

CONSTITUTION OF MEOLE BRACE GARDEN & ALLOTMENT CLUB

1. NAME AND PURPOSES

The club shall be known as **the Meole Brace Garden & Allotment Club, hereafter known as 'the Club'**

1.1 **The aim** of the Club is to promote gardening as a recreational activity, and to stimulate and maintain members' interest in all aspects of horticulture and promote good fellowship amongst members.

1.2 The Club shall **administer and let allotments** within the Meole Brace area on behalf of Shrewsbury Town Council.

1.2.1 Concessionary rent rates are available for up to one full plot (or part plot equivalents) per member unless otherwise specified by Shrewsbury Town Council.

1.2.2 A registered allotment holder must be the principal active worker on his/her allotment. If, in the Committee's judgement, the registered allotment holder is not the principal active worker and/or is registered solely to secure a concessionary rent rate as a proxy for a partner or colleague then the Committee may terminate that proxy allotment holder's tenancy and reallocate the allotment as appropriate.

1.3 **The name** of the Club shall be used in any correspondence

2. GOVERNANCE and REGULAR MANAGEMENT

2.1 **Governance** of the Club shall be vested in the Annual General Meeting.

2.2 **Regular management** shall be delegated to the Management Committee.

3. PRESIDENT

3.1 A **President**, whose title & duties shall be honorary, shall be elected at AGM.

3.2 A **Vice-President** shall be elected at the AGM with a view to that person succeeding to the Presidency, if elected at the next AGM.

3.3 Written **nominations** for the office of President and Vice President duly seconded and signed by the nominee must be given to the Secretary at least 14 days before date of AGM

4. MANAGEMENT COMMITTEE (hereafter known as 'the Committee') and OFFICERS

4.1 The Committee may not exceed **15 elected + up to 2 co-opted i.e. 17 members**. It will consist of a

Chairman, Treasurer, Secretary, Allotment Secretary and ordinary Committee members. All members of the Committee shall be Club members.

4.2 Election of Officers and ordinary Committee Members

4.2.1 Officers and ordinary Committee Members shall be elected as required at the Annual General Meeting (AGM) –see below

4.2.2 Following the AGM at which the **Officers** (Chair, Secretary, Treasurer and Allotment Secretary) were elected he/she may **hold his/her office for 2 years** and are eligible for re-election.

4.2.3 **Ordinary members elected to Committee shall serve for 3 years**, one third retiring at each AGM, and shall be eligible for re-election.

4.2.4 **Written nominations** for Officers and members of Committee duly seconded and signed by nominee must be given to the Secretary at least 14 clear days before date of AGM

4.2.5 **Unopposed nominees** for officer or committee positions will be subject to a simple majority 'for or against' **vote of approval** by members of the Club present at the AGM before the appointment is made. If the appointment of the nominee is not approved then he/she will not be eligible to take up the position he/she was nominated for.

4.3 The Committee may **co-opt Club members** to assist in its work. Such members will be non-voting and will not count towards a quorum.

4.4 Committee member **resignations** shall be made in writing to the Secretary.

4.5 The Committee may **fill any vacancy** including that of an Officer arising during the year. Members so appointed will be full voting members of the committee and count towards a quorum. To remain a member of the Committee, members appointed in this way must stand for election at the subsequent AGM.

4.6 The Treasurer, Secretary/Secretaries, Allotment Secretary and Inspector of accounts (see 8.9) may receive an annual **Honorarium** for their services. This amount will be agreed by the AGM at the end of the year and will be paid retrospectively.

4.7 Committee members must **declare any personal or commercial prejudicial interests** at the start of a meeting and at the discretion of the Committee may be asked to leave the room and/or abstain from voting if it is felt appropriate.

4.8 The Committee may **expel a member from the Committee** on a simple majority if, in the opinion of the Committee

- the conduct of any Committee member be either injurious to the character and interests of the Club or
- a Committee member has failed to attend 3 meetings in any year for reasons unacceptable to the Committee.

Such a decision must follow an open discussion that gives the member an opportunity to put their point of view. Votes may be secret, but the voting numbers and result will be noted in the minutes.

4.9 The Committee shall have the power to appoint **sub-committees** drawing on the Club membership for any special purposes. Sub Committees must have written terms of reference including any delegated powers and must include at least 2 members of the Management Committee, one of whom shall act as chair. Sub Committees must report back to the Management Committee at the first available opportunity.

4.10 The Committee shall take out **legally necessary insurances**. Also other insurances as are deemed appropriate

4.11 The Secretary will keep an **updated list of committee members** with their contact details noting when they were elected, and will maintain a record of attendance at meetings

5. MEETINGS OF MANAGEMENT COMMITTEE

5.1 The Committee will **endeavour to meet** on the 1st Monday of each month

5.2 **A quorum** for committee meetings will be 30% of the current committee or 5 members whichever is the greater.

5.3 **If the chairman is absent** members of the committee shall elect one of their number to act as chairman for all or part of the meeting

5.4 **Committee decisions** shall be made by a simple majority. In the case of an equal number of votes being cast both for and against, the Chairman shall have the casting vote.

5.5 Any two of the Chairman, Treasurer, Secretary, Allotment Secretary or, failing sufficient availability of Officers, an experienced committee member may agree and take any **emergency actions** required as long as they conform to the purposes (see section 1) of the club where it is not practicable to present the situation to a normal meeting. Such actions will be reported at the next meeting.

5.6 **Inadvertent failure to comply** with the requirements of the constitution shall not invalidate decisions made up to the point when such non compliance was pointed out

6. GENERAL CLUB MEMBERSHIP

6.1 Club Members shall be

- a) gardeners, or those with an interest in gardening, living or working within Shropshire **OR**
- b) (by obligation) allotment holders holding a plot or plots within one or more of the three Meole Brace allotment sites **OR**
- c) such other persons as the Committee may admit

6.1.1 **Membership of the Club and allotment allocation** shall be at the discretion of the Committee

6.2 The Committee shall keep a regularly **updated list of Club members**. This list shall contain the contact details e.g. name, address, e-mail address and phone number of members. Use of this list must comply with the Data Protection Act

6.3 Members will be required to pay such **annual subscriptions** as are agreed at the Annual General Meeting and other fees levied at the discretion of the Committee e.g. for replacement keys

6.4 The **Club membership year** shall run from October 1st to September 30th the following year. Any member who has not paid the annual subscription for the coming twelve months by April 1st shall be deemed to have resigned. Members are not entitled to a refund of the annual subscription except under exceptional circumstances as agreed by the Committee.

6.5 Club member **resignations** shall be made to the Secretary.

6.6 Expulsion from the Club

6.6.1 If, in the opinion of the majority of the Committee, the conduct of any Club member be injurious to the character and interests of the Club, that Club member may be expelled.

6.6.2 Notice of intent to expel a Club member shall be sent to him/her in writing to the address kept in the register at least one month before the meeting considering such expulsion

6.6.3 Any Club member so expelled will have the right of appeal to the Committee in person.

6.6.4 At the appeal meeting the Committee shall invite, if the appellant is an allotment holder, a representative of Shrewsbury Town Council to chair the meeting and act in an advisory capacity but without the power to vote.

6.6.5 Any allotment holding Club member expelled from the Club will automatically forfeit their right to hold an allotment and any fee rebate

6.7 The Committee may recommend potential **honorary fixed term or life memberships** to the AGM (see 8.10).

6.8 Constitution and Policies – access and compliance

6.8.1 A copy of the Constitution and summary policies shall be given to all new Club members and to all Club members following significant amendments.

6.8.2 Club Members shall confirm in writing that they agree to comply with the Constitution and policies of the Club.

7. FINANCE

7.1 The Treasurer shall take care of all money belonging to the Club. The Club's funds shall be **deposited with a bank** or any other bona fide regulated savings organisation agreed by the Committee and disbursed in a manner agreed the Committee. Cheques shall be **signed by any two** of the following: Chairman; Treasurer; Secretary; Allotment Secretary with a preference that the Treasurer should be one.

7.2 The Treasurer will be responsible for arranging the Club's insurance(s) as agreed by the Committee (see 4.10)

7.3 The Treasurer shall give a **financial report** to the meetings of the Committee, and this will be noted in the minutes.

7.4 The Treasurer will present a **written financial report to the AGM**.

7.5 The Club's **financial year will be from October 1st to September 30th**. The Treasurer shall prepare income and expenditure statements and balance sheet for examination by the Inspector of accounts appointed at the AGM and present the approved accounts to the AGM.

7.6 The inspected accounts shall be circulated at the AGM.

8. GENERAL MEETINGS

8.1 The **AGM shall be held in November** of each year and shall vote to accept the Annual Report and Annual Accounts. Members shall receive at least 14 days notice of the date, time and place of the meeting, and of any special business.

8.2 **Agenda items** for the AGM must be sent in writing to the Secretary 14 days before the AGM

8.3 **The quorum** for an AGM or Extraordinary General Meeting (EGM) shall consist of a minimum of 20 Club members

8.4 At the written request of at least 10 members the Chairman will **call an EGM** for a specific purpose. All members shall receive 14 days notice of such a meeting with details of the agenda.

8.5 The AGM, having heard the advice of the Treasurer, shall agree the **rates of Club membership subscriptions**.

8.6 **Any Club member** present at the AGM shall have **one vote**. Where the votes cast are equal, the Chairman shall have a deciding vote in addition to his/her normal vote.

8.7 The **Chairman** of the Management Committee shall preside at the AGM or EGM. If he/she is unable to attend, Club Members will elect an acting chairman for the purposes of the meeting.

8.8 **No political or sectarian issue** shall be raised or discussed at either an AGM or EGM.

8.9 The AGM shall each year appoint an independent Inspector of accounts and elect officers and committee members as required (see 4.2)

8.10 The AGM shall have to power to approve honorary fixed term or life membership of the Club

8.11 In the event of restrictions preventing the AGM in November, it shall be held as soon as possible when restrictions are lifted, or if reasonable, combined with the following year's AGM.

8.12 In exceptional circumstances, if agreed in writing (physical or electronic) by a minimum of 15 Club members, the AGM may be held virtually, using electronic telecommunication.

9. AMENDMENTS to the CONSTITUTION and RULES for ALLOTMENT HOLDERS

9.1 The **Constitution may only be amended**, by a 75% majority of the Club members present at an AGM or Extraordinary General Meeting (EGM)

9.2 The **Rules for Allotment Holders** may only be **amended**, by a 75% majority of allotment holding Club Members present at an AGM or Extraordinary General Meeting (EGM) and where there is a quorum of at least 20 allotment holding Club members

9.3 Any amendment to the constitution will be **recorded** in writing and signed by the Chairman and Secretary of the Club.

10. AFFILIATIONS

The Club shall affiliate to appropriate bodies at the discretion of the Committee

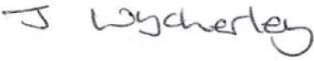
11. DISSOLUTION OF THE CLUB

The Club may be dissolved at any time by the consent of 75% of the Club members, testified by their signatures to an instrument of dissolution. This should set out clearly what is to happen to any assets and residual cash after payment of expenses.

THIS CONSTITUTION was adopted as the constitution of the Meole Brace Garden & Allotment Club at the Annual General Meeting of held on 22nd November 2021

Signed:  (Chair)

Print name.....Sharon Skelton

Signed:  (Secretary)

Print name.....Jayne Wycherley

SUMMARY of CLUB POLICIES

Equal Opportunities Policy – The Club membership is open to anyone who requests membership and, if desired, an allotment, irrespective of gender, age, ability, disability, ethnic background or any other categories of person described in current Equality and Diversity legislation providing they observe the Constitution and (for allotment holders) the Rules for Allotment Holders.

Club Membership is conditional upon the Club subscription and annual rent (in the case of allotment views or activities on the allotment sites or at Club events and any members of the public who may be on the allotment sites or at Club events.

The Committee updates the Club's overall Risk Assessment Policy on a regular basis.

Privacy Policy (conforming to General Data Protection Regulations). The Club requires member's consent to hold information about them and how it shall be used. This information will be deleted when a member leaves the Club. holding of an allotment.

Allotment Allocation Policy – this offers guidance to the Allotment Secretary, committee members and Club members on how allotments are to be allocated and waiting list management.

holding members) being fully paid by the date set by the committee. No individual or group will be permitted to put the Club or its members at a disadvantage through their

Health and Safety Policy - Each member is reminded that they have a duty of care towards other members

Waste Material Policy

Guidance for Allotment Holders on how to deal with the disposal and removal of waste material in relation to the holding of an allotment.

Commercial Activity Policy

Guidance for Allotment Holders concerning commercial activity in relation to the holding of an allotment.

(For non allotment holding Club Members)

CONFIRMATION of Acceptance of Meole Brace Garden and Allotment Club CONSTITUTION and POLICIES

I/We (Print names in capitals)

1.....

2

have read the Meole Brace Garden and Allotment Club Constitution and the Summary of Club Policies and accept them

Signed:

1.....

2.....

Date.....

Contact details - Person 1

Address:

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.....
.....

Telephone:

Mobile:

Email:

Date of Birth:

Contact details - Person 2

Address:

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.....
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Telephone:

Mobile:

Email:

Date of Birth:

MEOLE BRACE GARDEN & ALLOTMENT CLUB (described in this document as 'the Club')

RULES for ALLOTMENT HOLDERS

1. INTRODUCTION

- 1.1 **The aim** of the Club is to promote gardening as a recreational activity, and to stimulate and maintain members interest in all aspects of horticulture and promote good fellowship amongst members.
- 1.2 The Club **administers and lets allotments** within the Meole Brace area (currently Stanley Lane, Washford Road and Vicarage Road) on behalf of Shrewsbury Town Council, which sets an annual charge to the Club and determines the level of rent paid for an allotment (including concessionary reductions).
- 1.3 An allotment is primarily for the **growing of fruit, vegetables and flowers for family and friends**. As an allotment holder, a member is responsible for maintaining and hopefully improving the fertility, productivity and healthy condition of the land in his/her stewardship
- 1.4 Membership of the Club includes people with gardens and/or an interest in gardening as well as allotment holders and is conditional on payment (in advance) by April 1st each year of an **annual subscription** set by the Management Committee. No refunds or reduction for fractions of a year are available except at the discretion of the committee in exceptional circumstances.
- 1.5 Anyone wishing to hold an allotment **must be a member of the Meole Brace Garden and Allotment Club**.
- 1.6 We actively encourage members to visit other allotment plots on their and other Club sites to share experience and learn from one another
- 1.7 These Rules for Allotment Holders **have been agreed at a Club General Meeting** (Annual or Extraordinary) and have been guided by model rules devised the National Association of Allotment and Leisure Gardeners (NASLG)
- 1.8 A copy of the **Rules for Allotment Holders** along with the Club Constitution and summary policies will be given to all new allotment holding Club members and to all existing allotment holding Club members following significant amendments. These documents will be displayed at an appropriate place on each site with a note on notice boards saying where they can be found.
- 1.9 The Club Constitution and Rules for Allotment Holders **can be amended** at an Annual or Extraordinary General Meeting with a 75% majority

of those present subject to a quorum of at least 20 Club members. See the Constitution for more detail

Membership of the Club and **allotment allocation** is at the discretion of the Management Committee

- 1.10 The Club shall **not be held liable for any accidents** to members or other persons on the allotment sites

2. THE ALLOTMENT SECRETARY:

- 2.1 is responsible for **day to day management** of the allotment sites. This includes the maintenance of appropriate records. He/she is the appointed agent of the Management Committee and as such is the normal first point of contact between allotment holding Club members and the Committee
- 2.2 reserves the right to make regular **unannounced viewings** of allotment plots, which may be followed by an offer of help and guidance whenever necessary.
- 2.3 will provide **receipts** on request for membership subscriptions and rental monies recording the date paid and the period covered, together with the name of the member.
- 2.4 is the first point of contact for items stored in Club sheds

Contact details for the Allotment Secretary can be found on the Club Membership card and in the Club newsletter

3. GENERAL RULES FOR ALLOTMENT HOLDING MEMBERS (known as a 'members' hereafter) – members should:

- 3.1. confirm in writing that they agree to **comply with the Rules for Allotment Holders** (see 1.7/1.8) in addition to the Club Constitution and Policies
- 3.2. **pay, in advance, annual rents and subscriptions** which will be due no later than **1st APRIL each year**. If a member has not paid his/her allotment rent(s) and Club subscription by April 1st he/she shall be deemed to have terminated his/her membership of the Club and his/her tenancy. If there are mitigating circumstances the Committee may reinstate a member.
- 3.3 **cultivate allotment(s)** in a way (determined by the committee if a dispute arises) that is primarily for the growing of fruit, vegetables and flowers and does not
 - interfere in a material way with the enjoyment of neighbouring allotment holders and local residents
 - compromise the quality of the environment
 - waste natural resources (e.g. water)

3.4 be **courteous** to other allotment holders and **refrain from causing any nuisance**

3.5 **notify the Allotment Secretary** of any change of **contact details**.

3.6 **display the plot number** on his/her allotment(s)

4. SPECIFIC RULES

4.1 Pathways – members should:

4.1.1 **maintain their pathways with** a minimum path width of 600mm (2ft) around each plot. Specific responsibilities for path maintenance will be defined by the Allotment Secretary as required.

4.1.2 ensure that the **grass paths** he/she is responsible for are **trimmed appropriately** and surfaces are made reasonably **even and level**

4.1.3 **refrain from using grass killing weed killer** on paths

4.1.4 keep **paths free of hazards** to allow free and unimpeded access

4.1.5 not allow their cultivated plot **encroach on any path or roadway**

4.2 Sub letting/commercial use - members are not allowed to:

4.2.1 **sub-let** an allotment plot or plots or parts thereof

4.2.2 make use their allotment plot(s) or produce for **commercial activity**

4.3 Weeds and Pests - Members have a responsibility to:

4.3.1 control, inhibit and remove **invasive and pernicious weeds**, such as those that

- spread through the extension of roots (eg. Couch Grass & Ground Elder)
- generate new plants from growing tips in contact with the soil (e.g. brambles).
- spread seeds from seed heads after flowering (e.g. Dandelions)
- are overtly poisonous (e.g. Deadly Nightshade)

4.3.2 remove **long grass or rubbish** that is likely to harbour slugs & snails (which may forage in neighbouring plots).

4.4 Disposal and Removal – members must:

4.4.1 keep fences and hedges **clear of rubbish**.

4.4.2 **not dump** of stones, rubble or rubbish anywhere

- on the allotment site
- on the public highway
- on network rail property.

If members trespass on the railway embankment or railway line they are liable to prosecution by Network Rail and the Club will not be held responsible for their actions.

4.4.3 **not remove** or cause to be removed **any soil** from the site, without obtaining permission from the Committee.

4.4.4 **not have bonfires**

4.4.5 not put **stone, excessive soil or solid material** in green waste **'wheelie' bins** or overfill them so that they are difficult to move

4.5 Structures, fencing and property

4.5.1 **No barbed wire** may be used by an allotment holder on or around a plot.

4.5.2 If a member wishes to **erect a hut, shed, poly tunnel, greenhouse or other significant structure** on their plot(s), they must consult the Allotment Secretary in the first instance before proceeding. The Allotment Secretary will, if necessary seek a ruling from the Committee. If approved, members must maintain these structures in a good state of repair. At the end of tenancy structures belonging to the outgoing tenant must be removed unless there is an agreement between the Allotment Sec, the new tenant and the outgoing tenant.

4.5.3 Members private property left on site will be entirely at **owners risk**.

4.6 Animals

4.6.1 **No livestock or pets** may be kept anywhere on any of the allotment sites.

4.6.2 **Dogs** are allowed on allotment sites subject to being kept **under control** and not being a nuisance to other members. All **dog excreta must be removed** immediately by the person responsible for the dog.

4.7 Bees

4.7.1 The **keeping of bees in hives** will be subject to Committee approval, which will specify acceptable locations and be in accordance with the Shrewsbury Town Council policy on bee keeping on allotment sites.

4.7.2 Committee **approval will also be conditional** on

- the approval of neighbouring plot holders
- a risk assessment followed by a detailed list of required measures designed to minimise risk
- the allotment holder wishing to keep bees on an allotment being a member of an accredited national or local Beekeepers Association.

4.8 Children

Members bringing children onto the site are responsible for their **safety and good behaviour** and not being a nuisance to other members.

4.9 Gates and Security

4.9.1 Allotment site **gates should be locked** after the last member has left the site. Members will receive a key on joining and replacement keys will be available from the Allotment Secretary. There is a non-returnable charge (set by the Committee) for keys.

4.9.2 When an allotment holder ends his/her tenancy he/she must **return the key** to the Allotment Secretary

4.9.3 Members are responsible for **alerting the Allotment Secretary** to anything they feel may compromise the security of the allotments, property kept there or to people using the sites

4.10 Compost Bins

Compost bins allocated to allotment holders by the Club must be used for their intended purpose. If not they may be reallocated.

4.11 Water conservation

In the interests of **water conservation** members must not leave sprinklers and hosepipes dispersing water **unattended** nor use such appliances excessively. Hosepipes must be **disconnected** from standpipes after use.

5. DISPUTES and COMPLAINTS

5.1 The Club expects members to be able to **resolve their differences in a reasonable manner**. If this is not possible, members should contact the **Allotment Secretary** who, with reference to the Committee if necessary, will be the final arbiter in the case of a dispute that cannot be resolved by the parties concerned.

5.2 Any **formal complaints** should be made in writing to the Allotment Secretary who will take it to the next Committee meeting. A response will be issued within two months and preferably sooner. Informal complaints should be taken up in the first instance with the Allotment Secretary

6. NON COMPLIANCE with RULES


6.1 Members are expected to use their allotments for cultivation and associated activities and to comply with the Constitution of the Club and the Allotment Holder Rules.

6.2 If, in the opinion of the Allotment Secretary and a majority of the Committee, a member fails to cultivate his/her allotment satisfactorily (according to a set of criteria approved by the Committee and given to the allotment holder concerned) and/or to comply with the Rules, he/she will be asked to improve the plot and/or comply with the Rules. **If after 21 days no satisfactory improvement has been made**, or act of compliance, nor acceptable reason given, **7 working days notice to quit** his/her holding(s) will be served on the member. The member has a right of appeal against the notice to quit within that 7 working day period by notifying Shrewsbury Town Council (STC) which will set up an **Appeals** panel. The Club will abide by the decision of STC but reserve the right to start the process again after a reasonable period if there is no improvement.

6.3 If an allotment holder has received **warnings** in writing of non compliance with the Rules **on three successive occasions** over a reasonable period defined by the Committee then he/she shall be given notice to quit subject to appeal as described in 6.2

These Rules were approved at the AGM of the Club held on 22nd November 2021

Signed:



Sharon Skelton
Chairperson

(For Club Members who are also Allotment Holders)

**CONFIRMATION of ACCEPTANCE of Meole Brace Garden and Allotment Club
CONSTITUTION and POLICIES and COMPLIANCE with ALLOTMENT CLUB RULES**

I/we

1.

2.

(Print names in capitals)
of Site & Plot no).....

have read the Meole Brace Garden and Allotment Club Constitution, Summary of Club Policies and accept them
and have read the Rules for Allotment Holders and agree to comply with them

Signed:

1.....

2.....

Date.....

Contact details – Person 1

Address:
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.....
.....
.....

Telephone:

Mobile:

Email Address:

Date of Birth:

Contact details – Person 2

Address:
.....
.....
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Telephone:

Mobile:

Email Address:

Date of Birth: