

The Constitution of the Tudor Allotment Association

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1. The Association

1.1 The Tudor Allotment Association (TAA) is an unincorporated association whose purpose is to promote the gardening activities of the plot holders on the voluntarily managed Park Road and Wolsey Drive sites held on one lease from the Royal Borough of Kingston upon Thames (RBKuT).

1.2 The administration of the affairs of the TAA will be exercised by a Committee elected from the membership at the Annual General Meeting (AGM) to be held on, or around, the second Thursday of April each year. (See also 4.1 regarding voting at the AGM).

1.3 Nominations for election to the Committee shall be handed to the Secretary by the end of March and should include the names of proposer and seconder of the nominees.

1.4 For the purposes of the AGM a quorum shall consist of ten members excluding the outgoing Committee. At the AGM each officer of the outgoing Committee will give a report of the previous year's activity.

2. The Committee

2.1 The Committee shall comprise the following:-

Officers

Chairman

Secretary

Treasurer

Site Supervisors (up to two from each site)

Co-opted Members (up to two from each site)

2.2 The elected Committee shall have the right to co opt up to two additional members to provide general support to the running of the Association.

2.3 The Committee shall meet at least twice annually, one meeting being obligatory in the month preceding the AGM to approve the statement of accounts prepared by the Treasurer and examined by the qualified person (the Account Examiner) for presentation to the membership at the AGM. Other meetings of the Committee shall be held as and when deemed necessary for the effective operation of the TAA. For these meetings a quorum shall be at least four members of the Committee.

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2.4 Small administrative expenses shall be available to Officers of the Committee to cover postage, stationery, photocopying etc. In addition Officers may incur expenditure to a maximum of £50.00 for running costs, such expenditure being accountable with receipts to the Treasurer. In the case of expenditure related to site maintenance site supervisors may incur expenditure up to £250, provided that it is within the agreed annual budget for that site for that year. No officer shall incur expenses in excess of these limits without the prior approval of at least two other Officers, one of whom must be the Treasurer.

2.5 The function of the Chairman shall be to preside at the meetings of the Committee and the AGM. The Chairman will hold the casting vote at meetings of the Committee.

2.6 The function of the Secretary shall be to maintain correspondence with external parties on matters affecting the operation of the TAA, and, when required by the Committee to write to individual members of the TAA. Copies of all incoming and outgoing correspondence shall be available to all members of the Committee. In matters of significance the Secretary shall discuss the issue with other Officers before responding. The Secretary shall also be responsible for the organization of the AGM and advising all members of the AGM arrangements.

2.7 The function of the Treasurer shall be to maintain the financial records and accounts of the TAA and present the books for examination by a qualified person (the Account Examiner) prior to the AGM (see 2.3).-

2.8 The function of the Site Supervisors shall be to conduct the operation of their particular site and to be responsible for the letting of plots, the maintenance of records of plot holders and the collection of plot rents, such monies being passed to the Treasurer for payment into the TAA appointed account. Deposits for site keys, refunds for returned keys etc. shall be on a cash basis operated by the Site Supervisor. Such minor monies will not be accountable through the TAA accounts.

2.9 The function of the Committee Members shall be to provide back up and assistance to the relevant Site Supervisor.

3. The Account Examiner

3.1 The Account Examiner shall be elected at the AGM to examine the accounts held and prepared for examination by the Treasurer. No members of the Committee shall be eligible for election as examiner. In the absence of members of the TAA to undertake this function, an external source shall be sought.

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4. The Plotholders

4.1 All plotholders will be members of the TAA with all rights and responsibilities for themselves and towards others as is to be expected in a communal activity. Members will be advised by the Secretary of the arrangements for the AGM, which may be attended by plot holders partners, whose participation in the meeting will be welcome, although on issues requiring a vote to be taken, only one vote may be cast for each plot.

4.2 It is the responsibility of the plot holder to ensure the plot rent is paid to the appropriate Site Supervisor, preferably by cheque. Members requiring a receipt should present their membership card to the Site Supervisor for endorsement.

The Rights of Plotholders

4.3 To cultivate their plots for the growth of flowers, fruit and vegetables for their own consumption and enjoyment and pursuit of their own particular horticultural interests with no overt commercial implications.

4.4 To install temporary structures such as small greenhouses, tunnels, tools chests and sheds, fruit cages etc. as required for their own use and enjoyment. The visual impact upon local householders and other plot holders must be considered, in particular where such installations may cause undue shading to adjacent plots. Prior agreement with the Site Supervisor must be obtained before any such installation is undertaken.

4.5 Permanent installations are forbidden under the terms of the TAA lease, as is the keeping of livestock on the site. In this context, brick, concrete, slab or timber edging would not be considered as permanent. The plotholder is entirely responsible for all cost incurred in any such installation.

4.6 The TAA will not make reimbursements for any temporary structure or installation as described in 4.5 above, which is not removed, or is incapable of being removed, by an outgoing plotholder. Neither will TAA act as broker between outgoing and incoming plotholders in connection with any such, although the two parties are free to make private arrangements.

4.7 Individual plotholders do not have the right to purport to represent the TAA in making an approach to the RBKuT or other external or statutory body. If any member feels it necessary for such an approach to be made, it must be undertaken by an Officer of the Committee.

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The Responsibilities of Plotholders

4.8 To conduct the operation of their plot(s) within the plot boundaries, and to ensure they do not cause problems to other plotholders by impeding pathways and the building up of undue amounts of spreading weeds and rubbish. All care and consideration must be exercised in the use of weed killers, especially sprays.

4.9 The environmentally sound method for disposing of vegetable matter is by on-plot composting. Non compostable rubbish should be removed from the site. Bonfires are the least preferred disposal option on both environmental and socially responsible grounds. If bonfires are lit, the prevailing wind conditions should be considered in respect of local housing, and fires must be completely quenched before the plotholder leaves the site. Bonfires should only be lit on plots and not on paths or areas of general access.

4.10 Plotholders have an immediate responsibility to advise other plotholders of sudden problems arising on the site, such as wasp nests, vermin infestation etc. It is not sufficient merely to report such incidents to a Committee member; plot holders must take steps on their own initiative in these cases.

4.11 Those plot holders renting sheds on the site are required to carry out reasonable maintenance of the sheds, using materials such as roofing felt and wood preservative supplied on request by the TAA.

4.12 Plotholders are not permitted onto other plots on the sites except by invitation or request.

4.13 The TAA does not carry any form of insurance against theft, loss or damage to personal property incurred by plotholders, who work their plots entirely at their own risk. The TAA has Public Liability Insurance which covers those areas of general access to plotholders and visitors to the sites, but does not cover incidents on individual plots or pathways between plots, the upkeep and safety of which the plotholders are responsible.

5. Termination of Membership

5.1 Termination of membership shall arise from

Voluntary withdrawal by the plotholder

Withdrawal of tenancy by committee decision following:

Continued neglect of the plot to the infringement of the rights of other plotholders

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Justifiable complaints from other plotholders regarding the unauthorised removal of produce, tools, tackle etc.
Any conduct inimical to the best interests of other plotholders.
Deliberate interference with or damage to permanent installations on the site such as the water supply system.
Failure to ensure the plot rent is paid in full when due.
The indiscriminate dumping of rubbish on the site.

5.2 Notice of intention to withdraw tenancy, stating the reasons, shall be given in writing. The plot holder shall have the right to appeal to the Committee but the decision of the Committee following such an appeal shall be final.

5.3 Following termination of membership for whatever reason, the outgoing plot holder shall clear the plot and shed (if any) of all growing produce, tools, tackle and equipment of which s/he wishes to retain possession, within a time agreed with the Site Supervisor, but not exceeding eight weeks from the date of termination. Any items left on a plot or in a shed beyond a period of eight weeks shall be assumed to have been abandoned by the plot holder and will be disposed of by the TAA as appropriate without remuneration to the outgoing plot holder.

5.4 Notwithstanding 5.3 above, instances of gross misconduct will result in instant dismissal from the site.

5.5 Vacant plots will be offered in strict rotation to applicants on the waiting list, taking account of the applicant's residential status and preference for site. Offers of tenancy will be made by the Site Supervisor; outgoing plot holders may not offer their plots to other persons.

6. New Members

6.1 In the event that there are more applicants for plots than are available, preference shall be given to those resident in RBKuT, but without prejudice to those plot holders who may no longer reside in RBKuT but remain in reasonable access.

6.2 Site entry gates have security locks, and each plot holder will receive a key, for which a deposit is required. The deposit will be returned when the key is surrendered. Replacement of a lost key will require a further deposit. The key should remain in the custody of the plot holder and must not be copied or passed to a third party. (See also 2.8)

6.3 Each new member will be issued with a membership card (see also 4.2) and a welcome letter containing a summary of the Constitution and notes relevant to the site. Acceptance of the membership card and welcome letter implies acceptance of and compliance with the Constitution.

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7. Extraordinary General Meeting

7.1 An Extraordinary General Meeting can be summoned at the request of the committee or a group of 10 plotholders.

8. Indemnity

8.1 The Officers and members of the Committee shall be indemnified out of the assets of the TAA against any losses incurred by them in respect of the conduct of their office, provided always that they were acting for and on behalf of the TAA by and with the express consent of the other Officers and Committee Members at the time any such loss or losses, liability or liabilities (as the case might be) was or were incurred. Nothing in the foregoing shall entitle any Officer or member of the Committee to any indemnity against loss or liability which arises out of negligence; out of fraud; out of criminal activity, or any similar activity on the part of any Officer or Committee Member.

9. Termination of the TAA

9.1 On cessation of the TAA for whatever reason and after discharge of all current debts, the remaining balance in the account(s) will be distributed equally among those plot holders whose plot rents are fully paid up, and have been plot holders for at least twelve months.