

RULES

As revised 2021

North Hainault Allotment Holders' Association and Protection Society Limited

Register number 9792 R

Registered Office 31B Tomswood Hill, Ilford, Essex, IG6 2HL.

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1. NAME

1.1 The name of the organisation shall be North Hainault Allotment Holders' Association and Protection Society Limited.

2. INTERPRETATIONS

2.1 "the Act" refers to the Co-operative and Community Benefit Societies Act 2014 or any Act or Acts amending or in substitution of it or them for the time being in force;

2.2 "AGM" means the Annual General Meeting of the Society;

2.3 "Committee Member" means a member of the Management Committee;

2.4 "Electronic Means" shall include, for example, email, video links and secure authenticated website transactions;

2.5 "Management Committee" means the Management Committee as detailed in Rule 11;

2.6 "Meeting" (in relation to any meeting of the Management Committee or its sub-committees and the AGM and other General Meetings of the Society) includes, except where inconsistent with any legal obligation, a physical meeting, a meeting held by electronic means, and a meeting held by telephone;

2.7 "Member" means Plot Holding Members and Joint Plot Holding Members as detailed in Rule 7.1, and "the Membership" refers to such Members collectively;

2.8 "Office Holder" means a receiver, administrative receiver, liquidator, provisional liquidator or administrator of a Member of all or substantially all of the Member's assets;

2.9 "Registrar" means the Financial Conduct Authority (FCA) or any body that succeeds its function;

2.10 "Rules" means these Rules as changed from time to time in accordance with Rule 16;

2.11 "Secretary" means any person appointed to perform the duties of the Secretary of the Society;

2.12 "Society" means the above-named society;

2.13 "Writing" and "written" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied by Electronic Means or otherwise;

3. REGISTRATION

3.1 The Society shall be registered under the Act

4. REGISTERED OFFICE

4.1 The Registered Office of the Society shall be at 31B Tomswood Hill, Ilford, Essex, IG6 2HL.

In the event of any change in the situation of the Registered Office, notice shall be sent to the Registrar.

5. USE OF NAME

5.1 The registered name of the Society shall be mentioned in legible characters in all business letters of the Society and in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Society and in all bills, invoices, receipts and letters of credit of the Society.

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.

6. OBJECTS / POWERS OF THE SOCIETY

6.1 The objects of the Society are to :

- 6.1.1** Manage the Tomswood Hill and New North Road allotment sites and/or any other allotment sites that may become subject to the stewardship of the Society (the allotment sites)
- 6.1.2** Promote allotment gardening as a community resource; encouraging participation and membership.
- 6.1.3** By various means further the interests of Members with regard to the proper cultivation, good management and safe enjoyment of the allotment sites.

6.2 The Powers of the Society are to:

- 6.2.1** Take measures to protect Members and the allotment sites against damage, trespass and theft.
- 6.2.2** Maintain the allotment sites and the facilities and if necessary erect, pull down, repair, alter or otherwise deal with any buildings thereon.

7. MEMBERSHIP

7.1 Membership shall be open to the following persons and bodies who support the objects of the Society.

- 7.1.1** Plot Holding Members who have paid the appropriate annual subscription for their plot.
- 7.1.2** Joint Plot Holding Members who, by mutual agreement, share the use of a plot in a joint tenancy and who have each paid the Plot Holding Member subscription .

A maximum of 4 Joint Plot Holding Members are allowed per plot.

7.2 Allocation of Membership

7.2.1 Membership shall be open to such persons as may be admitted by the Management Committee from time to time.

7.2.2 The Management Committee shall have the right to, for good and sufficient reason, reject an application for membership.

7.3 Extraordinarily, any Member may be asked to relinquish their membership of the Society. In this event the Member to whom the expulsion is applied would have been given at least one verbal or written request by a Committee Member, and a formal letter from the Management Committee setting out the issue at hand and giving a minimum of 14-day notice of action to be taken to resolve it. The Member will have had the right to appeal to the Management Committee and to seek a personal meeting with it to give mitigating circumstances. Finally, if the issue had not been satisfactorily resolved a further 14-day notice will have been formally served on the Member. If the issue remains still unresolved after that the membership will be relinquished and the plot forfeited.

7.4 A Member shall cease to be a Member in the following eventualities:

7.4.1 The death of the Member

7.4.2 The expulsion of the Member under Rule **7.3**

7.4.3 The withdrawal of the Member from the Society by sending notice in writing to the Secretary at the Registered Office of the Society.

7.4.4 The non-payment of subscription within the period of 40 days after it becomes due, 1st October, terminates membership.

7.5 A Member may withdraw from the Society by sending notice in writing to the Secretary at the Registered Office of the Society. Upon withdrawal, all sums paid by the Member on account of shares shall be forfeited and the Member's share shall be extinguished.

7.6 Proceedings on Death or Bankruptcy – Upon a claim being made by:

7.6.1 The personal representative of the deceased Member; or

7.6.2 The trustee in bankruptcy of a Member who is bankrupt: or

7.6.3 The Office Holder to any property in the Society belonging to such a Member

The Society shall transfer or pay property to which the personal representative, trustee or Office Holder has become entitled as the personal representative, trustee or Office Holder may direct them.

7.6.4 A Member may, in accordance with the Act, nominate any individual or individuals to whom his/her property in the Society at the time of his/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.

7.7 In the event of a breakdown of a harmonious working relationship between Joint Plot Holding Members on their plot the first-named Member on the tenancy agreement shall retain the plot.

8. MEMBERSHIP AGREEMENT

All Members shall agree in writing, to;

- 8.1** Accept the Rules and to abide by the terms and conditions therein.
- 8.2** Adopt plot and site management practices as set by the Management Committee.

9. SHARES

- 9.1** Every Member admitted under Rules **7.1.1** and **7.1.2** shall hold one nonwithdrawable share, which is not transferable. The share shall have the nominal value of £1 payable in full by a Member on joining the Society.
- 9.2** One share shall be the maximum shareholding of any Member.

10. VOTING RIGHTS

- 10.1** Each Member shall be entitled to one vote at Society Meetings.
- 10.2** Members may elect to grant another Member their proxy to vote and/or establish a quorum at Society Meetings but must do so formally before the event in manner prescribed from time to time by the Management Committee

11. MANAGEMENT STRUCTURE AND ORGANISATION

11.1 The governance of the Society shall be vested in the Membership at the AGM and other General Meetings of the Society whilst day to day management of the affairs and property of the Society is delegated to the Management Committee.

11.2 At the AGM Members shall elect a Chairman, Secretary and Treasurer for the Society and, in addition, other Members will be elected at the AGM to fulfil other Management Committee roles such as are considered appropriate at that time. The Management Committee shall comprise not fewer than 5 members (with no maximum number) unless and until otherwise decided by the Society in General Meeting.

11.3 Prior to each AGM all Members shall be given the opportunity to stand as a candidate for a Management 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 in person or by proxy at the AGM. Committee Members shall be eligible to stand for re-election each year.

11.4 The Management Committee shall be able to co-opt any additional Members, to fill vacancies or additional roles, during the year.

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

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

11.7 A quorum for a Meeting of the Management Committee shall consist of 5 Committee Members (including two of Chairman, Secretary or Treasurer) in person or by proxy.

11.8 Committee Members may grant another Committee Member their proxy to vote and/or establish a quorum at a Meeting of the Management Committee but must do so before the event in manner prescribed from time to time by the Management Committee.

11.9 Subject to the Rules the Management Committee may delegate any of its powers to any Member or sub-committee consisting of Members, by such means, to such an extent, in relation to such matters, and on such terms and conditions, as it shall from time to time think fit.

12. MEETINGS

12.1 The Society shall in each year hold an AGM at such time and place as the Management Committee shall determine. Not more than 15 months shall elapse between the date of one AGM and that of the next unless the postponement of such a Meeting shall be deemed by the Management Committee to be imperative or strongly advisable due to a cause beyond its control (such as a pandemic) in which case the Meeting shall be held as soon as reasonably practicable thereafter

12.2 The Management Committee may also convene further General Meetings as deemed necessary.

12.3 Members will be given at least 14 days notice of the AGM and other General Meetings.

12.4 Special General Meetings may be called by either, a quorum of the Management Committee, or by written request from a Member which states the reason for the Meeting and is signed by at least 10% of the Membership. Such request to 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. Details will be notified to Members, along with notice of the Meeting, at least 14 days prior to the Meeting date.

12.5 No business shall be transacted at any General Meeting unless a quorum is present in person or by proxy. The quorum at any General Meeting shall be 10% of the shareholding members (including two of Chair, Secretary or Treasurer) in person or by proxy.

13. MEMBERSHIP SUBSCRIPTIONS

13.1 At the General Meeting / AGM held nearest to and prior to 30th September in each year the Management Committee shall seek approval for any changes to the Membership subscriptions due in the following October.

13.2 Membership subscriptions for the calendar year are due to be paid no later than 9th November. Failure to pay on time can lead to termination of membership under Rule **7.4.4**.

14. FINANCIAL AFFAIRS

14.1 The Society is a non-profit making organisation and all surplus funds arising from the business of the Society shall be used for the furtherance of the objects of the Society.

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

14.1.2 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.

14.1.3 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.

14.1.4 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.

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

14.3 The Secretary shall register every issue or cancellation of shares by making an appropriate entry in the register of Members relating thereto.

14.4 Upon cessation of membership all sums paid by the Member on account of shares shall be forfeited and the Member's share shall be extinguished.

14.5 The Management 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 Management Committee and on approval by a majority of Members present in person or by proxy at a General Meeting.

14.6 At the conclusion of each financial year the Treasurer shall complete accounts and a balance sheet for presentation and approval at the AGM. After approval the revenue accounts and balance sheet must be signed by the Secretary and two Committee Members acting on behalf of the Management Committee.

14.7 Within the time allowed by legislation the Secretary will send to the Registrar an Annual Return of the Society's affairs (in the form prescribed by the Registrar) accompanied by the signed copy of the accounts and balance sheet, referred to in rule **14.6**

14.8 Auditing of Society accounts and balance sheet:

14.8.1 The Members shall vote annually, at each AGM, as allowed by Section 84 of the Act. At the AGM to have, when necessary in law or where the Membership requires:

- 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

14.8.2 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 and 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 Membership and/or others.

14.8.3 If the Membership vote for unaudited accounts, the Society's income and expenditure ledger shall be scrutinised by the Secretary and the Management Committee only and signed, as a true record, by the Secretary and two Committee Members or any other number as may be required by legislation. An income/expenditure report will be prepared to present to the Members at each AGM.

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 the Rules which may be delivered by email or by delivery of a hard copy.

Where a Member has already been provided with a copy there may be a charge of up to £5 for a second copy (or such other amount as may be allowed under s18 of the Act).

16. AMENDMENT AND APPLICATION OF RULES

16.1 Changes to the Rules (i.e. new rules made, rules amended or rescinded) may only be made at a General Meeting and when a majority of voting Members who are present in person or by proxy at the Meeting approve the change.

16.2 No new rule or amendment of rule is valid until registered with the Registrar in accordance with the Act.

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

17. INDEMNITY

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

18. DISSOLUTION

18.1 The Society may at any time be dissolved by the consent of three-fourths 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 should 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.....