**Clepington Gardens Allotment Association Constitution**

 **(April 2025**)

 **Established** **1865**

1. **Objectives of the Association**
* To advance environmental protection or improvement by encouraging a variety of people to the use allotments for cultivation of fruit and vegetables and by helping to raise awareness of issues such as food waste, reducing food miles, increasing composting and issues surrounding the protection of the environment.
* To provide recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities are primarily intended by providing affordable allotment spaces and opportunities for people to keep physically and socially active.
* In furtherance we will
* Actively promote, encourage and protect local wildlife
* Create a climate of cooperation and effective participation on allotments policies and practices city wide learning from models of good practice.
* Provide and promote allotment plots to organisations that work with the vulnerable and disadvantaged to develop vocational, interpersonal skills and gardening skills.
* Enable Clepington Gardens Allotment Association to be a source of education and inspiration for the whole of Dundee city in good food, healthy living and promoting biodiversity.
* Provide a sustainable way of producing good quality, locally grown food.
1. **Management**
* The Association will be managed by a committee of Office bearers and Association members as follows :-
1. Chair – to chair all Committee meetings.
2. Vice- Chair – to support the Chair and act as default chair in the absence of the Chair.
3. Secretary
4. Treasurer
5. Vice-Treasurer
6. Additionally, not less than 3 and not more than five members of the association.
* The Committee shall be elected for a two year period by nomination or ballot at the Annual General meeting of the Association members. A mix of post holders, and Association members will be trustees of the charity. Retiring members shall be eligible for re-election.
* The Committee shall hold monthly meetings on agreed dates, with five members forming a quorum. Resolutions are carried on a one vote per person basis – in the event of a tie the Chair (or default vice-chair) will have an additional casting vote, returning a majority.
* The Committee shall circulate draft minutes of the September committee meeting held prior to the October AGM, and in sufficient time that allows members to submit potential resolutions.
* The Committee may fill any vacancy that may occur during the year by co-opting other members of the Association as required. The Committee additionally has the power to appoint and delegate powers and responsibilities to a sub-committee.
* Communication for inclusion on meeting agendas must be lodged with the Secretary not less than three days prior to the meeting.
* The committee may appoint sub-committees to with any subject event i.e. open days, flower shows, training etc.

The Secretary shall be responsible and hold in safe custody all correspondence and documentation relating to the Association. These records are to be passed on retiring from Office. The Secretary is not responsible for documentation relating to the post of Treasurer.

1. **Allocation of Allotment Plots**

When a plot becomes vacant, the person or body managing the allotment site (i.e., the Association), may offer the vacancy as a transfer to an existing member (individual leaseholder), or members (joint leaseholders) of the site (Association) prior to recourse to the waiting list.

1. : Association members, individual, and both parties of a joint leasehold who wish to transfer to another plot should contact the Association Secretary to include their details on a transfer list held by the committee. Any vacancy will be offered to existing members as their name appears in order on said transfer list. Where a joint leasehold exists, both members transfer, individual members are not eligible to transfer. However, as a second member they may add their name to the Association waiting list, provided they are of differing households. Members granted a transfer should leave their original plot in good condition. Any shed/greenhouse etc that requires financial agreement may be referred to the Committee to establish a reasonable valuation.
2. Waiting List. The Association shall hold a waiting list and allocate vacant plots to prospective members in the order that their name appears on said list. People on the waiting list who decline three plots are returned to the bottom of the waiting list. Applications for membership will be accepted from those that live in Dundee and surrounding district.

Without prejudice to existing rights, in future, membership for any plot will be limited to two per member and each member must sign the missive of let. In the event of a member terminating their tenancy, the tenancy will continue with the remaining member of the tenancy agreement.

1. Termination of tenancy should be in writing to the Secretary giving at least one month’s notice.
2. Termination in the event of death – the Association will allow heirs/family access to personal belongings and disposal of goods including sheds/ greenhouses. Any unclaimed property will be held securely for a three month period after which they will become subject to Association procedures.
3. Members are not permitted to sub-let their plot.
4. **Rent**/**Deposits**
5. Annual rent for allotment plots is charged on a per pole basis (a pole is equivalent to 5.03 meters).
6. The rent includes cost of lease of the land, insurance electricity and water.
7. New members of the Association will be required to pay a returnable deposit fee for a gate key issued to allow access to the allotment site. The deposit is returned when keys are returned on lease termination. Association membership fees are non-returnable.
8. Annual rent period runs from 1st December to 30th November subject of lease form the William Neish trust. Allotment plots let within this period will be charged an apportioned rental rate as set by the committee.
9. Plot rents and Association membership fees are paid annually in advance, and payable during November. Rents not paid by 30th November renders a member liable to an additional administration fee of per week. The committee will consider requests for late payment, applied for in person, before 30th November. Unpaid rents, without prior agreement, not received by 31st December will render a member liable to eviction from the Association.
10. **Cultivation of Allotment Plots**

Members must cultivate their plots annually and prepare for the next growing season . Plots to be cultivated for production of vegetable, fruit / or flowers. Plots should be kept neat and tidy and free of seeding and invasive species. On termination of lease, members should leave the plot in a cultivated position.

1. **Maintenance of Allotment sites**
2. The allotments association will ensure all communal areas are maintained in a safe, neat and tidy condition.
3. Members are responsible for the maintenance of pathways adjacent to their plots. The inspection of pathways form part of the inspection policy and is covered in Section Association inspections.
4. **Building and other structures**
5. No building or structure should be erected without prior permission of the Association. Members wishing to erect greenhouses/ sheds on site must submit a written request to the Association Management Committee for consideration and approval. Details of the structure size and materials to be used should be included in the submission. The management committee will consider the request at their monthly meeting and advice of acceptance or rejection of the request. Any structure erected without prior permission may result in the member being requested to dismantle the structure.
6. Upon vacation of the allotment plot the tenant may dismantle the structure or request the Management Committee to ask the new tenant to pay a fee for the structure which can be passed to the vacating tenant or the vacating tenant may state any monies received should be added to the Association funds.
7. Building and structures will be subject to annual inspection by the Management Committee to ensure that they are maintained in a safe condition.
8. As trustees the Management Committee shall pay special care and maintenance and storage of the Association equipment and the maintenance of the association huts both structurally and decoratively. One of the huts shall be retained for the communal use of its member and wider community.
9. **Keeping of Livestock**

The keeping of livestock and birds on any allotment plot or site is strictly prohibited. The only exception to this is the keeping of bees.

1. **Inspections**
2. The committee will carry out inspections every two months from the beginning of March through to the beginning of November. The dates of inspection will be posted on the main hut noticeboard prior to inspections.
3. Evidence of preparation for annual cultivation should be noted by the May inspection, and the plot should be under full cultivation by the end of June.
4. Members failing to meeting a good standard of maintaining their plot and utilising the space for growing purposes will be issued with a warning detailing the areas requiring action. Should a second warning be issued to the same member within a 6 month period for failure to meet standards will result ina notice of eviction being issued.
5. New members are automatically placed on a 12 month probationary period and the committee will closely monitor progress and problems that may cause concern. If progress is deemed unsatisfactory over the probationary year a notice of eviction will be issued.
6. The Committee has the discretion to waive notices in cases of exceptional circumstances should a member lodge an appeal in writing.

**10.Property**

1. In addition to the communal property stated in the buildings section, the Committee acts as trustees for the care, maintenance and storage of equipment currently owned and hereafter acquired by the Association.
2. The Committee shall have the power to purchase on behalf of the Association items which can be sold to Association members and to the local community in the communal shop (e.g. compost, fertilisers, seed potatoes etc.). These items are available to purchase during times advertised on the general noticeboard, Facebook page and web page.
3. The Committee shall have the power to promote garden competitions and shows amongst the members of the Association and participate in external events or exhibit produce in the name of the Association. The Committee shall have the powers to engage and participate with agencies and organisations allowing members of the public to access the allotment site for the purposes of promoting the aims and objectives of the Association.

 **11.Finance**

1. All active members shall be required to pay an annual membership fee as determined by the Management Committee.
2. All monies belonging to the Association shall be lodged in a bank, nominated and verified by the Committee. All accounts shall be verified and cheques and bank transfers in payment thereof, signed, after approval by the Committee, by any two of the nominated signatories.
3. The financial year of the Association shall commence on 1st September. An annual receipts and payments account including a statement of balances , A financial Examiner Report and a Trustees Annual Report shall be distributed to all members at the Annual General Meeting. As a requirement of the Association holding Charitable Status, we shall submit copies of the accounts and reports to the Office of the Scottish Charity Regulator (OSCR).
4. All monies from active Members in connection with any event / fund raisers or purchase, shall be accounted for, and paid to the Treasurer by an agreed date.
5. Within two calendar months after any major fundraising event produced by the Association, the Treasurer shall prepare or cause to be prepared a full statement of the receipts and expenditure of that event and the same shall be open for the inspection of Members at such time and place as the Committee shall from time to time decide.
6. No two signatories of the Association bank account/s should be closely related. Closely related is taken as in the common usage and it may be assessed by the Committee and Association members if a concern is expressed.
7. The Funds, Property and assets of the Association shall be invested in the Committee in trust on behalf of the Association. Active members shall accept responsibility for the whole management of the Association, and for any financial loss which might be incurred.
8. Accounts will be independently verified by a suitably qualified and competent person in accordance with standard financial practice.
9. Nothing herein shall prevent the payment in good faith, of the reasonable and proper remuneration to any employee of the Association, fees to professional and technical advisers, or the repayment to members of the management committee and volunteers of reasonable out of pocket expenses.

 12.**General Meetings**

1. The Annual General Meeting (AGM) of the Association will be held in the same month each year- the date of which will be advertised at least 21 days before the meeting date.

Resolutions for inclusion at the AGM must be lodged with the Secretary at least 14 days before the date of the AGM.

The AGM will have a presentation of reports from the Chair, Secretary and Treasurer- covering the previous year period.

Tother business covered by lodged resolutions will be transacted.

Current office bearers and Committee members shall retire.

Retiring office bearers and Committee members are eligible for nomination to be r-elected. Election of office bearers may be by nomination or ballot.

1. A General Meeting may be called by the Committee giving fourteen days notice of the meeting date.
2. An Extraordinary General Meeting may be called by the Committee or on demand of ten Association members, having signed and lodged in writing the subject of the meeting with the Secretary. The meeting date will be within 14 days of receipt of the request.
3. A Special General Meeting other than the AGM is the only time when changes to the Association constitution may be addressed. A Special General Meeting called specifically to address matters of the constitution will be advertised three weeks before the meeting date. Changes to the constitution requires that in order to implement changes, a voting criterion of 75% of attending members required to endorse said changes. Only fully paid-up members are entitled to vote at meetings.
4. All General Meetings require 25% of total membership. Should this not be achieved the meeting will be formally adjourned and rescheduled for a future date.

13. **Dissolution**

The Committee, acting as trustees, shall have the power to dispose of assets held by or on behalf of the Association. Assets remaining after satisfaction of debts and liabilities of the Association shall be transferred to another charity or charities having similar objectives to that of the Association. The identity of said charity or charities will be determined by Association members at, or prior to dissolution.

**14 Assets Lock**

For the avoidance of debt, the income and property of the Association shall be applied solely towards promoting the Associations charitable objectives.

15. Additional Advice, Rules and Regulations

1. Access to the allotment site shall be by gates on Arklay Street and Sandeman Street.
2. Entry gates must be locked at all times except on a Saturday and Sunday Morning where the main Arklay Street entrance will be open to the public to purchase gardening supplies via the store.
3. Children on site must be under the supervision of an Association member.
4. Gate keys must not be given to children under 16 years of age.
5. Dogs are permitted on site but must be on a leash and owners are responsible for cleaning up after their dog.
6. Cycling on site is not permitted
7. Members must provide their own composting facilities on their plots. Information regarding composting is available in the members hut.
8. Bonfires are permitted between November and March. Allotment holders must supervise bonfires at all times and not leave them unattended and must ensure that the bonfire is extinguished before leaving the site.
9. Members are not permitted to advertise the sale of produce unless this is an organised event by the Association.
10. Mutual fences between plots must be maintained by members and must not exceed in height.
11. Members must use water butts and barrels on site to collect rainwater. Hoses can be used on plots when water butts are extinguished with a restriction of 30 minutes per day. Unattended watering and use of sprinklers are not permitted.
12. Association members causing the Association to incur and unnecessary costs will be liable to have these costs recovered by the Committee.
13. Any member(s) found removing produce from another members plot without permission are liable to expulsion from the Association and allotment site.
14. Any member who creates or intends to create dissatisfaction, or attempts to bring discredit on the Association, subject to corroboration , shall be liable to expulsion from the Association.
15. Areas of planned structures on plots will be considered on each individual application. However any structure on any plot must not exceed 3 metres in height.
16. Members are encouraged to participate in association open days.
17. Members must keep the pathway adjacent tot their plot free of weeds.

Members must adhere to all terms and conditions contained herein, as members of the Association.

Glossary

Allotment Plot – An area of land that is leased on a per pole basis. This land is for the use of cultivation of vegetables, fruit and/ or flowers.

Communal structures – A structure or facility on any site that is accessed by a number of allotment plot holders (Association members). Structures on individual plots are not considered communal.

Allotment site and Plot Inspection Policy – This policy will outline inspection of plot criteria and monitoring of structure maintenance and safety.

Complaints Procedure – In respect of complaints between a member and the Association that cannot be resolved by the Committee.

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| Constitution Proposed and Adopted |
| Chair |  |
| Secretary |  |
| Date |  |