



Penrith Allotment Association



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# **PENRITH ALLOTMENT ASSOCIATION CONSTITUTION 2025**

## **CONSTITUTION**

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The name of the association will be Penrith Allotment Association.

## **2. OFFICIAL COMMUNICATIONS**

Shall normally be received and signed on behalf of the association by the Secretary or as appropriate by the Chair or Treasurer.

## **3. AIM OF ASSOCIATION**

3.1 To assist all members in the pursuit of gardening for people to grow their own fruits, vegetables and plants and to promote nature to create a healthy growing environment.

3.2 The association shall exist as a non-profit or trading organisation.

## **4. OBJECTIVES OF THE ASSOCIATION**

4.1 To cooperate with Penrith Town Council and The National Society of Allotment and Leisure Gardeners Ltd for the benefit of all plot holders.

4.2 To ensure the good management of the sites according to the agreement with Penrith Town Council as the Landlord

4.3 To administer, service and maintain machinery and equipment.

## **5. POWERS**

The Association shall have full power to do all things necessary for the accomplishment of its objectives. No sectarian or religious based questions shall be introduced into any meeting and no action of the association shall be directed towards the propagation of political or religious doctrines, racial or gender discrimination or take part in any political party or religious denominational activities.

## **6. USE OF NAME**

The name shall be mentioned in all business letters of the Association, notices, advertisements, and other official publications of the Association and payments, cheques, and orders for money or goods, to be signed by or on behalf of the Association, and in all bills, invoices, receipts and letters of the Association.

## **7. MEMBERSHIP**

7.1 All plot holders on all sites will be members of the Association.

7.2 All new plot holders will have a handover prior to signing the tenancy agreement and given a copy of the association rules. Plot holders will also need to sign a G.D.P.R form to agree that Penrith Allotment Association will hold minimal information about them.

7.3 The Association does have dealings with third parties that require basic personal information (name, address, preferred form of contact) to be passed to them. They are insurers, seed supplier and the National Allotment Society.

## **8. FEE**

8.1 Plot holders will be required to pay an annual fee as determined at the Annual General Meeting as part of the Treasurer's report and be included in the agenda convening the meeting.

8.2 All plot holders and persons who wish to be named and work on a plot will pay the National Allotment Society annual fee.

8.3 A fee may be charged for the use, supply and servicing of Penrith Allotment Association equipment.

8.4 It is proposed that fees for allotment and hen pen holders are calculated based on:

1. An annual budget review by the Treasurer presented and agreed by the officers and representatives of the PAA.
2. The AGM to be advised in retrospect of the new fees. Any changes agreed by the AGM regarding fees to be implemented in the following year.
3. Fees will generally be based on the square yards of each plot and as agreed with the hen run plot holders.

## 9. **CESSATION OF MEMBERSHIP**

The tenancy of the Allotment Garden and membership of the Association shall terminate

9.1 Automatically on the death of the plot holder.

9.2 On the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

9.3 By re-entry after three months previous notice in writing to the plot holder on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

9.4 By the Association giving the plot holder at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year.

9.5 By the plot holder giving the Association 28 days notice in writing.

9.6 If the plot holder fails to pay the rent by the rent day, one months notice to quit will be issued if the rent still remains unpaid after a period of no less than 40 days.

9.7 By re-entry if the plot holder becomes bankrupt or compounds with his creditors.

9.8 The expulsion of a member, see constitution point 10, below.

## 10 **EXPULSION OF A MEMBER.**

10.1 If following inspections by the Association the plot is unkept or poorly cultivated and following two letters to the plot holder relating to such and insufficient action having been taken. One months notice to quit will then be issued to the plot holder.

10.2 If the plot holder fails to comply with Rules or Constitution or any conduct detrimental to the Association. A letter specifying the poor conduct will be sent to the plot holder at least one month prior to termination and no appeal is received by the Association.

10.3 If the plot holder or anyone accompanying the plot holder uses any abusive, threatening or aggressive behaviour on site, be it physical or verbal to members of the public, other plot holders or Committee Officers or Members. If this occurs the plot holder will be given one months notice to quit.

## 11. **REGISTER OF PLOT HOLDERS**

The Chair, Secretary and Treasurer shall keep a register of all Members within data protection laws including the following: -

- 11.1 Name, address, telephone number, and if available email address
- 11.2 Site of plot and plot number
- 11.3 Date of joining
- 11.4 Details of fees paid

Any plot holder or NAS fee paid member may see the entry in respect of themselves recorded in the official list of members.

## 12. GOVERNANCE

Governance of the Association shall be vested in the Annual General Meeting or General Meetings if held.

## 13. DAY TO DAY MANAGEMENT

Day to Day Management is delegated to the Committee.

## 14. COMMITTEE OFFICERS

The Committee will consist of 3 Officers, who must all be plot holders:

- 14.1 Chair
- 14.2 Secretary
- 14.3 Treasurer

## 15. COMMITTEE MEMBERS

The Committee may have 10 members, who must all be plot holders:

- 15.1 4 representing Brackenber site
- 15.2 2 representing Folly Lane site
- 15.3 2 representing James Street site
- 15.4 2 representing Salkeld Road site

## 16. TRUSTEES

16.1 The Association will have no fewer than two and no more than four trustees at any given time.

16.2 if the Association wish to appoint additional trustees, the appointment will be made with a members vote at the AGM.

16.3 The trustees will be responsible for signing the lease for the allotment land on behalf of the Association. The trustees will also be responsible for upholding the terms of the lease.

16.4 To confirm the terms of the lease are being followed at least one trustee must be in attendance at every committee meeting.

16.5 An individual may be removed from the role of trustee in the following ways:

16.5.1 Following the death of the individual.

16.5.2 Where the trustee voluntarily retires.

16.5.3 By a two thirds majority vote by the members at an AGM or EGM.

16.5.4 Following the dissolution of the Association.

16.6 HMRC requires all the Association Trustees to sign the Trustees Registration Service.

16.7 Trustees cannot be committee officers or committee members and they must be plot holders.

## 17. ELECTION

At the Annual General Meeting the plot holders as members of the association will elect, in order: The Chair, The Secretary, The Treasurer, Committee Members for all sites, Trustees.

17.1 All post holders will be elected every year. If the current holders are willing to stand unopposed, they shall remain in the post for a further year.

17.2 If there is more than one nomination for any post, the nominees shall be asked to leave the room. All new nominations require to be nominated and seconded, by a plot holder. A show of hands of those present will then be counted. All nominees also have the right to vote and will be given a ballot paper to vote for the other nominees if they so wish. Their votes will count towards the total. A simple majority shall uphold the vote. The Chair (or Secretary if it is for the office of Chair) will then confirm the appointment of the person.

17.3 The Chair, Secretary and Treasurer will not use their votes for officers. Unless the voting is tied in which case the casting vote will fall to the Chair or the Secretary if the vote is for the appointment of the Chair.

17.4. If no one comes forward to be an officer this may result in the dissolution of the Association.

## **18. MID-TERM VACANCIES**

The Committee of Officers, Members and Trustees may fill any vacancy arising during the year. Members appointed will be full voting members of the committee and count towards a quorum.

## **19. CO-OPTING**

The Committee may co-opt any member to the Committee to assist in its work. Such co-opted members will be non-voting and not count towards a quorum. All appointments will be ratified at the AGM.

## **20. POWERS OF COMMITTEE**

The Committee shall have full power to supervise and manage the day- to- day work of the Association according to the rules for the purpose of accomplishing its objectives.

## **21. REMOVAL FROM THE COMMITTEE**

21.1 The Committee may remove any officer or committee member from the Committee by a simple majority following an open discussion of the issues which includes the individual members opportunity to put their point of view. If required the vote may be a secret vote but the voting numbers will be recorded in the minutes.

21.2 Any Committee officer or member who has failed to attend two meetings in any year for any reasons unacceptable to the Committee, will cease to be a committee officer or member.

## **22. COMMITTEE MEETINGS**

22.1 Frequency - The Committee officers (minimum of 2), members (minimum of 4) and Trustees (minimum of 1) will meet once every two months during the growing season (April to September). Extra meetings may be called if needed.

22.2 Voting - at all meetings questions shall be decided by a majority of votes and if the votes are equal the Chair shall have a casting vote. In the absence of the Chair, an acting Chair (either The Secretary or the Treasurer) elected at the committee meeting shall preside over that meeting.

22.3 The Chair and/or The Secretary or The Treasurer may take any executive emergency actions required where it is not practicable for the business to be decided upon at a regular

or special committee meeting. Details of the action will be reported and recorded at the next Committee Meeting.

22.4 See Appendices 2 for fixed agenda items and procedures.

## 23. ANNUAL GENERAL MEETING

23.1 The Annual General Meetings shall be held as soon after the audit of accounts is completed as is convenient.

23.2 Agenda items must be notified in writing to the Secretary 14 days prior to the meeting.

23.3 Every plot holder and named NAS fee paid member present at the Annual General Meeting and not otherwise disqualified shall have one vote and where the votes cast in any matter are equal then the Chair shall have the casting vote in addition to their vote as a member. Attendees who are not Members do not have the right to vote.

23.4 Minutes of the meeting will be approved at the next Committee Meeting to enable publication.

23.5 See Appendices 3 for fixed agenda items and procedures.

## 24. CONSTITUTION AND RULES

24.1 Suggestions for changes should be made in writing to The Secretary.

24.2 All changes will be discussed and approved by the committee before being taken to the next Annual General Meeting.

24.3 Copies will be made available to all plot holders as requested.

## 25. FINANCE

The Treasurer will keep in date order an audited set of accounts which include income and expenditure, balance sheet and any appropriate notes relating to the Association's financial transactions. All expenditure must be supported by an appropriate voucher which shows the date of expenditure, the total amount and the purpose for which payment was made.

25.1 The Committee is empowered, on behalf of the Association, to open and operate bank account(s) in the name of the Association. All cheques will require 2 signatures. Signatories will be agreed by the committee. The Treasurer and Secretary are empowered to use the online banking app to make transactions and keep accurate records.

25.2 Annual Accounts Format - if no other activity is envisaged then a simple Income and Expenditure account and a balance sheet will suffice.

25.3 Reports to Committee - The Treasurer shall make a verbal report at each meeting on income, expenditure and liabilities. For the Annual General Meeting an annual statement will be made available.

25.4 Presentation of Accounts for Audit - The Treasurer shall close the annual account each year and prepare income and expenditure statements and a balance sheet for presentation to the Honorary Auditor.

25.5 Insurance -The Treasurer will arrange appropriate insurance for the PAA with the specialist insurer recommended by the NSALG. This is currently Chris Knott Insurance. The insured risks covered as recommended by the Insurer are:

- **Public Liability** - claims from any third party against all sums which they become legally liable to pay as damages and claimants' costs and expenses in respect of accidental: 1) Injury to any person; 2) loss or damage to physical property

where such Injury or loss or damage occurs in connection with Club Activities during the Period of Insurance.

- **Court Awards** - any unpaid awards due to the PAA made by the Court.
- **Employers Liability** - technically PAA members are 'employed' when carrying out unpaid work for the PAA, and so the PAA could be legally liable as an employer.
- **Wrongful Acts** - for all sums which the PAA are legally liable to pay, as damages, claimants' costs and expenses arising out of any Wrongful Act.
- **Poultry** - Insurers note that poultry will be kept and have agreed to include such activity on condition that:

1) there are no more than 20 chickens, geese, ducks or turkeys on any one plot unless otherwise agreed

by Insurers

2) the poultry are kept in proper coops that are secured shut with a padlock

3) the keeping of the poultry is performed in accordance with all relevant regulations provided by the Department for Environment Food and Rural Affairs

4) the area(s) where the poultry are kept is (are) clearly separate and marked with signs

5) all foodstuff for the poultry is to be kept off site or in vermin-proof containers.

## 26. **DISSOLUTION OF THE ASSOCIATION**

The Association may at any time be dissolved by consent of three fourths of the members, testified by their signatures to an instrument of dissolution. Instructions for dissolution will clearly set out what is to happen to any assets and residual cash after payment of expenses. Cash may be lodged with the National Society of Allotment and Leisure Gardeners H/Q office and held against any reformation of a successor Society.

## **APPENDICES 1**

### **Roles of Penrith Allotment Association Members**

**Chair** - is the representative of plot holders.

Chair meetings.

Involved with membership issues.

Responsible for arranging service/repair of community equipment.

Together with The Committee Officers and Committee Members carry out plot inspections.

Liaison with the Landlord.

**Secretary** - acts as a Site Secretary.

Prepares agendas, providing to Chair a week before the meeting.

Produces minutes for approval at the next meeting. Publish minutes after approval.

Run a calendar for meetings and inspections, sharing dates with Officers and Members.

Carry out plot inspections with Officers and Members, contacting plot holders as required.

Has charge of all records.

Maintains copies of signed tenancy agreements - destroying when no longer required.

Maintains a waiting list.

Records all plot holder information, sharing with Chair and Treasurer.  
Updates Treasurer with new plot holder details to enable NAS fee to be paid to NAS.  
Acts as liaison between association and Committee Members, should be advised of matters affecting sites or holders.  
Be responsible for plot lettings and rent collection (isn't obliged to collect rents personally).

**Treasurer** - keep records of all financial transactions.  
Receipt and record all monies received.  
Pay bills promptly.  
Ensure accounts are correct and available to the committee and for the AGM.  
Act as financial advisor in expenditure of association funds.  
Arranges for accounts to be audited.

**Committee Members** - assist with the smooth running of the association.  
Acting as a liaison between plot holders and the Secretary or Chair.  
Accompany Committee Officers on plot inspections.

**Trustees** - HMRC requires the Association to have Trustees to sign the Trustees Registration Service.  
If required, audit accounts and be called on for advice.  
Trustees cannot be committee officers or committee members, they must be plot holders and will be removed as a trustee if they are no longer a plot holder.

**Plot Holders** - abide by rules and constitution and to the terms of their tenancy agreement.  
Pay fees as required.  
Maintain allotment.

## APPENDICES 2

### Sample

#### COMMITTEE MEETING AGENDA

Date:-

Location:-

#### AGENDA

- 1 Apologies
2. Approve the minutes of previous meetings (previously circulated by email) as an accurate record of proceedings.
3. Matters arising not otherwise covered by the agenda.
4. Chairman, Secretary's, Treasurer's Reports.
5. Committee Members Site reports - Brackenber, Folly Lane, James Street, Salkeld Road.

6. Any other business.
7. Date, time and place of next meeting.

**Once a year**

1. Review Constitution and Rules.
2. Prior to AGM review future fees and charges.

**APPENDICES 3**

**Sample**

**ANNUAL GENERAL MEETING AGENDA  
Penrith Allotment Association**

Date:-

Location:-

**AGENDA**

1. Welcome
2. Apologies
3. Minutes of previous General Meeting
4. Matters arising (from previous AGM)
5. Changes in Constitution and/or Rules (approved at Committee Meeting)
6. Chair report
7. Secretary report

8. Treasurer report
9. Next year's Fees. Equipment use Fees.
10. Matters submitted to Secretary prior to meeting
11. Election of Committee Officers.
  - (11.1) Chair
  - (11.2) Secretary
  - (11.3) Treasurer
12. Election of Committee Members
  - (12.1) Brackenber
  - (12.2) Folly Lane
  - (12.3) James Street
  - (12.4) Salkeld Road
13. Election of Trustees
14. Changes in constitution and or rules (approved at Committee Meeting)
15. Any Other Business
16. Date, time and place of next Annual General Meeting

#### PROCEDURES

Anyone wishing to speak at any meeting, stand for a role, nominate or second a nomination must give their name, site and plot number in the first instance.

#### APPENDICES 4

#### Sample

#### PENRITH ALLOTMENT ASSOCIATION TENANCY VIEW/HANDOVER

Day.....Month.....Year.....

Between PENRITH ALLOTMENT ASSOCIATION and Potential Tenant:

1. The plot is located at (Site)
2. The plot number is
3. The plot holder aware must display the plot number on the site (Rule 1.16)
4. Perimeter confirmed
5. Plot holder aware of grass/hedges to be cut and maintained

6. Details of what can and cannot be grown
7. Confirm fires not allowed and rubbish must be removed
8. Details of car parking locations
9. Site communal equipment, location and access confirmed
10. Encouraged to fit/make use of water butts on structures.
11. Details of site Committee Members provided
12. Aware there are inspections of plots during the growing year.
13. Location of Constitution and Rules advised.  
If the plot holder has no access to social media copies will be handed over when Tenancy Agreement signed.
14. Aware if others are to regularly work on the plot the tenancy agreement can be in more than one name, additional persons paying NAS fee, currently £3.50 annually.
15. Aware must inform the secretary of change of address, telephone number or email.
16. Aware must inform the secretary of any change in circumstances which may prevent the plot being worked.