



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

1. BALGA

- 1.1. 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).
- 1.2. 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, for use by local residents, 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.
- 1.3. A 'Local Resident' is hereby defined as a person living within 3 miles radius of the old Baldock Town Hall.
- 1.4. In addition to allotment plots, BALGA has a small number of raised beds for letting. BALGA Constitution and Rules apply equally to tenancies for plots and raised beds, unless stated otherwise in the tenancy agreement for raised beds.

2. MEMBERSHIP

- 2.1. Membership of The Association will be open to anyone over 16 years of age, including leisure gardeners and allotment co-workers, upon payment of the membership fee.
- 2.2. Anyone working on an allotment plot, other than someone contracted by the General Committee, must be a member of BALGA and registered as a tenant, a co-worker, or a named worker. This is for health and safety, insurance and contact purposes. In accordance with our GDPR policy, a copy of which is available at the allotment shop or on request, your details are not shared with anyone other than the National Allotment Society to comply with their conditions of membership and in exceptional circumstances with statutory agencies such as the police or, under terms of our lease, NHDC. Further details can be found in the BALGA Data Protection Policy.
 - Tenant: This is a Local Resident who is, or must become, a member of BALGA and who has a signed tenancy agreement with BALGA. The tenant pays the annual rent and is responsible for maintaining the plot to acceptable standards of cultivation. Full details of the tenant's accountabilities are set out in the Tenancy Agreement. A tenancy can be varied to become a joint tenancy between two members. A member under 18 cannot hold a tenancy for legal reasons.
 - Co-worker: This is a Local Resident nominated by the tenant to help work their plot. Nominations must be made via the Site Representative who will record

details on a BALGA Membership Application Form signed by the tenant. The nominated co-worker must become, or already be, a member of BALGA before they can be registered as a co-worker. A person cannot be registered as a co-worker for more than one plot, and there can only be one co-worker registered per plot tenancy. If the tenant should voluntarily terminate the tenancy the co-worker may be offered the opportunity to take over the tenancy provided that:

- a) The co-worker is still a member of BALGA at the time of termination
- b) The co-worker is a Local Resident
- c) The co-worker has been registered as a co-worker on the same specific plot for at least 18 months.
- d) By gaining the plot the co-worker would not have acquired tenancies equivalent to more than one full sized plot.
- e) The tenancy of the plot has been terminated voluntarily by the tenant or terminated as a result of ill health or other significant incapacity.
- f) At the time of voluntary termination, the tenant is NOT the subject of a formal letter regarding non-cultivation of the plot

The BALGA General Committee will consider an appeal from a co-worker where there are exceptional/compassionate grounds. The decision of the General Committee is final.

- Named Worker: This is a person nominated by the tenant to help work on their plot(s). The person already must be, or become, a member of BALGA before they can be registered as a named worker. There can be more than one named worker per plot. However, a named worker does not have the right to take over the plot should the tenant decide to terminate her/his tenancy. A person can be a named worker irrespective of residency.
- Associate Member: This is a member of BALGA who does not hold a tenancy on a plot and is not registered as a co-worker or named worker on a specific plot. Associate membership includes leisure gardeners whose purpose for joining BALGA is to have access to the members' shop. A person can be an associate member irrespective of residency.

2.3. 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.

3. RENTING A PLOT

- 3.1. New tenancies will normally only be offered to local residents. In exceptional circumstances a tenancy agreement can be made with a non-local resident at the discretion of the General Committee, whose decision is final.
- 3.2. In order to maximise the availability of plots to the community, BALGA will only agree new tenancies for half or quarter size plots. A tenant may hold more than one plot provided that the total size does not exceed the equivalent of one full plot.

- 3.3. 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 at the start and at the termination of a tenancy.
- 3.4. A concessionary rate (50%) is available on plot rentals for tenants who, at the time of annual rent renewal (1st November) or at the point of starting a new tenancy, meet one of the following criteria:
 - a) They are over the age of 60
 - b) They have a significant and longstanding disability **
 - c) They are in receipt of benefits. **
 - d) They are over the age of 18 and are a full-time student **

**Criteria b, c and d require the production of satisfactory evidence, annually at the time of rent renewal. Full details of benefits and disability concessions are set out on page two of the annual rent invoice.

4. WAITING LIST

- 4.1. In view of the high demand for allotments in the community, BALGA holds a waiting list managed in date order. The waiting list is normally restricted to local residents. In exceptional circumstances a non-local resident may be added to the waiting list at the discretion of the General Committee, whose decision is final.
- 4.2. Local Residents wishing to join the waiting list may do so virtually via the BALGA Website or by completing an application form at the BALGA shop. In either case the applicant must give informed consent to their contact details being held in BALGA records in order to comply with GDPR requirements.

5. COMMITTEES

- 5.1. 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, Trading Secretary and Database Manager. 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.
- 5.2. An advisory committee member is a person co-opted by the General Committee because of an area of specific expertise. A co-opted advisory member attends meetings on a 'need to attend' basis and does not have voting rights concerning committee decisions

- 5.3. All Officers 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. The General Committee will have the power to suspend from office any Officer or Committee Member who is considered to be in breach of this Code.

6. FINANCE

- 6.1. 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.
- 6.2. 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 solely 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 based on photographic evidence taken at the start and finish of the tenancy.
- 6.3. 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.
- 6.4. 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.

7. INSURANCE

- 7.1. Details of BALGA's insurance cover can be seen on the BALGA website and in the BALGA members' shop.
- 7.2. Members only are covered for public liability on the allotment sites, and for personal risk while working on association business.
- 7.3. There may be age limits for this cover imposed by the insurance company, and if so, these will be specified in the BALGA Annual Membership Supplement.

8. CONDUCT

- 8.1. 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. This includes racist or other discriminatory language, offensive communications posted on social media and any activities likely to bring the BALGA name into disrepute. Anyone whose membership and/or tenancy has been withdrawn as a result of inappropriate behaviour will be

barred from future membership (and therefore tenancy) at the discretion of the General Committee. The decision of the General Committee on the above matters will be final.

- 8.2. Tenancy agreements include rules for appropriate behaviour, including the requirement to maintain plots in a satisfactory condition. Tenants who do not maintain their plots to a satisfactory standard of tidiness and cultivation will receive a formal notice to that effect. A tenant who receives 3 formal notices in any 3-year period or who fails to act upon a formal notice will have their tenancy terminated by BALGA. The General Committee may set aside a decision to terminate a tenancy if there are extenuating circumstances. The decision of the General Committee is final.

9. ANNUAL GENERAL MEETING

- 9.1. The financial and rental year will close on the 31st October. The Annual General Meeting (AGM) will normally be held within 3 months of the year end. In exceptional circumstances the General Committee may defer the date of the AGM and /or the meeting arrangements. 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, Site Representatives 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.
- 9.2. Twenty members or 10% of the membership, whichever is greater, will form a quorum. Proxy voting will be allowed, and proxy votes will count towards the quorum. A proxy voting form will be prepared for each meeting and may be obtained from the General Secretary on request. Completed proxy voting forms must be received by the General Secretary at least 3 hours before the start of the meeting. Proposals will be carried by a simple majority of those present plus proxy votes, except for matters concerning changes to The Association's Constitution and Rules (see 10 below). In the event of a tied vote, the Chairman will have the casting vote.
- 9.3. 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 General Secretary in writing a motion indicating any matter they wish to raise which is supported by at least ten other members. The criteria for an EGM quorum are the same as for an AGM.

10. CONSTITUTION

- 10.1. Any change of this Constitution and Rules must be agreed by a two-thirds majority at an AGM or an EGM, (including proxy votes), following notice of the proposed change being given to all members.
- 10.2. 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.
- 10.3. 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.

- 10.4. Enforcement of the terms of the Tenancy Agreement is a responsibility of the Executive Committee.
- 10.5. The General Committee has responsibility for the production and review of policies concerning the various BALGA activities.
- 10.6. 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.
- 10.7. 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 by a two thirds majority of members present plus proxy votes. 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.

Version 6

Previous version 5 adopted January 2019

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approved by a majority of 98% of members voting.

Michael A. Coyle
Chairman, Baldock Allotments and Leisure Gardeners Association
21st June 2022.