Meeting shall be held at such times as the Committee or General Meeting shall decide. 10 members entitled to vote shall form a quorum. At the meeting the audited accounts and Secretary's Report shall be submitted and the officers and Committee for the ensuing year elected.

(ii) Not less than 3 weeks notice of meetings shall be given in writing to members, save in the case of an emergency when shorter notice may be given, as is reasonable in the circumstances. 10 members shall form a quorum for SGMs.

(iii) No party political or sectarian discussions shall be raised or resolutions proposed at either Committee or General Meetings.

(iv) The affairs of the Association shall be conducted at all times in a non-discriminatory manner.

Voting

9. (i) At all meetings of the Association there shall be allocated one vote per tenancy agreement (regardless of the number of allotments held under the tenancy) and only those eligible to attend the particular meeting are entitled to vote.

(ii) Where appropriate and where reasonable arrangements have been put in place, a member may submit his vote in writing prior to the relevant meeting. A vote by proxy shall be allowed, where that member's proxy attends the relevant meeting and provides the written signed and dated consent of the member, to vote on his behalf.

(iii) In the event of a tie the Chairman will have a casting vote.

Bank account

10. The Committee shall open a bank or building society account in the name of the Association and all monies received from any source on behalf of the Association shall be paid into such bank account. Two out of three signatories determined by the Committee shall sign cheques and any other payment authorisation.

Auditors

11. 1 auditor shall be appointed, who is not a member of the Committee, to audit the accounts and report thereon to the Annual General Meeting.

12. Membership of the National Society shall be applied for and it shall be a condition of membership of the Association to agree to pay such annual affiliation contributions as may from time to time be prescribed. This cost shall be included in the subscription fee mentioned in Clause 4 above.

Expulsion of members

13. Membership of the Association terminates immediately upon termination of an allotment tenancy.

14. Amendments to these rules may be proposed at a General Meeting and ratified by a vote of two thirds of those present and entitled to vote.

Dated