

Wester Hailes Allotment Association

Constitution and Rules

(Adopted at AGM on 28 November 2009 and amended as regards Rules 11.5 and 15.2 at AGM on 27 March 2010 and as regards the Missive of Let at EGM on 28 August 2010 and as regards rules 4.1, 10.4 and the missive of let at AGM on 29th March 2014. Further amended as regards Rules 4.6, and 15.3 at the AGM on 28th March 2015. Further amended as regards Rule 2.2 at the AGM on 25 March 2017. Further amended as regards Rules 10.1 and 14.1 and 14.2 at the AGM on 12 June 2021.)

1. Name

The Association shall be known as the Wester Hailes Allotment Association (hereinafter referred to as “the Association”)

2. Designated Area

2.1 The Association’s designated area shall, for the time being, be the area of land extending to 4.765 acres or thereby off Westburn Avenue, Edinburgh.

2.2 The said land is occupied by the Association under the terms of a lease granted in its favour by the former Edinburgh District Council (now the City of Edinburgh Council) (hereinafter referred to as the Council) and under an agreement with Mr Jestyn Davies, Murray Estates Ltd, 26 Charlotte Square, Edinburgh, EH2 4ET.

3. Objects

The objects of the Association shall be:

- (a) To manage and supervise the allotments within the designated area for the benefit of the members of the Association in accordance with this constitution; and
- (b) To promote and encourage an interest in the cultivation and enjoyment of the allotments within the designated area.

4. Membership

4.1 All tenants of an allotment or part allotment within the designated area, being the persons named in the Missive of Let issued by the Management Committee, shall, for the time being, be deemed to be members of the Association. For purposes of this constitution, “persons” also means “organisations”.

4.2 All members of the Association and any organisation in membership shall be entitled to one vote only at meetings of the Association.

4.3 In the event of the death of a member, the Management Committee may agree to the transfer of membership (and with it the tenancy of the allotment) to the spouse/partner or a child of the deceased member, but there shall be no automatic right of such a transfer.

4.4 The Management Committee shall maintain a list (a “waiting list”) of the names of persons who have applied for a tenancy of an allotment within the designated area.

4.5 The names of such persons shall be added to the waiting list in the order in which they applied for an allotment.

4.6 Persons who are already members of the Association or other persons living in the same household shall not be admitted to the waiting list without the express agreement of the Membership at an AGM or EGM. Members of the Association who are tenants of a half plot and who wish to become tenants of a whole plot may, however, be admitted to the waiting list for that purpose.

4.7 Persons who have previously been members of the Association and who have had their tenancies terminated under Rule 6.1 shall not be admitted to the waiting list.

5. Allocation of Tenancy

5.1 The allocation of a tenancy of an allotment shall be the responsibility of the Management Committee. The Management Committee shall discharge that responsibility in accordance with the following rules: -

(a) the tenancy of any vacant allotment shall be reallocated as soon as practicable after it becomes available;

(b) where there are names on the waiting list, the tenancy of any available allotments shall be offered to the persons on that list in the strict order of the list;

(c) where there are no names on the waiting list, the Management Committee may allocate the tenancy of any available allotment in a manner which would, in their opinion, serve the best interests of the Association at the particular time; and

(d) a person who refuses 3 offers of an allotment shall go to the end of the waiting list.

5.2 The tenancy of an allotment will initially be allocated on a trial basis for a period of six months. If after that period the plot has not been cultivated to an acceptable standard in accordance with the Conditions of Let and in the opinion of the Management Committee, the person concerned shall be required to vacate the allocated allotment forthwith. In that event, the person concerned will have no right of appeal under Rule 13.

6. Termination of Tenancy

6.1 The Management Committee may terminate the tenancy of any member who, in their opinion: -

(a) has failed to observe any of the conditions set out in the Association's Standard Missive of let (Annex A);

(b) deliberately contravenes any condition laid down in this constitution; or

(c) acts in a manner which is detrimental to the Association or to the general welfare of Association members.

6.2 The Secretary shall serve any notice of termination of tenancy in writing on the person concerned and the notice will give the reasons for the tenancy being terminated and advice as to the person's right to appeal under Rule 13.

6.3 A member may give up his or her tenancy at any time by notifying the Secretary in advance in writing.

7. Financial Accounting Matters

7.1 For purposes of accounting, the financial year of the Association shall be 1 March to the last day of February each year.

7.2 A banking account in the name of the Association shall be operated by the Chairperson, Secretary and Treasurer, any two of whom may sign cheques and other financial documents on behalf of the Association. Expenditure in excess of £200 must be approved in advance by the Management Committee.

7.3 The accounts of the Association shall be made up to the last day of February each year and shall be audited or examined at least once every year by the auditor/independent examiner appointed at the preceding Annual General Meeting.

7.4 The audited accounts shall be presented to the Annual General Meeting each year.

7.5 All monies raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose.

8. Rent

8.1 The rental year of the Association shall be 1 April to 31 March each year.

8.2 The annual rent shall be fixed by a general meeting of members of the Association at such a level as will ensure the satisfactory operation of the Association during the following year.

8.3 Rent must be paid in full by members no later than 30 April each year, except in the case of new members who shall, at the time of admittance to membership, pay a sum equal to one-quarter of the annual rent for each 3-month period or part thereof remaining in the rental year.

9. Management

9.1 The day-to-day business of the Association shall be conducted by a Management Committee comprising: -

- the Chairperson, Vice Chairperson, Secretary and Treasurer of the Association (“the Offices Bearers”); and
- five other members of the Association (“ordinary members”).

9.2 The Management Committee shall meet not less than once in every three months. At any meeting of the Management Committee, 5 members shall constitute a quorum.

9.3 In the absence of the Chairperson, the Vice-Chairperson shall chair any scheduled meeting of the Management Committee. In the absence of the Chairperson and the Vice Chairperson, the Treasurer shall chair any scheduled meeting of the Management

Committee. In the absence of all three of these Office Bearers, the scheduled meeting will be postponed.

9.4 Where questions arising at any Management Committee meeting fall to be decided by a vote, the decision shall be determined by a majority of votes, and in the case of an equality of votes, the person chairing the meeting shall have a second or casting vote.

9.5 A member of Management Committee may resign from the Committee at any time by notifying the Secretary in advance in writing,

9.6 Any member of the Management Committee who is absent from 3 consecutive meetings of the Management Committee without reasonable cause or who is no longer a member of the Association shall be deemed to have resigned from the Committee.

9.7 Any vacancy occurring amongst the Office Bearers may be filled by the Management Committee on a temporary basis until an Extraordinary General Meeting or ballot of members can be arranged to fill the vacancy on a substantive basis. Any vacancy occurring amongst the ordinary members of the Management Committee may be filled by the Management Committee. Any person so appointed shall hold office until the next AGM.

9.8 Subject to the overriding authority of the members at an Annual or Extraordinary General Meeting, the Management Committee is the sole authority on the interpretation of the Constitution and Rules and the decision of the Management Committee upon any question or interpretation or upon any matter affecting the Association not provided for in the Constitution and Rules shall be fixed and binding upon the members of the Association.

10. Annual General Meeting

10.1 The Annual General Meeting of the Association shall be held in March each year. Where unforeseeable circumstances prevent the Annual General Meeting from being held then, the existing Management Committee may continue in office until the Annual General Meeting or an Extraordinary General Meeting can be held provided they obtain from members a mandate to continue. A simple majority of members voting in favour would constitute such a mandate.

10.2 Notice of the holding of the Annual General Meeting shall be sent by the Secretary to every member of the Association and posted on the Association notice boards at least 21 days prior to the date of the meeting and shall specify the date, time and place of the meeting and shall invite nominations for the Management Committee, motions and any other business.

10.3 The Secretary shall send the agenda for the Annual General Meeting to every member of the Association and arrange for a copy to be posted on the Association notice boards at least 7 days prior to the date of the meeting.

10.4 The business at a General Meetings shall be limited to the Agenda items approved by the Committee and should include

- Chairperson's remarks
- the annual report by the Secretary of the preceding year's activity
- the audited statement of accounts
- election of Office Bearers and other members of the Management Committee
- appointment of 2 members to the Appeals Committee

- appointment of auditor/independent examiner
- any motions or other business notified in writing at least 14 days before the meeting
- Appointment of two Trustees

10.5 All members of the Association shall be eligible to attend and vote at the Annual General Meeting. Non-members may attend but they shall not have any voting powers and may only speak at the meeting on the invitation of the person chairing the meeting. Any non-members present at an Annual General Meeting shall be disregarded for the purpose of establishing the quorum for the meeting.

10.6 In the event of an equality of votes at the Annual General Meeting, the person chairing the meeting shall have a second or casting vote.

10.7 The quorum for the Annual General Meeting is 20 members.

10.8 Nominations, proposed and seconded, for the various Officer Bearer positions and for positions as ordinary members of the Management Committee shall be made in writing to the Secretary not later than 14 days prior the Annual General Meeting. Persons nominated and proposers and seconders must be members of the Association.

10.9 Nominations will only be accepted at the Annual General Meeting where for any particular position or positions no valid nominations had been received in writing by the Secretary by the due date.

11. Extraordinary General Meeting

11.1 An Extraordinary General Meeting of the Association may be convened at any time by the Committee or upon a requisition addressed to the Secretary, signed by the not less than 20 members of the Association, stating the purpose of the requested meeting.

11.2 An Extraordinary General Meeting requisitioned by members shall be convened within 21 days from the date of receipt of the requisition.

11.3 At least 7 days before any Extraordinary General Meeting the Secretary shall send to every member of the Association a notice stating the date, time and place of the meeting and the business to be transacted.

11.4 The business to be transacted at an Extraordinary General Meeting shall be confined to the matter or matters for which the meeting was called or requested as the case may be.

11.5 All members of the Association shall be eligible to attend and vote at an Extraordinary General Meeting. Non-members may attend but they shall not have any voting powers and may only speak at the meeting on the invitation of the person chairing the meeting. Any non-members present at an Extraordinary General Meeting shall be disregarded for the purpose of establishing the quorum for the meeting.

11.6 The quorum for an Extraordinary General Meeting is 20 members.

12. Complaints Procedure

12.1 Any member wishing to complain about any aspect of the affairs of the Association must make the complaint in writing to the Secretary stating the nature of complaint. The

Secretary will normally present the complaint at the next scheduled meeting of the Management Committee.

12.2 If the complaint is of a serious or urgent nature, a special meeting of the Management Committee may be called at the discretion of the Chairperson or, in his or her absence, the Vice Chairperson.

12.3 After due consideration of the complaint by the Management Committee, the Secretary shall send a written notice to the complainant advising him or her of the Management Committee's decision as regards the complaint.

12.4 If the complainant is dissatisfied with the Management Committee's decision as regards the complaint, he or she may invoke the appeals procedure provided for under Rule 13.

13. Right of Appeal

13.1 An aggrieved member may appeal against any notice served on him or her by or on behalf of the Management Committee provided: -

(a) the appeal is in writing and is registered with the Secretary within 7 days from the date of the notice; and

(b) the reasons for appeal are explained in the correspondence.

13.2 The Secretary shall forward the appeal to the Appeals Committee and will arrange for a meeting of that Committee to take place as soon as is reasonably practicable in order that it may hear the complaint. The Secretary will then write to the aggrieved member with information about the date, time and venue of the hearing, inviting him or her to attend the hearing.

13.3 The Appeal Committee's decision will be notified in the first instance to the Management Committee. The Secretary will then inform the aggrieved member in writing of the Appeals Committee's decision, which decision shall be final and not subject to further appeal.

13.4 During the course of the appeal process the notice served on the member by the Management Committee will be suspended until final decision is made by the Appeals Committee.

14. Appeals Committee

14.1 The Appeals Committee will comprise the Chairperson, or in his or her absence, the Vice Chairperson, and two members of the Association elected annually at the Annual General Meeting. There will also be elected annually at the Annual General Meeting two reserve members of the Appeals Committee who will only be called to serve on that Committee in the event of a vacancy or vacancies occurring on the Committee in the course of the year. They will be called to serve, if necessary, in the alphabetical order of their surnames.

14.2 The elected members and reserve members of the Appeals Committee may not be members of the Management Committee.

15. Miscellaneous

15.1 No alteration of, deletion from or addition to this Constitution may be made except by a resolution carried by a majority of at least two-thirds of the members present at an Annual or Extraordinary General Meeting, the notice of which shall contain particulars of the proposed alteration, deletion or addition.

15.2 The Association shall continue to exist until otherwise decided by the express wish and desire of three-quarters of the members present at an Extraordinary General Meeting called for the purpose of winding up the Association, and any monies remaining at the point of dissolution after the discharge of all debts and other liabilities shall be divided equally between those members who have been members for two years or more.

15.3 In the event of a full resignation of the Management Committee two trustees will assume the day to day business of the Association and arrange for an EGM to elect new Management Committee or the winding up of the Association. The trustees shall be elected by the Membership of the Association at the AGM.

**Wester Hailes Allotment Association
Standard Missive of Let**

On behalf of the Wester Hailes Allotment Association (hereinafter referred to as “the Association” I,....., being a duly appointed representative of the Association, hereby offer to let on a trial basis in the first instance allotment No.____ East/West to the person whose details are noted below on the terms and conditions stated hereunder.

Representative’s Signature:

Date plot allocated:

End of trial period:

Person to whom let is offered

Name:

Address:

..... Post Code.....

Phone No: Mobile No:

Email address:

I, being the person whose details are noted above, hereby accept the offer of let, on a trial basis in the first instance, of the above-mentioned allotment from the date entered below at an initial deposit of £100 plus rent of £25 and thereafter at the level of rent determined by the Association for all members of the Association. By accepting this offer of let I agree to abide by the Conditions of Let set out below, and I accept that failure to do so could result in my tenancy being terminated. I also accept that if, after an initial trial period of 6 months from the date below, the allotment has not been cultivated in accordance with the Conditions of Let and to the satisfaction of the Management Committee, the tenancy will not become a permanent tenancy and I will be required to quit the allotment forthwith, without any refund of rent or right of appeal. I will not erect any shed or greenhouse on the plot during this trial period.

Signature:..... Date:.....

CONDITIONS OF LET

1. I will at all times abide by the Association Constitution and will pay my rent not later than 30 April each year.
2. I will cultivate and maintain my allotment in accordance with the principles of good husbandry wholly or mainly for production of fruit and vegetable crops for consumption by myself and/or my family and to a standard of at least seventy-five percent of the said allotment being under cultivation.
3. I will keep the allotment in proper cultivation and will carry out my operations thereon, including manuring or otherwise “feeding” the ground and burning or disposing of my rubbish in such a way as not to cause annoyance or disturbance to other plot holders, the Council or their tenants or to neighbouring proprietors or tenants. Furthermore, I will only burn rubbish associated with my operations on the allotment. I understand and accept that the burning at any time of plastic or any other materials which may give off noxious or toxic fumes is forbidden.
4. I will keep in good repair the fences surrounding my allotment and will keep clear and free from obstruction by plants, weeds or otherwise the pathways adjoining my allotment. I will also use my best endeavours to protect the other allotments and produce thereon, including by observing at all times the security rules set out in paragraphs 15 to 21 below.
5. I understand that I may be permitted to erect on the allotment a hut and/or a greenhouse, toolbox or a garden frame subject to my being given the prior consent of the Management Committee.

6. I will not grow any trees other than fruit trees on the plot. If requested by the Management Committee, I will agree to the removal of any trees measuring over 6 inches in diameter, measured at a height of 6 feet, and arrange for the removal of the tree at my own expense.
7. I will keep any pet(s) I may bring onto the allotment site under control at all times and in particular I will not allow my pet(s) outside my allotment except on a leash. I understand and accept that the housing or kennelling of pets, livestock or other animals on the allotment site is forbidden.
8. I accept that I may only keep bees on the allotment if I am a qualified bee keeper and I have been given prior, written approval by the Management Committee. If I do keep bees on the allotment under these provisions, I will do so in a responsible manner and in such a way as to avoid causing annoyance or disturbance to other plot holders.
9. I understand that the Association and Management Committee shall not be held responsible for any injury or damage caused by myself or my pet(s) (including any bees I may keep) or by any vehicle I may bring onto the allotment site. I accept that any vehicle or other property of mine may only be brought onto the allotment site at my own risk.
10. I will relieve the Association and the Management Committee of all claims, demands or actions which may arise as a result of my use of the allotment and the site.
11. I will not assign the tenancy of the allotment in whole or in part to any other person.
12. In the event of my deciding to give up the tenancy of the allotment I will give one month's notice to the Secretary. In that event, I accept that no part of the rent I have paid will be refunded. I will leave the allotment in a clean and orderly state and will, if requested to do so by the Management Committee, remove any hut and/or greenhouse, toolbox, or garden frame, which I have put thereon. In the event of my failing to do any of these things, the Association shall be entitled to have them carried out at my expense.
13. Any hut and/or greenhouse, toolbox or garden frame which I am allowed to leave on the allotment will become the property of the Association to do with as it sees fit.
14. I accept that failure on my part to abide by any of these Conditions of Let may result in my tenancy being terminated.

SECURITY

15. All tenants should lock the site gates immediately after they enter or leave the site. The gates should not be left unlocked for a person or delivery coming later.
16. A tenant receiving a delivery should meet the person making the delivery at the gates and should lock the gates immediately after they have entered the site.
17. If the tenant cannot personally be available, he or she should arrange for another tenant to receive the delivery on his or her behalf.
18. Site keys should not in any circumstances be given to the person making the delivery or to any other person and **they should not be copied for any person.**
19. When the person making the delivery leaves the site the gates should be locked again by the tenant receiving the delivery.
20. Delivered materials should not be left in communal areas nor should tenants arrange for materials to be left at the site gates.
21. Tenants arranging deliveries of materials for communal use are required to follow these rules, except that bulk deliveries of manure, woodchips and mushroom compost may be temporarily left in a convenient communal area for short periods.

Return of Initial deposit

This deposit fee is returnable to the tenant when their lease is terminated providing they satisfy the following conditions: -

- The plot is returned in at least the same condition as initial let
- The gate key is returned
- There is no unwanted storage of materials or rubbish.
- This will be determined by inspection by a member of the committee prior to termination of lease.