

The Constitution of Knaresborough Allotments Self-Help Scheme

1. Name

Knaresborough Allotments Self-Help Scheme (KASHS) is a self-help allotment scheme, run by the members for the members.

2. Aims & Objectives of the Self-Help Scheme

2.1 To promote the interests of the members regarding the cultivation, good management, and enjoyment of the allotments.

2.2 To encourage members to take an active part in the maintenance and development of the site(s) and facilities.

2.3 To take measures to protect members and the site against damage, trespass, theft, or any other nuisance.

2.4 To co-operate with other organisations or individuals in matters of mutual interest.

2.5 To conduct negotiations with local councils, organisations, or individuals regarding provision of allotments.

3. Tenancy

3.1 The Scheme will consist of every person who has entered a contract with KASHS for the letting of an allotment plot and whose current rental is not in arrears.

3.3 Tenants must be 18 years old or over and reside within the 'HG5' postcode district.

3.4 Tenants will be entitled to appoint a maximum of one secondary plot holder. Secondary plot holders will be assigned Associate Tenant status but will not be entitled to vote.

3.5 Associate Tenants can be added at any time, but if they are added after the initial tenancy commences, they will not be able to assume Associate Tenant or Tenant status, until a period of two years has elapsed.

3.6 The Tenant can, at any time, relinquish their plot to their Associate member, who will then assume Member status, if the conditions of 3.5 are met.

3.7 The committee reserves the right to create or remove categories of membership.

3.8 Only tenants will be entitled to vote on Scheme matters, at a properly convened meeting. Tenants who rent more than one plot will not be entitled to more than one vote. Associate Tenants will not be entitled to vote.

3.9 All members shall pay such subscriptions as deemed appropriate by the committee. Subscriptions will be reviewed annually in September and may be subject to change, in line with council rent and water charge increases, and any extra-ordinary one-off payments should the need arise as sanctioned by the committee.

4. Termination of Membership

The committee shall have the right to terminate your tenancy after giving you one month's written notice if:

- the rent (or any part thereof) is unpaid 30 days after it is due
- we are satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months has elapsed since the beginning of your tenancy)
- you are not currently resident in our administrative area

5. The Committee

6.1 The affairs of KASHS shall be conducted by a Committee, normally consisting of five formal officers, Chair, Secretary, Treasurer and Membership Secretary and up to seven additional committee members, elected at the Annual General Meeting. All Committee members must be Tenants of KASHS, as determined in Section 3.

6.2 The four main officers shall normally serve a term of no more than 3 years, standing down in rotation.

6.3 The Committee will normally meet at least three times a year. Affairs of the scheme should be conducted by a quorum of at least 50% of members of the elected Committee.

6.4 The Committee must retire at the Annual General Meeting and will be eligible for re-election.

6.6 The Committee may fill any casual vacancies when necessary and such members will hold office until the next AGM.

6.8 The Committee may delegate tasks to a volunteer member of KASHS, but any such delegate will not be a member of the Committee.

6.9 The Committee membership is voluntary and unpaid and shall not attract any payment, other than re-imbusement of approved personally incurred expenditure, agreed by the Committee.

8. Rules of Procedure

8.1 Voting

- All resolutions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. No member shall exercise more than one vote, but in the case of an equality of votes the Chair shall have a second and casting vote.

8.2 Committee Quorum

- 50% of the elected members of KASHS Committee who attend any properly constituted committee meeting shall form a quorum for the purpose of the meeting of the committee and all other Committees subsequently formed.

8.3 Meeting Quorum

- 20% of members of KASHS who are entitled to vote and attend either the Annual General Meetings of the Association, or any properly convened Special General Meeting, shall constitute a quorum.

9. Committee Responsibilities.

9.1 The committee shall be responsible for;

- conducting negotiations with the Knaresborough Town Council (KTC) and North Yorkshire Council (NYC) for the letting of Stockwell Road and Hawthorn Avenue Allotments.
- entering an allotment site letting agreement with the KTC and NYC for Stockwell Road and Hawthorn Avenue Allotments - “the lease.”
- ensuring compliance with the terms of the lease.
- the letting of individual plots, the setting and collection of rents and any other levies that may be necessary from time to time.
- ensuring compliance with the Tenancy Agreement and the Allotment Rules.

9.2 The Committee may authorise payments for works or materials necessary for the maintenance of the site, subject to obtaining approval at a General Meeting before incurring any major expenditure. Major expenditure means a sum of £500 or more, or such other figure as shall be agreed by the Association at a General meeting.

9.3 Once a year, the Committee shall convene an Annual General Meeting of the Scheme for the purpose of presenting an Annual Report to tenants. This should include the audited or independently examined Statement of Accounts, election of Honorary Officers, election of representatives to serve on the Committee, appointment of auditors or independent examiners and to consider, whenever necessary, proposals to amend this Constitution and other business of which due notice has been received. A minimum of 14 days' notice of this meeting will be given in writing or by electronic means to all members.

9.4 The Treasurer and Secretaries shall keep accurate records of their dealings on behalf of KASHS, which shall be available for inspection upon reasonable and appropriate request made by a member, although the Committee reserves the right to redact such minutes to meet any statutory obligation or maintain privacy and sensitivity in included matters.

10. Finance

10.1 All monies raised by or on behalf of the Scheme shall be applied to further the objectives of the Scheme and for no other purpose.

10.2 The Treasurer shall keep such records as the Committee agrees.

10.3 All 'elected officers' shall be indemnified, up to the totality of the assets of KASHS on hand, against any losses or liabilities incurred by them, whilst performing their duties in respect of the Scheme, provided that they are acting reasonably and/or with the advice and/or express consent of the committee at the time the loss or liability was incurred.

10.4 Nothing in paragraph 10.3 will indemnify any elected officer against any loss or liability, which arises out of their individual or collective gross negligence, fraud, or any criminal activity on the part of the officer/officers listed, whilst acting on Scheme business.

10.5 Liability in such instances will no longer be deemed to be joint and several across any other uninvolved 'elected officers'.

10.6 The Scheme reserves its right to commence such civil or criminal action it sees fit to recover any loss from any party, including officers, who have caused loss to the Scheme in regard to paragraph 10.4 and also to recover loss from any party identified to have caused loss or damage to the Scheme or property, over which it has title or control.

11. Dissolution

11.1 If the Committee, by a simple majority, decides at any time it is necessary or advisable to dissolve the Scheme, it shall call a Special Meeting as detailed in paragraph 9.3.

11.2 If such a resolution is confirmed by a simple majority of those present and voting at such a meeting, the Committee shall have the power to dispose of any assets held by, or in the name of the Scheme, after meeting any liabilities.

11.3 Any assets remaining after the satisfaction of any proper debts and liabilities, and repayment of any unused portion of rents, shall be applied towards such local horticultural charitable purposes, as agreed at the meeting.

12. Alterations to the constitution

12.1 Any proposal to alter this Constitution must be delivered in writing or by electronic means to the Secretary, not less than 14 days before the date of the meeting at which it is first to be considered.

12.2 An alteration will require the approval of a simple majority of individual members of the Scheme present and voting at a properly convened and quorate General Meeting after the matter has been subject to debate.

12.3 Notice of each such meeting must have been given in accordance with normal procedure, but not less than 14 days prior to the meeting in question and must include the wording of the proposed alteration.