

# The Hungerford Allotment Holders' Association

## Constitution

Version 1.4 – Revised by HAHA Committee on 11<sup>th</sup> September 2018

### 1 Name of Association

The name of the Association shall be “The Hungerford Allotment Holders’ Association (HAHA)”.

### 2 Objectives of the Association

The objectives of the Association shall be, through its Management Committee, to:

- a) Manage allotments within the Hungerford area (currently the Fairfield Garden and Marsh Lane allotment sites) on behalf of Hungerford Town Council (HTC) and the allotment holders;
- b) Provide an effective communication channel between HTC and the allotment holders;
- c) Ensure that funds raised from rental income, grants or by other means are used efficiently and effectively in the management and development of sites to the benefit of all allotment holders;
- d) Conduct negotiations with HTC (the head leaseholder) and others;
- e) Promote understanding and benefits of allotments in the Hungerford area community;
- f) Work with other groups in the Hungerford area to widen public support for allotments and seek opportunities to provide education to the community of Hungerford on gardening and allotment matters;
- g) Encourage the adoption of good practice amongst allotment holders in sustainable management of the land in support of biodiversity;
- h) Seek to ensure future demand for allotments is anticipated, planned and met.

### 3 Obligations on the Association

The obligations on the Association will be to:

- a) Manage the sites so as to encourage compliance with the terms of the Allotment Rental Agreement signed by each allotment holder.
- b) Develop the sites in accordance with a documented management strategy that reflects the reasonable aspirations of all allotment holders, regardless of whether or not they are members of HAHA.
- c) Not commit works to either allotment site which may be in breach of the Lease or instruct works where the financial liability may be placed before HTC, without the authority of the Town Clerk.
- d) Ensure that all significant decisions regarding both sites have the majority support of the HAHA committee.
- e) Administer waiting lists, plot registers, budgets and breaches of Rental Agreement terms using controlled processes.
- f) Not remunerate any of its officers. However, payment of reasonable, validated out of pocket expenses directly incurred in fulfilling their duties to HAHA will be permissible.



- g) Ensure that this Constitution aligns with its obligations under the Heads of Agreement with HTC.
- h) Appoint representatives to attend the HTC Recreation, Amenities and War Memorials Committee.

#### **4 Site Management by the Association**

##### **4.1 Plot Allocation, Monitoring and Promotion**

HAHA will:

- a) Divide the allotment land into plots, each with a unique reference number.
- b) Keep a register of allotment plots which contains:
  - i. Plot number and size;
  - ii. Date allocated and given up;
  - iii. Name and contact details of allotment holder
- c) Allocate plots to those who are over 18 years of age and to educational and organising groups within the Parish, using a three tier process:
  - i. Hungerford residents (as per the WBC parish boundaries map) would be Priority 1 and always take precedence over Priority 2 and 3 plot applicants.
  - ii. Residents of Froxfield and Chilton Foliat would be Priority 2. Priority 2 applicants would always take precedence over Priority 3 applicants.
  - iii. Residents of all other towns and villages would be eligible to go on the waiting list as Priority 3, subject to them demonstrating a sensible link to the Hungerford community.
- d) Allocate plots fairly by giving priority to those who have been longest on the waiting list and who do not already have an allotment.
- e) Where there are two or more applicants of equal priority, the issue will be decided by drawing lots.
- f) Keep a waiting list of those who wish to become allotment holders, with name, contact details and date of application.
- g) When the waiting list is empty, promote the availability of allotment plots within Hungerford and its immediate environs, with the aim of maintaining a minimum of 95% active occupancy.
- h) Adopt a minimum plot holding for a household on any site of one pole.

##### **4.2 Physical Asset Management**

HAHA will keep a register of the physical assets that make up the sites, which identifies ownership and maintenance responsibilities. Where HAHA is the maintainer, the register will identify:

- a) Any legal obligations specific to the assets.
- b) Maintenance and renewal activities and frequencies;
- c) Budgetary costs.

HAHA will maintain the assets against this register and report any significant exceptions to HTC.

## **5 Risk Management by the Association**

To manage risks on the sites HAHA will:

- a) Where appropriate, erect rabbit and deer fencing with access gates.
- b) Secure the sites using fences, gates and padlocks, as appropriate.
- c) Take out Public and Products Liability insurance and Employer's Liability Insurance.

To manage financial risks HAHA will:

- d) Establish annual budgets for each site and for HAHA as a whole, with expenditure monitored by commitment against budget.
- e) Ensure that investment decisions are agreed and noted at Committee meetings.

## **6 The Association's Communications and Management Strategy**

HAHA will:

- a) Meet with HTC representatives at mutually agreed frequency to allow both parties to report against the terms of this Heads of Agreement.
- b) Label each site with the HAHA and HTC names and the contact details for applying for a plot.
- c) Establish a HAHA website as a central point for contact details and information about HAHA and its managed sites for the general public.
- d) Encourage membership of HAHA through a variety of activities, including the provision of access to discounted plants, seeds and materials.
- e) Encourage and facilitate communications between the HAHA Committee and all allotment holders so as to identify reasonable aspirations for site developments that can be incorporated into a management strategy for each site.

## **7 The Associations Financial Arrangements**

HAHA will:

- a) Be responsible for collecting the rent from Marsh Lane allotment holders from 1<sup>st</sup> February each year
- b) Be responsible for collection of rent from Fairfields allotment holders from 1<sup>st</sup> February each year
- c) Establish and maintain a bank account in the name of HAHA and bank all monies received from any source on behalf of HAHA shall be paid into that account.
- d) Be responsible for paying HTC the yearly rent of £1080 due in advance for Marsh Lane by 28<sup>th</sup> February, for the duration of the Lease.
- e) Additionally, pay HTC £200 for the first year and for £300 for each of the subsequent three years. This money (otherwise known as a "Sink Fund") will be held by HTC in a marked allotment account for the clearing of the site on expiration of the lease, or other allotment contingencies that HAHA is unable to fund.
- f) Be responsible for paying HTC the yearly rent of £1 due in advance for Fairfields by 28<sup>th</sup> February, for the duration of the lease.
- g) Be responsible for the management of the allotment holder income minus the appropriate Rent and Sinking Funds for Allotment Management activities. This will include but is not

limited to: half share with HTC of any legal fees relating to the Heads of Agreement document, insurance cover, repayment of loans supporting the grants, additional allotment maintenance activities at both Marsh Lane and Fairfields sites, such as lawn mowers, grass seeds for paths, water provision.

- h) Be a non-profit making organisation. All excess income will be reinvested for the upkeep and well-being of the allotment site and allotment holders.
- i) Keep proper auditable accounts, and update HTC as to overall financial standing at a frequency to be mutually agreed with HTC.
- j) On termination of this Heads of Agreement by either party, or on the disbanding of HAHA, hand all assets and surplus rental and grant funds (but not any funds raised by HAHA's own initiatives) back to HTC.
- k) Supplement income from rental fees by actively seeking grants or other funds that may be available which may include requests to HTC to purchase high capital items for either allotment site.

Note 1: Rent is currently set at £12 per pole per year.

## **8 The Associations Financial Principles**

The financial year for HAHA shall run from 1<sup>st</sup> April to 31<sup>st</sup> March.

- a) HAHA finances shall be managed through three cost centres:
  - i. HAHA
  - ii. HAHA Marsh Lane
  - iii. HAHA Fairfields Garden Allotments
- b) The finances for all three cost centres shall be managed through a dedicated account at a single branch of a nationally recognised bank in or near Hungerford. The account shall be established by reference to this Constitution and minutes of the HAHA Management meeting.
- c) The account shall require two authorised signatures of Management Committee members before a cheque can be valid. There shall be at least three Management Committee members who are authorised signatories
- d) The names of the approved signatories shall be formally recorded at the HAHA Management meeting.
- e) For electronic transactions, a signed docket will be lodged in the HAHA finance records to identify that these standards have been met.
- f) Any application for grants, awards etc. shall be through the HAHA Management Committee.
- g) HAHA shall over time develop a reserve to fund any major expenses beyond the means of an individual site's annual budget. The sum allocated to this reserve each year shall be determined at the start of each financial year and shall be based upon a percentage of the uncommitted income from each site; i.e. income net of insurance, lease rental and other unavoidable costs.

## **9 Membership of the Association**

- a) Any allotment holder of either the Fairfields Garden Allotments or Marsh Lane sites is eligible for membership of HAHA on the basis of being a signatory (or partner of a signatory) to a Plot Holders Agreement.
- b) Every member undertakes to abide by this Constitution and any published alterations that may be made in accordance with the rules.

- c) HAHA shall keep a record of its members to include names and contact details;
- d) At HAHA General Meetings and Extraordinary meetings only the actual signatories to plot holders' agreements are allowed to vote if they are a member of the Association. A signatory has only one vote, regardless of how many plot holders' agreements they have signed.
- e) At HAHA Management Committee meetings each constitutionally appointed attendee has a single vote.

## **10 The Association's Management**

- a) The affairs of the Association shall be conducted by a Management Committee comprising a minimum of:

- Chair
- Deputy Chair
- Secretary
- Assistant Secretary
- Treasurer
- Assistant Treasurer
- Seed Secretary

These posts shall be elected from members of HAHA by majority vote at a General meeting and, wherever practicable, shall be drawn proportionately from across both allotment sites.

- b) With the aim of achieving 10% plot holder representation for each site, other HAHA members may be elected to the Management Committee by majority vote of the Committee. However, any HAHA member may attend Committee meetings as a non-voting observer.
- c) The tenure of any post on the Committee and of all other officers voted for at a General Meeting whether permanent or temporary shall be voluntary, unpaid and open only to Members of the Association.
- d) Officers shall be elected for the ensuing year at the Annual General Meeting by a majority vote.
- e) Officers shall be eligible for re-election each year.
- f) Vacancies shall be filled by the Committee from amongst the HAHA membership and those so appointed shall hold office until the next General Meeting.
- g) The Secretary, Treasurer, Chair, Seed Secretary and other elected members of the Committee shall keep accurate records of their dealing on behalf of HAHA which shall be available for inspection by Members and published on the HAHA web site.
- h) A minimum of four Management Committee members need to be present to make the HAHA Management Committee meeting quorate. However, if any decision has to be taken that uniquely affects one site, a representative of that site must be present to make the meeting quorate.

## **11 Association General Meetings**

- a) Members of the Association shall be eligible to vote at General Meetings, Annual General Meetings and Extraordinary Meetings on the basis of one vote per plot holding. Plotholders who are not members of the Association are not eligible to vote at General Meetings
- b) An Annual General Meeting shall be held each year at a time and place chosen by the Committee. At least 21 days notice shall be given to Members via the site notice boards and the HAHA web site.
- c) At the AGM the Treasurer shall submit independently inspected accounts for the year and the Secretary shall submit a report covering the year's activities.
- d) Resolutions for discussion at the AGM must be submitted to the Secretary at least 7 working days before the meeting to allow preparation for the meeting.
- e) An Extraordinary General Meeting may be called on the direction of the Committee, or by 10 of the members, and notice delivered to the Secretary. At least 21 days' notice shall be given to Members via the site notice boards and the HAHA web site.
- f) Only the matters raised for calling the EGM will be discussed and no other business shall be taken at the meeting.

## **12 Changing this Constitution**

- a) Changes to this Constitution can be made in draft by a unanimous vote at a Management Committee meeting.
- b) The draft changes will be published on the site notice boards and the HAHA web site, with a copy being sent to HTC.
- c) The Management Committee will work to the draft changes until they are voted upon at the next General Meeting at which they will be accepted or rejected by the Membership. If the changes are rejected, they cannot be re-introduced by the Management Committee for at least 12 months.

## **13 Cancellation of Membership**

Failure by an individual to abide by this Constitution may result in their membership being rescinded by the Management Committee, based upon a majority vote. Such a decision shall only be made after the individual has been offered an opportunity to defend their position to the Committee.

## **14 Association Dissolution**

The Association can be dissolved at a General Meeting by an affirmative vote to this effect of three quarters of the Membership present and voting. Any assets are tied and must then be transferred to the HAHA Secretary for formal transfer to HTC. They cannot be divided among the members.