**CONSTITUTION**

of

**LAYTON PERMANENT ALLOTMENT ASSOCIATION**

Layton Permanent Allotment Association founded *1946*

**Document History**

Version 1 Dec 2016 Complete rewrite

 Version 2 Dec 2016 Various minor changes

 Version 2.1 Jan 2017 Minor changes for approval by members Feb 2017

 Version 3 Feb 2018 New section regarding trustees, change to voting rights, clarification of

Association membership, added roles of committee members, change to committee member removal.

 Version 3.1 Mar 2018 Minor changes for clarification

**CONSTITUTION**

**1. Name**

The name of the Association is

1.1. LAYTON PERMANENT ALLOTMENT ASSOCIATION

**2. Aim**

**Aim** of Association

2.1. To exist as a not for profit organisation and to assist all members in the pursuit of gardening as a recreation and promote health, education and community fellowship.

**3. Objectives**

The **Objectives** of Association are:

3.1. To actively manage the Layton Permanent Allotment site for the benefit and enjoyment of members.

3.2. Assist members in the pursuit of gardening as a means of recreation, promoting health & wellbeing, education and community fellowship.

3.3. Establish a working relationship with Blackpool Council, as landlords, with the object of improving facilities and carrying out essential landlord maintenance.

3.4. Administer any distribution and sale service, maintenance of communal machinery/equipment including a seed scheme and gardening commodities scheme for members.

3.5. To help new gardeners on the site in whatever way is appropriate including providing, where possible, introduction to a nearby experienced gardener with a view to advice during early months of tenancy.

3.6. Actively co-operate with appropriate groups and organisations, with a view to increasing the provision of allotments and improving standards and facilities.

**4. Powers**

The Association has the following powers, which may be exercised only in promoting the Objectives:

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4.1. To manage the allotment site and to make agreements with tenants on such terms, including rent and other charges, and subject to such rules and regulations as the Association shall determine from time to time.

4.2. To promote or carry out research, provide advice and publish or distribute information.

4.3. To create, join, affiliate to, co-operate with, support, administer or set up, other bodies in order to promote the objectives.

4.4. To raise funds, borrow money and give security for loans.

4.5. To acquire, hire, let or dispose of Association property of any kind.

4.6. To set aside funds for special purposes or as reserves against future expenditure.

4.7. Take out insurance policies to protect the Association, its officers, volunteers, members, visitors or property of the Association.

4.8. Subject to sub-clause 12.2, employ paid or unpaid contractors, staff or advisers.

4.9. To enter into contracts to provide services to or on behalf of the Association.

4.10. To do anything else, within the law, that promotes or helps to promote the Objectives.

4.11. No sectarian or party political questions shall be introduced into any meeting and no action of the Association shall be directed towards the propagation of political or religious doctrines, racial or gender discrimination or take part in any political party or religious denominational activities.

**5. Trustees**

 5.1. Layton Permanent Allotment site is a Self-Managed allotment site. The trustees are the Lease Holders of the site and are responsible for all duties and responsibilities, in accordance with the Self-Management Agreement.

5.2. The trustees have and must accept ultimate responsibility for directing the affairs of the association – ensure that it is solvent, well run, and operates according to the Association Constitution and the Self-Management Agreement.

 5.3. The trustees must act with integrity and avoid any personal conflicts of interest or misuse of Association funds or assets.

 5.4. The trustees have no personal financial liability if the Association is wound up, but they must ensure that such action is carried out within the terms of the Constitution.

5.5. The trustees will:-

 5.5.1 Be invited to become a trustee, by resolution of the committee.

 5.5.2 Be a member of the Association.

 5.5.3 Be a minimum of three in number.

 5.5.4 Be invited by the committee members, to become a member of the committee.

 5.5.5 May be an elected or appointed officer (Chair, Treasurer or Secretary) of the Association committee.

5.6. Trustees are not entitled to receive any payment out of the allotment association’s funds other than reasonable and necessary out-of-pocket expenses, such as the cost of travel to attend trustee meetings. Also, they must not benefit, either directly or indirectly, from the allotment association by, for instance: taking a lease of the allotment association’s property, borrowing money from the allotment association or making contracts to do business with the allotment association unless that is explicitly allowed by the constitution and authorised by the committee.

5.7. Any trustee who abuses their position may have to make good any loss that results to the allotment association out of their own pocket and, where such abuse results in a profit, and then they may have to pay the amount of that profit to the allotment association.

5.8. A trustee’s role as trustee to the Association automatically terminates if he or she:

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5.8.1. Is incapable, whether mentally or physically, of managing his or her own affairs.

5.8.2. Ceases to be a member of the Association.

5.8.3. Resigns by written notice to the Committee.

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5.8.4. Is removed by a resolution passed by all other Committee Members after they have invited the views of the trustee concerned and considered the matter in the light of any such views. The Committee shall offer the trustee the opportunity to meet with the Committee and at such a meeting the trustee shall be entitled to be accompanied and assisted by one person of his or her choosing.

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 5.9. A trustee retains responsibility for their conduct whilst they were trustee.

 5.10. On the loss of a trustee, a replacement trustee will be appointed by the remaining trustees and committee, subject to the provisions of the lessors (the Council) and the Association constitution.

 5.11. The Council and members of the Association should be notified, by the committee, on any change of trustee.

 5.12. A technical defect in the appointment of a trustee of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

1. **Membership**

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6.1. Membership of the Association is open to any individual or organisation interested in promoting the Objectives, subject to committee approval.

6.2. Each person as signee on a plot Tenancy Agreement (up to a maximum of two persons per plot) shall become a member of the Association on payment of the annual rent for that plot.

6.3. The Committee may refuse membership to any person if in their reasonable opinion that person being a member would be harmful to the Association.

6.4. Signatories to the Tenancy Agreement must be 18 years of age or older.

6.5. The Association Committee must keep a register of members.

6.5.1. The content of the register of Association members must be confirmed by members each year on payment of their annual rent.

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6.5.2. The Association Committee shall allocate the keeping of an alphabetical membership list updated annually to (at least) one of its members in which shall be entered the following:

6.5.2.1. Name, address and telephone number(s) of member, date registered on waiting list (if applicable), emergency contact name (if supplied) and emergency contact number (if supplied).

6.5.2.2. Date of joining and leaving.

6.5.2.3. Date of receipt of joining subscription and renewal subscriptions together with plot allocated.

6.5.2.4. Information held by the Association shall not be used in any way that could contravene the Data Protection Act 1998 Chapter 29 or General Data Protection Regulations (GDPR) 2018

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6.5.3. Any member may see the entry in respect of them recorded in the official list of members and in their own interest must notify any change of details to the Secretary.

6.6. The Committee may by resolution terminate the membership of any member on the ground that in their reasonable opinion the members’ continued membership would be harmful to the Association. The Committee may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member puts forward within 14 clear days after receiving notice. The Committee shall offer the member the opportunity to meet with the Committee or such person or persons it may appoint for this purpose. At such a meeting the member shall be entitled to be accompanied and assisted by one person of his or her choosing. .Whilst a refund of rent either in part or whole is not an entitlement in these circumstances the Committee may at its absolute discretion elect to make a whole or partial refund.

6.7. Membership of the Association is not transferable.

6.8. Cessation of membership

 A member shall cease to be a member of the Association, subject to 6.6 above:-

6.8.1. A member may resign at any time by written notice to the Association. In which case, the plot tenancy may only be transferred at the committee’s discretion.

6.8.2. The members’ death, in which case the plot tenancy may only be transferred at the committee’s discretion.

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6.8.3. The non-payment of the annual rent for a period of 14 days after it has become due (whether demanded or not) and should such payment of rent not be made then the Tenancy Agreement is terminated automatically (under clause 33a) of the Tenancy Agreement provided always that if an agreement for the payment of the rent to be made outside of the 14 day period is made with the Treasurer and approved by the Committee the above provision shall be suspended but will revive immediately should the terms of any such agreement not be strictly adhered to.

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6.8.4. The eviction of a member under 6.6

6.8.5. Termination of Tenancy

**7. General Meetings (including AGM and EGM)**

7.1. Members are entitled to attend general meetings of the Association either in person or (in the case of a member organisation) through an authorised representative. General meetings are called on at least fourteen clear days’ notice to the members specifying the business to be transacted.

7.2. The quorum at a general meeting of the number of members or authorised representatives personally present is three.

7.3. The LPAA Chairperson or (if the LPAA Chairperson is unable or unwilling to do so) some other member appointed by the committee members who are present or failing that elected by those members present, presides at a LPAA general meeting.

7.4. Except where otherwise provided by this Constitution, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person (subject to 7.7) or (in the case of a member organisation) through an authorised representative.

7.5. Except where otherwise provided by this Constitution, voting is by a show of hands, but the chairperson of the meeting or not less than seven members present in person or (in the case of a member organisation) through an authorised representative may require, before or after a show of hands, a poll vote.

7.6. Members may not appoint a proxy, unless the Committee invites members to appoint a proxy, when they shall make available proxy forms to members.

7.7. One vote per plot is entitled on each issue the chairperson calls for a vote. For each plot, joint tenants must therefore agree which tenant will cast their single vote.

 7.7.1 The chairperson of the meeting has a casting vote where a vote by the meeting is tied.

7.8. An AGM must be held in every year during November.

 At an AGM the members:

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7.8.1. Approve the minutes of the previous AGM and any intervening EGMs.

7.8.2. Receive the report of the Committee on the Association’s activities since the previous AGM.

7.8.3. Receive the audited accounts of the Association for the previous financial year.

7.8.4. Appoint an auditor for the Association or delegate such appointment to the Committee.

7.8.5. Accept the retirement of those elected Committee Members who are retiring.

7.8.6. Elect Committee Members to fill the vacancies arising, through an election process determined by the Committee which must include all members being invited to nominate themselves or other members as candidates and all candidates names being supplied to members with the notice of the meeting; and

7.8.7. Discuss any issues of policy or deal with any other business put before them by the Committee.

7.9. An EGM may be called at any time by the Committee and must be called within twenty eight clear days after a written request to the Committee from at least ten members unless a majority of the requesting members agree to a longer period.

A members’ request for an EGM is subject to the following:

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7.9.1. A members’ request shall state the business of the meeting and the resolution or resolutions to be put to the meeting.

7.9.2. A members’ request shall be in writing and accompanied by the name, address and signature of each member making the request.

7.9.3. A members’ request may be accompanied by a statement which, without the agreement of the Committee, shall not exceed one thousand words and this statement shall be sent to all members with the notice of the meeting.

7.9.4. Any person directly affected by the resolution shall be supplied by the Committee with a copy of the resolution and member’s statement, and be invited by the Committee to submit a statement which, without the agreement of the Committee, shall not exceed one thousand words, and this statement shall be sent to all members with the notice of the meeting.

7.9.5. The Committee may circulate one or more statements to accompany the notice of the meeting or otherwise.

7.9.6. The Committee is not obliged to call a meeting or circulate a resolution or statement which it reasonably considers is vexatious, frivolous or unlawful but shall explain its reasons to those members who have requested a general meeting and invite them to amend such resolution or statement.

**8. The Committee**

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8.1. The Committee has control of the Association and its property and funds.

8.2. The Committee when complete consists of the following elected or appointed people:-

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8.2.1. Chairperson

 8.2.1.1. – Responsibilities include:-

 Ensuring relevant issues are discussed at meetings.

 That everyone’s views are heard.

 Differences between members are fairly resolved.

 Meetings start and finish on time and that clear decisions are made and actioned.

 Meetings are well managed.

8.2.2. Secretary

 8.2.2.1. – Responsibilities include:-

 Responsible for keeping people informed about the Association’s activities.

 Letting people know the nature and purpose of meetings.

 Compiling the agendas for meetings and circulating them at least one week before each meeting.

 Keeping Committee members informed about communications which have been received and sent out.

 Responsible for taking the Association’s meeting minutes.

 Distributing meeting minutes to members and to the Committee as appropriate.

 Maintaining files of all relevant minutes

8.2.3. Treasurer

 8.2.3.1. – responsibilities include:-

 Responsible for the Association’s funds

 Issuing annual invoices to members

 Maintaining accurate records of income and expenditure

 Paying the Association’s bills

 Preparing annual accounts for audit

 Reporting on financial matters to the Committee and AGM

 Renewing all relevant insurance policies

8.2.4. And a minimum of three elected or appointed Committee members.

 8.2.4.1 – Responsibilities may be allocated to any committee members

Liaising with Blackpool Council, Association Members and potential members about the letting of plots,

Maintaining accurate records of current and potential plot holders

Maintaining/amending the Association’s rules for plot holders as voted for at the AGM or any EGM.

Conducting potential members around the site

Site Maintenance - coordinating the maintenance of the site’s paths, hedges, water course and, where appropriate, trees,

Ensuring that all mechanical equipment is maintained and serviced in good working order

Updating and moderating the Association’s website

Maintaining email lists.

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8.3. All elected Committee Members must stand down at each AGM but may re-stand for election.

 8.3.1 In the case of trustees who are also an elected committee member, they may choose to remain as trustee to the Association and not stand for election to the committee. (see also 5.5.4)

8.4. The Committee may co-opt as a Committee Member any Association member to fill a casual vacancy amongst the elected Committee Members.

8.5. A Committee Members’ term of office automatically terminates if he or she:

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8.5.1. Is incapable, whether mentally or physically, of managing his or her own affairs.

8.5.2. Is absent from three consecutive meetings of the Committee. On such occurrence the other committee members may take into account the reasons for the committee member concerned, their absence, and as such, may vote to rescind this clause.

8.5.3. Ceases to be a member of the Association.

8.5.4. Resigns by written notice to the Committee (but only if at least five Committee Members will remain in office).

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8.5.5. Is removed by a resolution passed by every one of the other Committee Members after they have invited the views of the Committee Member concerned and considered the matter in the light of any such views. The Committee shall offer the Committee Member the opportunity to meet with the Committee and at such a meeting the Committee Member shall be entitled to be accompanied and assisted by one person of his or her choosing.

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8.6. A technical defect in the appointment of a Committee Member of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

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**9. Committee Proceedings**

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9.1. The Committee must hold at least two meetings each year.

9.2. A quorum at a meeting of the Committee isthree Committee Members, but if the total number of Committee Members is below three then the remaining Committee Members may act but only to co-opt additional Committee Members.

9.3. A Committee meeting may be held either in person or by suitable electronic means agreed by the Committee in which all participants may communicate with all other participants.

9.4. The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Committee Member chosen by the Committee Members present presides at each meeting of the Committee.

9.5. Except where otherwise provided by this constitution every issue may be determined by a simple majority of the votes cast at a meeting of the Committee but a resolution which is in writing and signed by all the Committee Members is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

9.6. Except for the chairperson of the meeting, who has a second or casting vote, every Committee Member has one vote on each issue.

9.7. A procedural defect of which the Committee is unaware at the time does not invalidate decisions taken at a meeting of the Committee.

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**10. Committee Powers**

The Committee has the following powers in the administration of the Association:

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10.1. To appoint and remove a Chairperson, and other officers from among their number, and to appoint and remove other individuals with specific duties (including representing the Association) on such terms as the Committee from time to time decide.

10.2. To delegate any of the Committees functions to sub-committees consisting of two or more individuals appointed by them (but at least one member of every sub-committee must be a Committee Member and all proceedings of sub-committees must be reported promptly to the Committee).

10.3. To make standing orders consistent with this Constitution to, govern proceedings at general meetings; govern their proceedings and proceedings of sub-committees.

10.4. To make rules and/or regulations, consistent with this Constitution, in order to administer the Association; including the operation of bank account(s) and the commitment of funds.

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**11. Complaints and Disagreements**

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11.1. In the event of a complaint or disagreement between members, the Association or neighbours of the site, it is important that they are dealt with fairly and promptly.

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11.1.1. ‘*The LPAA Complaints Procedure*’ exists to ensure that a fair process to manage these issues is known by all members and followed.

11.1.2. ‘*The LPAA Appeals Procedure*’ exists to ensure that a fair process to manage any issue following the outcome of the LPAA Complaints procedure is known by all members and followed.

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**12. Benefits to Members and Committee Members**

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12.1. The property and funds of the Association must be used only for promoting the Objectives and may not be distributed to the members or the Committee Members.

12.2. No Committee Member may receive any payment of money or other material benefit (whether direct or indirect) from the Association except:

12.2.1. Reimbursement of reasonable out-of-pocket expenses (including travel costs) actually incurred in the administration of the Association.

12.3. Whenever a Committee Member has a personal interest in a matter to be discussed at a meeting of the Committee or a sub-committee, he or she must:

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12.3.1. Declare an interest before the meeting or at the meeting before discussion begins on the matter.

12.3.2. Be absent from that part of the meeting unless expressly invited to remain in order to provide information.

12.3.3. Not be counted in the quorum for that part of the meeting.

12.3.4. Be absent during the vote and have no vote on the matter.

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**13. Finance**

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13.1. The Association must have one or more bank accounts and all bank accounts which hold the Associations funds must be in the name of the Association and require at least two signatures on every payment.

13.2. The funds belonging to the Association shall be used only in furthering the objectives of the Association.

13.3. Accounting and all other records relating to the Association must be made available for inspection by any Committee Member at any reasonable time and may be made available for inspection by members if the Committee so decides.

13.4. A copy of the Association’s latest available statement of account must be supplied on request to any member.

13.5. The Associations financial year runs from 1st December to 30th November. This allows the end of year audited accounts to be available for the Association AGM.

13.6. Annual plot rent, including water charges, Association membership subscription(s), NSALG subscription(s) and any other fees payable, become payable on 1st. February. Payment plans can be arranged on request by contacting the treasurer and subject to committee approval.

13.6.1. Allotment tenancy agreements taken out any other times of the year, plot fees will be charged proportionally pro-rata based on full calendar months.

13.6.2. Annual plot fees, as specified in 13.6, must be paid after 14 days following receipt of plot invoice.

13.6.3. Failure to pay the rent within 14 days will lead to automatic termination of the Tenancy Agreement (under clause 33a) of that agreement.

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**14. Records**

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14.1. The Committee must keep proper records of all proceedings at general meetings, Committee meetings and all professional advice obtained.

**15. Notices**

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 Notices under this Constitution may be sent by hand, by post or by suitable electronic means.

15.2. The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).

15.3. Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:

 15.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address.

 15.3.2. Two clear days after being sent by first class post to that address.

 15.3.3. On being handed to the member or its authorised representative personally or, if earlier.

 15.3.4. As soon as the member acknowledges receipt.

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15.4. A technical defect in the giving of notice of which the members or the Committee are unaware at the time does not invalidate decisions taken at a meeting.

15.5. The accidental failure to deliver a member’s notice on time or at all does not invalidate decisions taken at a meeting.

**16. Amendments**

16.1. This Constitution may be amended at a general meeting by a two-thirds majority of the votes cast.

**17. Dissolution**

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17.1. If at any time members at a general meeting decide to dissolve the Association, the Committee Members will remain in office and will be responsible for the orderly winding up of the Associations affairs.

17.2. After making provision for all outstanding liabilities of the Association, the Committee must apply the remaining property and funds in one or more of the following ways:

 17.2.1. By transfer to one or more other bodies established for purposes within, the same as or similar to the LPAA Objectives.

ADOPTED at an LPAA meeting held at *(insert place of meeting)* on *(insert date of meeting)*

Name of the Chairperson of the Meeting

Signature

Plot number ………………………………………………

Name of the Witness

Signature

Plot number ………………………………………………