

Constitution of the Streatley Allotment Society

1. Name

The society shall be known as the Streatley Allotments Society hereinafter referred to as SAS.

2. Aims

The aims of SAS are to further the interests of all its members collectively in all aspects of allotment gardening and directly associated activities in accordance with the Memorandum of Understanding between Streatley Parish Council (SPC) and SAS.

3. Tenancy Agreement

SAS will issue a Tenancy Agreement entitling plot holders to steward a specified plot as determined by rules agreed by SAS, said rules to be set out in the Tenancy Agreement and a Plot Holders Guide.

4. Membership

(a) All persons that enter into a Tenancy Agreement with SAS shall thereby become a member of SAS for the duration of the Tenancy Agreement. For the avoidance of doubt where multiple persons jointly enter into a Tenancy Agreement with SAS they become a single member. In the event of the demise of one of the jointly named tenants then the surviving tenant(s) may continue to be a member of SAS and may take over the existing tenancy in their own right.

(b) All members shall abide by the constitution of SAS .

(c) Priority for the allocation of plots will be given by SAS to those living in Streatley and Goring. Other than this, plot allocation will be conducted on the basis of equal opportunities without preferential treatment. A register of persons interested in becoming allotment plot holders shall be maintained (the waiting list) by the committee. As plots become available for reallocation they shall be offered to persons in the order in which they appear on the waiting list. Persons joining the waiting list shall join at the bottom of the waiting list.

In the event that a person on the waiting list declines to take up offered plots on three consecutive occasions their name shall be moved to the bottom of the waiting list.

(d) The committee shall have power to expel any member whose conduct, in the opinion of at least three-quarters of the full committee, renders that person unfit to be a plot holder and member of SAS. No member shall be expelled without first being given an opportunity to appear before the committee.

5. Bond and Fees

Fees shall consist of:

Deposit Bond

Annual Plot Rental & Membership Fee

- (a) The level of the Deposit Bond and Annual Plot Rental & Membership Fee shall be set by the committee by reference to a budget prepared by the committee and adopted at an AGM or an Extraordinary General Meeting (EGM) called for that purpose.
- (b) Annual Plot Rental & Membership Fees become payable at the beginning of the SAS financial year.
- (c) Upon taking up a plot, members will be required to provide a Deposit Bond, which will be retained by SAS and refunded upon release of the plot in a good state to a subsequent plot holder. The purpose of this Bond is to allow SAS to fund the clearance of a plot, upon its release and before being taken over by another applicant, if left in an uncared-for state.
- (d) The SAS financial year runs from 1 st April to 31 st March.
- (e) A member shall be deemed to have resigned from SAS, the Annual Plot Rental & Membership Fee has not been paid within 30 days of the final reminder.
- (f) The committee shall have the power to waive or reduce bond and fee levels in special circumstances for a period not exceeding two years at a time.
- (g) A reduced fee is applicable in cases where a plot is taken over more than half way through a financial year.

6. Finance

All money received into SAS shall be promptly deposited in SAS's bank account. Payments and Withdrawals require the signature/authorisation of SAS's treasurer and one other nominated officer of SAS.

7. Membership of the Committee

SAS's affairs shall be administered by a committee elected or appointed at its AGM. The committee, in whom SAS's property shall be vested, shall appoint officers from within the committee to ensure the effective governance and management of SAS. This will include a Chair, Treasurer and Membership secretary.

All committee members will stand down after two years of service. They may be reappointed by the membership at the AGM.

It is the intention of SAS that no individual should serve more than 3 consecutive years, regardless of any office they hold, with the option of being reappointed after a break of one year.

However, this requirement may be waived if it would leave the committee with less than 6 members or unable to fill the necessary committee offices.

A member of the SPC nominated by SPC **may attend as an observer.**

All committee members have an equal voting right.

8. Committee Standing Orders

- (a) The quorum for the committee shall be 3.

In the absence of a quorum, business may be dealt with, but any decisions taken only become valid after ratification. Ratification may be achieved by committee members advising their support or otherwise by email or at the next meeting at which a quorum exists.

(b) Committee meetings may be called by any member of the committee and may be held in person or virtually.

9. Annual General Meeting

(a) The AGM shall normally be held in April each year. At least 21 days' notice shall be given to each member of SAS in writing (which can include by email).

(b) The agenda for the meeting shall be: -

i) Apologies for absence.

ii) Minutes of the previous AGM;

iii) Officer reports

iv) Voting a) Budget for coming year and adoption of fee levels;

b) Appointment of the Independent Financial Examiner

c) Election of the new Committee.

v) Any other business.

(c) Item (iv) requires the support of not less than 2/3rds of members voting at the AGM for adoption. In the event that the committee's prepared budget and fee levels are not adopted at an AGM an EGM shall be called immediately for the purpose of setting a budget and fee levels.

(d) Any other items put to an AGM for adoption shall require the support of not less than 1/2 of members voting at the AGM for adoption. In the event of a tied vote the Chair of the meeting shall be entitled to exercise a casting vote.

(e) Nominations for committee members will only be valid if confirmed by the nominee at the meeting or previously in writing.

(f) Items to be raised by members under other business should be notified to the membership secretary not less than 14 days before an AGM.

(g) Members may nominate a proxy to attend an AGM and to vote on any matters to be decided as instructed by the member. Such nomination must be made by email to the committee not less than 3 days before the date set for the AGM or be produced in writing by the proxy at the meeting.

10. Extraordinary General Meeting

(a) An EGM may be called by the committee or not less than four non-committee members of SAS, the date of the meeting being the earliest convenient as decided by the committee. At least 21 days' notice in writing (which can include by email) shall be given to each member of SAS of the agenda.

No other business may be enacted at the EGM.

(b) Except where an EGM has been called to adopt a budget and fee levels, where the support of not less than 2/3rds of members voting at the EGM is required for adoption, the support of a simple

majority of members attending the EGM is required for adoption of any motion put to the EGM. In the event of a tied vote the Chair of the meeting shall be entitled to exercise a casting vote.

11. Amendments to the constitution

The constitution of SAS may only be amended at an EGM called for that purpose.

12. Winding-up of the Society

(a) The decision to wind-up SAS may only be taken at an EGM.

(b) The funds of SAS shall, after the sale of assets and the payment of all outstanding debts, be disposed of as directed by the members attending the final EGM.

This constitution has been updated and amended, such amendments agreed by members attending an EGM called for that purpose on 1st June 2023.

Signed:

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.....Chair

Streatley Allotment Society Committee

Date: 1.6.23