

## CONSTITUTION

**1**     NAME

The Association will be called **THE BERRIDALE ALLOTMENTS & GARDENS ASSOCIATION.**

**2**     AIMS

The aim of the Association will be the cultivation of vegetables, fruit and flowers by the Allotment holders.

**3**     TRUSTEES

The heritable property belonging to the Association shall be maintained as allotments in perpetuity. In the event that the Association shall be wound up voluntarily the whole assets of the Association, including the heritable property, shall be sold and the proceeds of the sale distributed to such other organisations having like aims as the members shall determine. In the event of the heritable property being compulsorily acquired either in the whole or part, the compensation received by the Association shall be applied to the acquisition of alternative ground for the purpose of carrying out the Aims of the Association or in the enhancement of the facilities of the remaining grounds belonging to the Association, as the case may be.

(a) The ground and other heritable property belonging to the Association shall be vested in the Chairperson, Vice-Chairperson, Secretary and Treasurer and their successors in office, as the Trustees acting on behalf of the Association.

(b) The Association may not be wound up unless having the approval of two thirds of the members voting at a Special Meeting called for that purpose and of which due notice has been given to all members.

**4**     OFFICE BEARERS AND COMMITTEE

The business affairs of the Association will be under the management of Three Office Bearers, namely Chairperson, Secretary, and Treasurer, Other Office Bearers will be the Vice Chairperson, Groundsperson and Show Convenor, plus nine ordinary Committee members.

Office Bearers and ordinary Committee members will be elected by the Allotment members at the Annual General Meeting. The Chairperson will be eligible to sit for TWO years. Ordinary Committee members will be elected for a period of THREE years and will not be eligible for re-election for TWELVE MONTHS after retiring from these posts. The Committee will have the power to fill any casual vacancy occurring in their number, including Office Bearers. Any person so chosen will retain his/her office as long as the vacating members of the Committee would have done if no vacancy had occurred.

The Association will pay an honorarium to certain agreed officials. These officials and the amount to be paid will be decided at each year's Annual General Meeting. In the event of emergencies, the Office Bearers may use necessary discretion to instruct work to secure the premises.

**5**     MEETINGS

The Committee will meet once a month to conduct business. At such meetings, FIVE shall form a quorum. The Chairperson, or in his/her absence the Vice-Chairperson, will preside at these meetings, and will have a deliberative as well as a casting vote. The Annual General Meeting will be held on the Second Sunday in November. All members will be given at least FOURTEEN days written notice (by post or email) of the date and venue of the Annual General Meeting and of any Special Meeting, together with a copy of the agenda and details of all matters to be discussed. At such meetings TWENTY members will form a Quorum.

**6**     SECRETARY

The Secretary will keep minutes of all meetings of the Association and Committee. A copy of the minutes of each meeting of the Committee shall be lodged in a special folder in the 'Main Hut' for the information of the members. The Secretary will be bound to convene a meeting on the requisition of FOUR Committee members. He or she will also call a meeting of the Association on the requisition of FIFTEEN members. Each requisition will state the sole purpose of the meeting.

**7 ANNUAL SUBSCRIPTION**

The Annual Subscription of the allotment and frames on communal land will be decided at the Annual General Meeting and the subscription for the forthcoming year will become due at this meeting. **N.B. Any allotment whose member has not paid by 31<sup>st</sup> December will be deemed available for rent.**

**8 CONDUCT OF MEMBERS**

- a) Members shall properly cultivate their allotment.
- b) Members shall keep their allotments and bordering paths free from weeds.
- c) Allotments shall not be used for the storage of glass, timber, rubbish or any other materials which are detrimental to the appearance of the allotments.
- d) No Member shall act in such a manner as to bring the Association into disrepute.
- e) Members shall be considered responsible for the content of any communication which may adversely affect the Association, whether verbal, electronic or in writing, which originates from their physical address, email address or phone number.
- f) Members shall be considered responsible for the conduct of any non-member whom they allow on to Association land.
- g) Members shall be considered responsible for the actions of any member of their family who purports to act on the Members' or Association's behalf.
- h) No Member shall purport to represent the Association unless so authorised in writing by the Committee.
- i) No Member or non-Member permitted on to Association land by that member shall behave in an aggressive, threatening, or abusive manner.
- J) No Member shall conduct themselves in such a manner as to be detrimental to the Association.
- k) The Committee shall collectively assess plots on an ongoing basis to ensure compliance with parts (a-c) of this clause. Where four or more Committee Members consider that any plot is not compliant on any occasion or where any Committee Member considers that any plot is not compliant over a period of at least four weeks, the Committee shall consider whether the actions specified below ought to be implemented. Members whose conduct is inconsistent with the aims, rules and Constitution of the Association or parts (a-c) of this clause shall be notified by letter from the Secretary of the Committee and given 14 days to put the matter to order. Members not complying with this request or whose plot is not compliant with parts (a-c) of this clause more than once in any calendar year shall then be notified by letter sent special delivery by the Secretary of the Committee and shall be required to attend the next Committee meeting to offer an explanation. If the Committee is not satisfied with any explanation given, the Member shall be required to appear before the Annual General Meeting where he/she may face possible expulsion from the Association. If a Member fails without reasonable excuse to respond to either letter and fails without reasonable excuse to attend before the Committee and the condition of their plot continues to breach the requirements of parts (a-c) of this clause, he/she may face expulsion from the Association with immediate effect. In the case of parts (d-j) of this clause, any member who appears to have breached any part of the Constitution shall be notified by letter of the conduct of concern and invited to explain the circumstances to the Committee, which may take any action short of

expulsion that appears appropriate. If the Committee considers that the Member should be expelled because of any breach of parts (d-j) of this clause, this can only take effect if ratified by the majority of the Members at an AGM or any Special Meeting. The Committee shall only consider any complaint under (d-j) if these are put in writing to the Secretary and the complainer identifies themselves.

l) New Members will be offered membership on a probationary basis during the first season. Any new member whose conduct contravenes the Aims, Rules and Constitution of the Association shall be notified by letter sent special delivery by the Secretary of the Committee, requesting he or she appear before the Committee, where he/she may face possible expulsion from the Association. Where such a Member fails without a reasonable excuse to attend before the Committee he/she may face expulsion from the Association.

**9 RECYCLING/DISPOSAL OF RUBBISH**

Each plot holder must maintain a minimum of one useable compost heap in a suitable location. Diseased vegetation and other non-recyclable waste material must be burned (if appropriate) or removed from the allotment and the Association's land and environs by the plot holder at the earliest opportunity.

**10 APPLICATION FOR ALLOTMENT**

All applications for an allotment must be made in writing to the Secretary. If no vacancy exists applicant(s) will be considered for a waiting list.

**11 LETTING/TRANSFER OF ALLOTMENTS**

The letting of allotments to new members, and the transfer of existing members will be at the discretion of the Committee. On the death of a Member, the next of kin will be eligible for automatic membership of the Association and the tenancy of the plot. No plot holder is permitted to hold more than one plot at Berridale Allotments. Members vacating an allotment with huts or greenhouses must state the desired price to the Committee.

**12 ALTERATIONS/AMENDMENTS TO THE CONSTITUTION & RULES**

The preceding Constitution and the following Rules can only be altered and/or amended at the Annual General Meeting or a Special Meeting convened by the Secretary for that purpose. Any proposed alterations or amendments to the Constitution and the Rules of the Association for consideration at the Annual General Meeting must be in the hands of the Secretary no later than the 30<sup>th</sup> September (Full details of any proposals will be included in the papers giving notice of the Annual General Meeting, and sent to each Member.) A simple majority will be required to alter the Constitution, but a two thirds majority will be required to wind up the Association. Subsequent to an Annual General Meeting or Special Meeting, at which approval has been given to any alterations/amendments to the Constitution and Rules, a copy of the new/amended clauses will be sent to each member (post or email).

Where an AGM or Special Meeting cannot be legally held, the Committee is empowered to take such steps as it considers necessary to permit the continued functioning of the Association. When any such legal restriction ends, an AGM or Special Meeting shall be convened as soon as the Committee consider practicable, or in accordance with Clause 5, whichever comes first.

**RULES**

**1. OBLIGATION OF MEMBERS**

Members are obliged to make themselves available for any maintenance and/or improvement work as the General Committee recommends for the benefit of the Association and its environs.

**2. KEYS**

Keys are supplied for securing the gate at the entrance to the allotments and the Main Hut at a charge agreed by the members at the Annual General Meeting. This charge will be refunded to the members when they resign and the keys have been returned to the Secretary.

**3. ENTERING OR LEAVING THE ALLOTMENTS**

Entry must be by the main gate only. This gate must be locked at all times.

**4. RIVERBANK**

Members are forbidden from removing soil or dumping rubbish and vegetation on or over the riverbank.

**5. PATHS**

Official paths to the water points must be maintained. Members must assist in maintaining and keeping in repair and in good order the main roadways and paths bordering the plot. Where slabs do not form a path between plots or are not contiguous with any hut or greenhouse, the details of the extent and number of slabs which it is intended to use must be submitted to the Committee for Approval. Hedges or fences shall not be erected.

Vehicles entering the allotments are limited to the pebbled area adjacent to the main entrance and to the East of the path into the main hut.

**6. HUTS, GREENHOUSES AND FRAMES**

- a) Huts and greenhouses will be of a span construction, and when erected must be sited so as to leave TWO feet clear of all boundaries. If the hut/greenhouse is to be painted, the colours used should be green and/or white. Plans for any new hut or greenhouse must be submitted to the Committee for approval, detailing size, site and material to be used for construction. Polytunnels of appropriate construction will be allowed to offset the high cost of greenhouse replacement and extend the growing season, subject to approval by the Committee.
- b) All huts, greenhouses and frames shall be maintained in such a condition as not to present a hazard to any person or property.
- c) Frames may be erected in the grassed area between plots 39 and 41 (the communal frame area). Subject to the following:
  - (i) Frame dimensions and exact location must be submitted to the Committee for approval before construction is started.
  - (ii) Any material for the construction of the proposed frame shall be located in the area where it is to be built, in order that the remaining grassed area can continue to be cut.
  - (iii) Where approval has been given for the erection of a frame, it must be constructed within one month from the date of approval.
  - (iv) Frames shall be at least two feet apart to allow access for grass cutting.
  - (v) No member shall be permitted more than one frame.
  - (vi) Any member leaving the Association or relinquishing their frame may offer it to other members for an agreed price. Where no price has been agreed and the departing member fails to remove their frame then it shall be considered to be the property of the Association.
  - (vii) Frames are only to be used for the propagation of plants and any member who fails to do so may be required to relinquish it or remove it.
  - (viii) Members with frames in the communal area are responsible for maintaining the area within two feet of the frame.
  - (ix) Income from overall frame rentals should be set equal to the subscription rate of one plot.

**7. TREES**

Members planting trees must ensure that these do not grow more than EIGHT feet high.

**8. FLOWER BORDER**

Where the layout of the Member's plot permits, a flower border must be formed by the allotment holder. For judging purposes, the border should be no more than four feet wide and consist mainly of annual planting.

**9. CHILDREN**

In the interest of safety, children are not permitted on the riverbank. Cycling is prohibited.

**10. ANIMALS**

No dogs are allowed, except on a leash and kept under control at all times. Livestock, such as dogs, rabbits, and poultry must not be kept on the Allotment.

**11. MATERIALS**

Any deliveries of materials, such as manure etc., which are deposited on the main path must be put on covers and must be completely removed within TEN days. Failure to comply could prejudice future deliveries. No manure is to be delivered between 31<sup>st</sup> March and 30<sup>th</sup> September in any year. Material supplied loose by the Association such as paraffin and sand shall not be removed from the premises.

**12. SALE OF PRODUCE**

Unless sanctioned by the Committee, vegetables, plants, flowers and fruit produced on the allotments must not be sold.

**13. RUBBISH**

Rubbish, excluding decaying vegetation, must be burned, buried or removed from the Allotment by the Plot Holder.

**14. FIRES**

Bonfires are the individual plot holder's responsibility and are only permitted subject to the following:

- i) Fires may not be lit between 1<sup>st</sup> August and 30<sup>th</sup> September inclusive.
- ii) Fires must be lit on the Member's own plot.
- iii) Conditions are such that no nuisance to neighbours is caused.
- iv) No fire must be left unattended.
- v) Any fire must be fully extinguished before the Member leaves the plot.

**15. HOSES**

Hoses may only be used in off peak periods when demand is at its lowest.

**16. ASSOCIATION PROPERTY**

Property borrowed by Members must be returned, clean and in good order, on the day of borrowing.

**17. TROPHIES ETC.**

Trophies shall be awarded for the following:

- I. George Ronald Trophy - The Best Exhibit in the Show, excluding Vegetables
- II. Councillor Jim Hicks Trophy - The Best Exhibit in the Vegetables Section
- III. Evelyn Jenkins Trophy - The most points over all the three sections of the Show
- IV. Shoemith Cup - Best plot during the season
- V. Viceroy Cup. Best Border during the season
- VI. Mrs Wilson Trophy - The most points over all sections of the show\*
- VII. Robertson Trophy - Best plot during the season\*

\* Limited to Plot Holders with no more than Five years membership. Can only be won once.

**18. BEST PLOT JUDGING & St MUNGO TROPHY COMPETITIONS**

CRITERIA FOR BEST PLOT AND St. MUNGO COMPETITIONS ARE:

Vegetables	50 Points
Flowers	20 Points
Cleanliness	20 Points
Continuity	10 Points

In the separate Best Border Competition a maximum of 20 points are awarded.

The St Mungo Trophy Competition is usually judged mid-July. THREE plots are selected by the Show Committee in early July.

Best Plot and Border Competition entrants are pre-selected by the Show Committee mid-August and are decided by independent judges in late August.

*Typed January 2015 Word 2013 and edited to correct typos 10/8/15 HG, and again 30/06/16 LP.*

*Updated January 2017 following November 2016 AGM. DMP*

*Updated November 2017 following Nov 2017 AGM. DMP*

*Updated November 2019 following Nov 2019 AGM. DMP*

*Updated November 2020 following vote by members to alter Constitution DMP*