

# HOTWELLS & DISTRICT ALLOTMENTS ASSOCIATION LIMITED

**Draft 21 December 2020**

## RULES

Approved by the passing of a Resolution at the Annual General Meeting held on [ ]  
January 2021

These Rules are based on the model rules sponsored by **National Society of Allotments and Leisure Gardeners Ltd** described as **Model rules 2019** which have been confirmed as acceptable for use, for the time being, as a model set of rules under the Co-operative and Community Benefit Societies Act 2014.

## **List of Rules**

1. Name
2. Registration
3. Registered Office
4. Use of Name
5. Objects and Powers
6. Membership
7. Tenancy Agreement
8. Shares
9. Voting Rights
10. Management Structure and Organisation
11. General Meetings
12. Management Committee
13. Members' Rents
14. Financial Affairs
15. Copies of Rules
16. Amendment and Application of Rules
17. Indemnity
18. Dissolution

## **Hotwells and District Allotments Association Limited**

### **Preliminary**

Hotwells and District Allotments Association Limited is a community benefit society for the purposes of the Co-operative and Community Benefit Societies Act 2014 and is registered with the Financial Conduct Authority with number 6359R.

### **1. NAME**

1.1 The name of the organisation shall be Hotwells and District Allotments Association Limited ("the Society").

### **2. REGISTRATION**

2.1 The Society shall be registered as a community benefit society under the Co-operative and Community Benefit Societies Act 2014 ("the Act").

### **3. REGISTERED OFFICE**

3.1 The Registered Office of the Society shall be at 2 Kennel Lodge Rd, Bower Ashton, Bristol BS3 2JT.

3.2 In the event of any change in the situation of the Registered Office, the Society shall send notice to the Financial Conduct Authority in the required form.

### **4. USE OF NAME**

4.1 The registered name of the Society shall be displayed in a conspicuous position and in legible characters on the outside of its registered office and every other office or place in which its business is carried on and on all its websites.

4.2 The registered name of the Society shall appear in legible characters in all of its business correspondence and documentation, whether in paper form or electronic form, including notices, advertisements and other official publications, cheques and orders for money or goods, purporting to be signed by or on behalf of the Society.

4.3 Any documentation or publication produced or statements made under the heading of the Society must be approved by its Management Committee or under powers delegated by it.

## **5. OBJECTS and POWERS OF THE SOCIETY**

5.1 The objects of the Society are to:

- lease allotments to Members in the City of Bristol;
- promote allotment gardening as a community resource, encouraging participation and membership, working with local, regional and national bodies and contributing towards the Bristol City Council Allotments Strategy; and
- by various means, further the interests of Members with regard to the proper cultivation, good management and safe enjoyment of the allotments.

5.2 The Powers of the Society are to

- do all things necessary or expedient for the accomplishment of its objectives, including the power to deal in any way with land or buildings, to acquire land from local authorities or from any other person or body, to adapt any land so acquired for use as allotments, to acquire or erect buildings, to execute any other improvement, and let such land and buildings to Members of the Society;
- take measures to protect Members and the allotment sites against damage, trespass and theft;
- maintain the allotment sites and the facilities and if necessary erect, pull down, repair, alter or otherwise deal with any buildings thereon; and
- do all things necessary for the running of an allotment shop including the purchase and sale of seeds and all manner of horticultural supplies.

## **6. MEMBERSHIP**

6.1 Membership shall be open to individuals and other bodies who support the objects of the Society and who have paid the appropriate subscription, if any, and the annual rent for their plot. The Management Committee shall have the right to, for good and sufficient reason, reject an application for membership.

6.2 The membership of any Member who is in breach of the terms and conditions of his or her tenancy laid down in the tenancy agreement, or who has in any way acted to the detriment of the Society, may be terminated by resolution of a majority of members present at a General Meeting. The termination of membership under this Rule shall only be valid if at least one verbal request and one letter have been issued to the Member concerned on behalf of the Management Committee at least one calendar month prior to the General Meeting setting out the issue at hand and its referral to a General Meeting if not satisfactorily resolved within a reasonable and set time period.

6.3 A Member shall cease to be a member in the following circumstances:

- the death of the Member;
- the termination of membership under Rule 6.2 above;
- the withdrawal of the Member from the Society by sending notice in writing or by electronic means to the Secretary at the Registered Office of the Society or to any member of the Management Committee.
- the non-payment of rent or subscription, if any, for a period of 40 days after it becomes due.

6.4 The Society shall keep a Register of Members and Officers at its Registered Office containing Members' details as required by the Act, including the Member's and Officer's name, postal address and electronic mail address for the purposes of receiving notices or documents under these Rules or the Act; the date the person was entered on the Register as a Member or Officer; the date the person ceased to be a Member or Officer; and the Member's Site and Plot Number.

6.5 Proceedings on Death or Bankruptcy – Upon a claim being made by the personal representative of a deceased Member or the trustee in bankruptcy of a Member who is in bankruptcy to any property in the Society belonging to such a Member, the Society shall transfer or pay property to which the personal representative or trustee has become entitled as they may direct.

6.6 A Member may in accordance with the Act, nominate any individual or individuals to whom his or her property in the Society at the time of his or her death shall be transferred, but such nomination shall only be valid to the extent of the amount for the time being allowed in the Act. On receiving a satisfactory proof of death of a Member who has made a nomination, the Society shall, in accordance with the Act, either transfer or pay the full value of the property comprised in the nomination to the individual or individuals entitled thereunder.

## **7. TENANCY AGREEMENT**

7.1 All Members shall agree in writing, by signing a tenancy agreement, to accept, and be bound by, these Rules and to adopt appropriate plot and site management practices as set out by the Management Committee from time to time.

7.2 No changes to the tenancy agreement will be valid unless agreed by resolution of a majority of Members present at a General Meeting.

## **8. SHARES**

8.1 Each Member admitted under Rule 6 shall hold one non-withdrawable share, which is not transferable. The share shall have the nominal value of £1.00 which shall be treated as paid in full by a Member on joining the Society. One share shall be the maximum shareholding of any Member.

8.2 The shares held by Members shall not carry any interest and shall not confer any right to dividend.

8.3 The Secretary shall ensure that a register is kept of every issue or cancellation of shares by making an appropriate entry in the Register of Members relating thereto.

8.4 Upon withdrawal from membership all sums, if any, paid by the Member on account of a share in the Society shall be forfeited and the Member's share shall be extinguished.

## **9. VOTING RIGHTS**

9.1 Each Member shall be entitled to one vote at General Meetings of the Society.

## **10. MANAGEMENT STRUCTURE AND ORGANISATION**

10.1 The governance of the Society shall be vested in the General Meetings whilst day to day management of the affairs and property of the Society shall be delegated to the Management Committee.

10.2 The Management Committee shall have full power to superintend and conduct the business of the Society according to these Rules and, except as otherwise provided in these Rules, exercise on behalf of the Society for the purpose of accomplishing its objects the power conferred upon the Society by these Rules.

10.3 The Management Committee may make such arrangements as it considers appropriate, including the use of audio and video conferencing facilities, for the holding of General Meetings and meetings of the Management Committee such that Members may exercise their right to attend, speak and vote on the business of any such meeting.

10.4 Members may attend and vote at General Meetings, and members of the Management Committee may attend and vote at meetings of the Management Committee, by completing a Proxy Notice in the form required by the Secretary from time to time. Proxy notices may specify how the proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting.

## **11. GENERAL MEETINGS**

11.1 The Annual General Meeting and other General Meetings shall be held at such times as the Management Committee or a General Meeting shall determine, provided that not more than 15 months shall elapse between the date of one Annual General Meeting and the next.

11.2 A Special General Meeting shall be held whenever the Management Committee think expedient or whenever a written requisition for such a meeting (specifying the reason for the proposed meeting) signed by twenty-five Members is delivered to the Secretary. Should the Secretary fail to convene a Special General Meeting within four weeks after delivery of such requisition, the Members signing the requisition may convene such a meeting by giving such notice as is mentioned below.

11.3 At least fourteen days' notice in writing of every General Meeting, stating the business to be transacted at such meeting, shall be sent to every Member. Such notice may be sent by post to his or her address entered in the Register of Members or it may be sent by electronic means to any email address that such Member may have provided to the Society for communications. No business other than that stated in the notice shall be transacted at such meeting.

11.4 Every Member present at a General Meeting shall have one vote and where the votes cast in any matter are equal then the Chair shall have a casting vote in addition to his or her vote as a Member.

11.5 At all General Meetings the Chair, or if he or she be not present, a chairman elected by the Meeting, shall preside.

11.6 Unless otherwise determined at a previous General Meeting, a quorum at a General Meeting shall consist of 20 Members. No business shall be transacted at any General Meeting unless a quorum is present, including two of the Chair, Secretary and Treasurer.

## **12. MANAGEMENT COMMITTEE**

12.1 The Society shall have the following Officers provided their appointment shall have been approved by a resolution of the Members in General Meeting: a President, a Chair, a Vice Chair, a Treasurer, a Secretary, a Membership Secretary and such other Officers as may appear to the Management Committee, subject to the resolution of the Members in General Meeting, to be necessary for the conduct of the Society's business.

12.2 The Management Committee shall consist of all of the Officers of the Society together with such other Members as may be considered necessary or appropriate by the Management Committee. The Management Committee shall comprise not fewer than five Members and not more than twenty.

12.3 The President shall be elected by the Annual General Meeting and shall hold office for three years, but shall be eligible for re-election for a further three-year term.

12.4 The Management Committee shall be elected from amongst the Members of the Society by a vote of the majority of Members present and entitled to vote at an Annual General Meeting. Members of the Management Committee shall be appointed for a three-year term, but shall be eligible for re-election for a further three-year term.

12.5 Prior to each Annual General Meeting all Members shall be given the opportunity to stand as a candidate for any Management Committee role becoming vacant. In the event of there being more than one candidate for a particular role, the outcome shall be determined by a ballot of the Members present and entitled to vote at the Annual general Meeting.

12.6 If an Officer shall die, resign, be removed, or become unfit to act, the Management Committee may fill the vacancy until the next Annual General Meeting, unless the vacancy has already been filled at a Special General Meeting.

12.7 Any member of the Management Committee may be removed at any time by a resolution of the majority of the Members present at any General Meeting which may proceed to fill the vacancy.

12.8 Meetings of the Management Committee shall be held at such times as the Chair shall decide. A Meeting of the Management Committee may also be convened by at least three members of the Management Committee giving a written requisition for such a meeting to the Chair or Secretary.

12.9 Unless otherwise determined by a General Meeting, a quorum at Management Committee meetings shall consist of three members, including two of the Chair, Secretary and Treasurer.

12.10 The Chair, or, if he or she be not present, a chair elected at the Management Committee meeting, shall preside. At all meetings of the Management Committee every question shall be decided by a majority of votes of those members of the Management Committee present in person or by proxy. If the votes are equal the Chair (or the person elected to preside over the meeting) shall have a casting vote in addition to his or her vote as a member of the Committee.

12.11 Tenure of any post as a Management Committee member shall be voluntary, unpaid and open only to Members of the Society. Arrangements will be put in place by the Management Committee for the reimbursement of appropriate and legitimate out of pocket expenses of Management Committee members.

12.12 Nothing in these Rules shall prevent the giving of a rent discount to Management Committee members in recognition of their voluntary service to the Society provided any such arrangement is approved by a majority of those attending and entitled to vote at the Annual General Meeting.

12.13 The Chair, Secretary, Treasurer and other elected members of the Committee shall keep accurate records of their dealings on behalf of the Society, which shall be available for inspection by Members.



### **13. MEMBERS' RENTS**

13.1 The Society's accounting reference date shall be 30<sup>th</sup> September.

13.2 Rent levels shall be considered annually by the Management Committee and a proposal shall be put to the Annual General Meeting seeking approval of rent levels for the next financial year of the Society commencing on 1 October following the Annual General Meeting.

13.3 The due date for the payment of rents shall be 1 October annually. Failure to pay the rent within 40 days after the due date will lead to termination of the tenancy under Rule 6 above.

### **14. FINANCIAL AFFAIRS**

#### **Application of profits**

14.1 All rental income and profits arising from the general business of the Society, and all contributions received by the Society, shall be used as determined by the Management Committee for the accomplishment of the objects of the Society, including:

- for the payment of the expenses of managing and maintaining the Society's land, buildings and structures thereon, including the payment of rent, rates, taxes, utility bills and other like outgoings;
- for forming a reserve fund available for any purpose authorised by this Rule;
- for prizes for the encouragement of the proper cultivation of the land; and
- for the benefit of the tenants generally, in such manner as the Management Committee may determine.

14.2 Nothing in this Rule shall be deemed to prohibit an arrangement between the Society and any Member for the repayment or rebatement of part of the rent payable by him or her to the Society.

14.3 Nothing in the Rule shall prejudice or affect any right or remedy of any creditor of the Society.

#### **Borrowing Powers**

14.4 The Society shall have the power to borrow money from its Members and others to further its objects, providing the amount outstanding at any time shall not exceed £30,000.

14.5 The Society shall have the power to mortgage or charge any of its property including assets and undertakings of the Society, present and future and issue loan stock, debentures and other securities for money borrowed or for the performance of any contracts of the Society or its customers or persons having dealings with the Society. The rate of interest on money borrowed, except on money borrowed by way of bank loan or overdraft or from a finance house or on mortgage from a building society or local authority, shall not exceed 5% per annum or 2% above the Bank of England base rate at the commencement of the loan, whichever is the greater. The Society may receive from any person donations or loans free of interest in order to further its objects but shall not receive money on deposit.

14.6 The Committee may open Bank or Building Society Accounts in the name of the Society in which shall be lodged all monies received on behalf of the Society. These accounts shall be used to administer and record funds received and disbursed on behalf of the Society. Any funds available for term investment may be invested to earn interest with a Bank or Building Society on the recommendation of the Committee.

### **Accounting Records and Audit**

14.7 The Treasurer shall keep proper books of account in accordance with the requirements of the Act. At the conclusion of the financial year the Treasurer shall complete an income statement and balance sheet for presentation and approval at the Annual General Meeting. After approval, the income statement and balance sheet shall be signed by the Secretary and two members of the Management Committee.

14.8 Within the time limit prescribed by the Act, the Society shall send to the Financial Conduct Authority an Annual Return of the Society's affairs (in the prescribed form) accompanied by the signed copy of the accounts and balance sheet.

14.9 The Members shall vote annually, at each Annual General Meeting, as allowed by Section 84 of the Act to have, when necessary in law or where the Members so require, an audit carried out by a qualified auditor, an audit carried out by two or more lay auditors, a report by a qualified auditor or unaudited accounts, where the conditions for such exist.

14.10 If a full audit or a report is required, a person who is a qualified auditor under section 91 of the Act shall be appointed. The qualified or lay auditors, if so appointed, shall not be officers or servants of the Society, nor shall they be partners of, or in the employment of, or employ, an officer or servant of the Society. Lay auditors shall be chosen by the Management Committee from the general membership or otherwise at their discretion.

14.11 If the Members vote for unaudited accounts, the Society's income statement and balance sheet shall be scrutinised by the Management Committee only and signed, as a true record, by the Secretary and two members of the Management Committee or otherwise as may be required by the Act.

## **15. COPIES OF RULES**

15.1 It shall be the duty of the Management Committee to supply free of charge to all Members a copy of current Rules which may be delivered by email or by delivery of a hard copy or by placing on the website. Where a member has already been provided with a copy there may, at the discretion of the Management Committee, be a charge of up to £5 for a second copy as prescribed by the Act.

## **16. AMENDMENT AND APPLICATION OF RULES**

16.1 Changes to the Rules of the Society may only be made at a General Meeting and when a majority of Members who are present at the meeting approve the change.

16.2 No new rule or amendment of rule is valid until registered with, and approved by, the Financial Conduct Authority in accordance with the Act.

16.3 The Society shall be run in accordance with its registered Rules.

## **17. INDEMNITY**

17.1 Every member of the Management Committee shall be indemnified by the Society against all losses and liabilities incurred by him or her in relation to the execution of his or her duties, providing that nothing in this clause shall entitle him or her to any indemnity against liability arising through negligence or fraud on his or her part.

## **18. DISSOLUTION**

18.1 The Society may at any time be dissolved by the consent of 75% of the Members testified by their signatures to an instrument of dissolution in the form prescribed in the Act.

18.2 If on winding up or dissolution of the Society any of its assets remain to be disposed of after its liabilities are satisfied, none of these assets shall be distributed among the Members but shall be passed to a similar organisation.

**Signature of Secretary** .....

Full Name Block Capitals .....

**Signature of members**

1.....

Full name Block Capitals .....

2.....

Full name Block Capitals.....

3.....

Full name Block Capitals.....

