



Constitution and Rules of the Baldock Allotment and Leisure Gardeners' Association (BALGA)

1. The name of The Association is “The Baldock Allotment and Leisure Gardeners’ Association”, hereinafter referred to as “The Association”. The Association is affiliated to “The National Society of Allotment and Leisure Gardeners” (NSALG).
2. The Association is non-profit making. It is run for the benefit of members.
The purpose of The Association is:
 - a. To promote the interest of allotment holders and leisure gardeners.
 - b. To manage the two sites at Clothall Road and North Road, Baldock as an alternative service provider for North Herts District Council (NHDC), under the terms of the site leases.
 - c. To operate a trading service for members.
3. The membership of The Association will be open to all, including leisure gardeners and allotment co-workers upon payment of the membership fee. All tenants of the association must be members.
4. The membership fee will be reviewed annually at the Annual General Meeting. Anyone who has not paid within 3 months will be deemed to have left The Association unless extenuating circumstances have been previously communicated to a member of the General Committee in writing. Acceptance of such circumstances and permission to delay or waive payment of fees will be at the discretion of the General Committee.
5. The General Committee will consist of Association Officers together with between four and nine other members, of which at least four of the total represent North Road site and four of the total represent Clothall Road site. The Association Officers will consist of Chairman, Vice-Chairman, General Secretary, Treasurer and Trading Secretary. The officers and other General Committee members will be elected by the AGM for a 3-year term, with 4 or 5 positions elected each year, or more if resignations have occurred. The General Committee will meet at least twice per year. At the first meeting after the AGM it will elect two committee members to join the Officers on an Executive Committee, appoint Site Representatives for each site and a Minutes Secretary. All members of the Executive Committee will act as trustees of the Association. The Executive Committee will meet as necessary to conduct the business of The Association between General Committee meetings. Committee members will be expected to man the rota for the Allotment shop. The General Committee may appoint sub-committees to work on topics of interest or specific projects under the chairmanship of a committee member, who may co-opt other members to assist. Four members will form a quorum for the Executive committee. Seven members will form a quorum for the General Committee.
6. All Officer and Committee Members (whether elected, co-opted or advisory) are required to read the Code of Conduct for BALGA Officers and Committee Members, and sign to say that they will comply with it.
7. The financial and rental year will close on the 31st October. The Annual General Meeting (AGM) will be held within 3 months of the year end. Fourteen clear days' notice of the Annual General Meeting will be given to every member. The business of the AGM will consist of the election of officers and committee members as necessary, each for a 3-year term, also to receive the reports of the Chairman, Trading Secretary, Treasurer and Accounts Examiner. Members will also be elected to the rota for the Allotment Shop, to make up a rota with a minimum of 16 members. The meeting may also discuss and vote on proposals from the committee or from members. Seven clear days' notice must be given for proposals from members. They must be duly seconded and submitted to the General Secretary in writing. Fifty members or one third of the membership, whichever is lesser, will form a quorum. Proposals will be carried by a simple majority of those present, except for matters concerning changes to The Association’s Constitution and Rules (see 15 below). In the event of a tied vote, the Chairman will have the casting vote.

8. An Extraordinary General Meeting (EGM) may be called by the committee or by members, following the notice requirements for an AGM. Any member may call an EGM by submitting to the chairman in writing a motion supported by at least ten members.
9. The Association, in its best interest in running its own finances, will operate appropriate financial accounts with a Bank or Building Society. Cheques or any authorisation of expenditure of Association funds must be signed by two people. Signatories will be the Chairman, Vice-Chairman, General Secretary, Trading Secretary and the Treasurer. Any two signatures will be sufficient, as long as the two signatories are unrelated and reside at different addresses.
10. The Trading Account will be used for all membership fees, also for purchases and sales from the Allotment Shop. The Rent Account will be used for receipt from rents, grant funding and fundraising, and for expenditure on site maintenance and development of the two allotment sites. The General Committee will agree a reserve fund necessary for maintenance activities and will aim to put aside this sum from the rents. A third account will be used for deposits paid by tenants. The deposits will be refunded if the tenant returns the plot in satisfactory condition at the end of the tenancy.
11. The Association's accounts will be prepared annually and reported to the AGM. They will cover all financial transactions and all balances held in accounts. The accounts will be examined by a suitably qualified person appointed by the previous AGM.
12. Leases for the allotment sites will be signed by 3 trustees on behalf of The Association. These trustees will be the Chairman, Vice-Chairman and General Secretary. When these post-holders change, the new post-holder will accept this role of trustee for the leases. The Association will arrange insurance through NSALG to cover claims against the trustees.
13. All members of The Association are expected to act in a reasonable manner and to respect the rights of fellow members, other allotment holders and the wider community. Inappropriate, offensive or unlawful conduct in this regard, which is brought to the attention of the General Committee, may lead to membership being withdrawn and, for tenants, termination of tenancy. The decision of the General Committee on such matters will be final.
14. Tenancy agreements will include rules for appropriate behaviour, including the requirement to maintain plots in a satisfactory condition.
15. Any change of this Constitution and Rules must be agreed by a two-thirds majority at an AGM or an EGM, following notice of the proposed change being given to all members.
16. New tenants will be required to sign a Tenancy Agreement before renting a plot from The Association and to pay a deposit, refundable if the plot is given up in no worse condition than at the start of the tenancy. Photographic evidence will be used. Existing tenants will be required to sign the Tenancy Agreement before their tenancy is renewed. This agreement will refer to Clause 14.
17. The General Committee will decide any change of plot rents and/or concessions and bring this to the AGM for approval. Any increase in rent will not be applied without at least 6 months notice.
18. If the General Committee decides that the Tenancy Agreement should be changed, this will be brought to the AGM for approval. If approved, and if the change is substantial, all tenants will be required to sign the new agreement before their tenancy is renewed.
19. Enforcement of the terms of the Tenancy Agreement is a responsibility of the Executive Committee.
20. The Association's insurance stipulates that all committee members, trustees and members of the Allotment Shop rota must meet all conditions at that time required by the policy for their personal history. This will be checked before any appointment is confirmed.
21. In the unlikely event that it should be necessary, The Association may be dissolved by a motion to that effect being carried at an AGM or EGM. If this were to occur without a Treasurer in place, the National Society of Allotment and Leisure Gardeners would be asked to assist in winding up The Association and disposing of any assets. In this case management of allotments in Baldock would pass back to North Herts District Council in accordance with the terms of the Leases.

Previous version adopted 16th January 2017

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