

# CONSTITUTION OF

## BRACKLEY AND DISTRICT ALLOTMENT AND GARDEN HOLDERS ASSOCIATION LIMITED



a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 (the “Act”)

### 1. NAME

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The name of the society shall be the Brackley and District Allotment and Garden Holders Association Limited (the “**Society**”).

### 2. OBJECTS

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- 2.1 The objects of the Society shall be to create and promote the creation of allotments and to encourage proper cultivation and promote allotment gardening as a community resource, encouraging participation and membership.
- 2.2 The Society shall have full power to do all things necessary or expedient for the accomplishment of its objects, including the power to deal in any way with land or buildings.

### 3. REGISTERED OFFICE

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The registered office of the Society shall be 1 Market Place, Brackley, Northamptonshire, NN13 7AB. In the event of any change in the registered office of the Society, notice shall be sent to the Registrar.

### 4. MEMBERS

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- 4.1 The Society shall admit people who have been assigned a plot and paid their subscription to the Society as members (the “**Members**”) at the discretion of the Society’s Management Committee (the “**Committee**”), acting in accordance with the rules of the Society. The Committee shall have the right to reject an application for membership. Members who have been assigned a plot and paid their subscription to the Society as members must sign an agreement on joining the Society (a “**Plot Tenancy Agreement**”).
- 4.2 The Society shall also allow one person per plot, by mutual agreement, to share the use of a plot with a Member (an “**Associate Plotholder**”). For the avoidance of doubt, Associate Plotholders do not hold shares in the Society and do not have any right to vote at General Meetings of the Society.
- 4.3 Where two persons have signed a particular Plot Tenancy Agreement and neither is identified in that agreement as the Member, unless specified otherwise in the Plot Tenancy Agreement, the first named in the Plot Tenancy Agreement shall be the Member and the second named shall be the Associate Plotholder. A Member may by written notice to the Society swap with their Associate Plotholder so that the Associate

Plot holder becomes the Member in their place and the previous Member becomes the Associate Plot holder. For the avoidance of doubt, neither the Member nor the Associate Plot holder may transfer, sub-let or assign their interest in the allotment to any other party.

## 5. SHARES

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- 5.1 Every Member admitted to the Society shall hold one non-withdrawable, non-transferable share. The shares shall have the nominal value of 10p.
- 5.2 The shares held by Members shall not carry any interest and shall not confer any right to a dividend.
- 5.3 The Secretary shall register every issue or cancellation of shares by making an appropriate entry in the Register of Members.
- 5.4 Upon withdrawal from membership all sums paid by the Member on account of shares shall be forfeited and the Member's share shall be extinguished.

## 6. MAXIMUM SHAREHOLDING

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One share shall be the maximum shareholding of any Member.

## 7. CESSATION OF MEMBERSHIP

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- 7.1 A Member of the Society shall cease to be a Member in the following situations:
  - (A) the death of the Member;
  - (B) the expulsion of the Member at the discretion of the Committee;
  - (C) the withdrawal of the Member from the Society by sending notice in writing to the Secretary of the Society;
  - (D) the Member is in material breach of his Plot Tenancy Agreement; or
  - (E) the non-payment of any rent or subscription for 7 days or such longer permitted grace period as may be specified in the rules of the Society, as amended from time to time.
- 7.2 In the case of death or bankruptcy of a Member, upon a claim being made by the personal representative of the deceased Member or the trustee in bankruptcy of a Member who is bankrupt (as the case may be), the Society shall either transfer or pay the full value of the property to which the personal representative or trustee in bankruptcy is entitled.

- 7.3** A Member may, in accordance with Section 37 of the Act, nominate the Associate Plotholder with whom they share the use of their plot to receive the Member's property in the Society at the time of their death.
- 7.4** On receiving satisfactory proof of the death of a Member who has made a nomination, the Society shall, in accordance with Section 39 of the Act, either transfer or pay the full value of the property comprised in the nomination to the Associate Plotholder entitled under the nomination.

## **8. COMMITTEE**

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- 8.1** The governance of the Society shall be vested in the Annual General Meeting, whilst day to day management of the affairs and property of the Society is delegated to the Committee.
- 8.2** The business of the society shall be conducted by the Committee, which shall be elected annually at the Annual General Meeting. The Annual General Meeting shall determine the number of members of the Committee (which, for the avoidance of doubt, cannot be lower than the quorum), the length of their term and their eligibility for re-election.
- 8.3** At each Annual General Meeting all Members shall be given the opportunity to stand as a candidate for a Committee role. 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 at the Annual General Meeting. In the event of there being fewer than twelve candidates elected, the Committee may appoint additional Members to the Committee to make good the shortfall.
- 8.4** Tenure of any post as a Committee member shall be voluntary, unpaid and open only to Members of the Society. Arrangements will be put in place by the Committee for the re-imburement of appropriate and legitimate out of pocket expenses.
- 8.5** Any member of the Committee may be removed at any time by a resolution of the majority of the Members present at any General Meeting called for that purpose, or by the Committee if such Committee member is in breach of their Plot Tenancy Agreement or any rules referenced in such agreement, or fails to remedy such breach.
- 8.6** The Committee may appoint and remove officers (as defined in the Act) as the Committee may deem necessary. For the avoidance of doubt, any appointments made by the Committee will only be valid until the next Annual General Meeting.
- 8.7** A quorum at a Committee meeting shall consist of 5 Committee members.

## **9. MEETINGS AND VOTING**

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- 9.1** The Annual General Meeting, at which the accounts shall be submitted, and the Committee for the following year elected, shall be held each year at such time as the Committee may determine.
- 9.2** The Committee may also convene further General Meetings as deemed necessary.
- 9.3** Special General Meetings may be called by either, a quorum of the Committee, or by written request from a Member which states the reason for the meeting and is signed by at least 33⅓% of the Members at that time. Such request shall be delivered to the Secretary. The business of the Special General Meeting will be restricted to items on the original request with no amendments being accepted.
- 9.4** At least 14 days' notice shall be given of all General Meetings. Notice shall be given to the last address (to include e-mail address or other electronic forms of communication) notified by the relevant Member to the Society.
- 9.5** At all General Meetings, each Member shall have one vote, and in the case of equality, the Chairman shall have a casting vote.
- 9.6** The Committee may provide for Members to be able to cast their vote through proxy or other arrangements as they see fit.
- 9.7** A quorum at a General Meeting shall consist of 20 Members.

## **10. APPLICATION OF PROFITS**

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The Society is a non-profit making organisation and all surplus funds arising from the general business of the Society shall be reinvested into furthering the objects of the Society at the discretion of the Committee.

## **11. BORROWING POWERS**

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- 11.1** The Society shall have the power to borrow money from its Members and others to further its objects, providing the total amount outstanding at any one time does not exceed £100.
- 11.2** The Society may receive from any person donations in order to further its objects but shall not receive money on deposit.

## **12. INVESTMENT OF THE SOCIETY'S FUNDS**

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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 as the Committee sees fit.

## **13. AUDIT**

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**13.1** The Society will follow the provisions of Part 7 of the Act by having, when necessary in law or where the Members require:

- (A) An audit carried out by a qualified auditor;
- (B) An audit carried out by two or more lay auditors;
- (C) A report by a qualified auditor; or
- (D) Unaudited accounts (where the conditions permitting this exist).

## **14. SEAL**

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The Society has a common seal. The seal shall be kept in the custody of the Committee and its use must be authorised by a majority of Committee members.

## **15. AMENDMENT OF THE CONSTITUTION**

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**15.1** Changes to the constitution of the Society may only be made at a General Meeting when a 75% majority of voting Members present approve the change.

**15.2** No amendment is valid until it is registered with the Financial Conduct Authority.

**15.3** The Society shall be run in accordance with its constitution.

## **16. DISSOLUTION**

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**16.1** 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 Part 9 of the Act.

**16.2** If on the 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.

SECRETARY/HON TREASURER (JOB SHARE)

NYARAI MAHACHI

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SNJEZANA SALIPUR  
BRITAIN

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MEMBERS

JAMES HARDING

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GERALD INNS

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JOANNE BARLOW

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