

## CONSTITUTION OF

# Hitchin Community Gardens (incorporating the Triangle Community Garden)

### 1. NAME

The name of the organisation will be Hitchin Community Gardens and the community garden maintained by Hitchin Community Gardens at Ransom's Recreation Ground, Hitchin will be called the Triangle Community Garden (hereinafter called 'the Garden').

### 2. AIMS

Hitchin Community Gardens has been set up to provide opportunities for gardening-related education and recreation for people living in Hitchin and the neighbourhood (hereinafter called the Area of Benefit).

To meet these aims, but not otherwise, the Garden will strive to:

- Promote the benefits of community gardening by working with the community, appropriate statutory authorities, voluntary organisations and the general public to provide facilities for recreation and education. This will be in the interests of social welfare, improving the conditions of life for those who would benefit from these facilities.
- Help educate the public in horticulture, garden crafts, and the protection and improvement of the natural environment through best environmental practices (such as encouraging reduction, re-use and recycling, and related subjects). The Garden hopes that offering these leisure activities will help people mature as individuals and members of the community.
- To cultivate and protect the environment of the garden, raising awareness of the environment and encouraging consideration for and appreciation of plants, wildlife, gardens and open spaces.
- Provide education and training for a variety of people, including those with learning difficulties, helping to prepare them for work, if appropriate, and raising their self-esteem.
- Provide therapeutic activities, including conservation and gardening, for people with physical or learning difficulties or mental health problems.
- Provide a resource for local schools and colleges where students can learn about gardening, conservation and the natural environment.

The Garden will have powers to affiliate to other organisations with similar charitable aims. It will operate an Equal Opportunities Policy.

### 3. MEMBERSHIP

Membership will be open, irrespective of nationality, religious opinion, age, gender or race, to:

- a) People over the age of 18 living in the Area of Benefit (Full Members).
- b) People under the age of 18 years living in the Area of Benefit (Youth Members).
- c) Well-wishers everywhere (Friends of the Garden). Friends of the Garden will not be able to vote at Members' Meetings.
- d) Plot holders, who will pay an annual fee for the use of their plot, key, tools and lockup. The fee will be determined by the Core Group.

### 4. TERMINATION OF MEMBERSHIP

The Management Committee (Core Group) will have the right, for good and sufficient reason, to terminate the membership of an individual member, provided that the individual member has the right to be heard by the Core Group before a decision is made.

### 5. THE MANAGEMENT COMMITTEE (CORE GROUP)

Subject to limitations set out in clause 7, the policy and general management of the affairs of the Garden shall be directed by a Management Committee (herein called 'the Core Group') which will meet at least four times a year.

The Core Group will consist of a minimum of seven and maximum of 12 Full Members elected at the Annual General Meeting. The Core Group may also co-opt further members provided that the number of co-opted members does not exceed one-third of the total number of members of the Core Group as defined above. One-third of the members of the Core Group will retire annually, but will be eligible to be appointed or co-opted again.

### 6. OFFICERS

Honorary Officers. The Annual General Meeting will elect a Chairperson, Vice Chairperson, Treasurer and Secretary and other Officers as the Core Group sees fit. All Full Members of the Garden are eligible for election as Officers.

### 7. POWERS

In order to achieve the aims of the Garden the Core Group will have the power to:

- a) Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges necessary for the promotion of the Garden's aims, and construct, maintain and alter any buildings or erections necessary for the work of the Garden.
- b) Subject to such consents as may from time to time be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property of the Garden.

- c) Take and accept any gifts of property, whether subject to any special trust or not.
- d) Undertake and execute any charitable trusts that may lawfully be undertaken by or on behalf of the Garden.
- e) Provide accommodation, services and facilities as appropriate.
- f) Hold events, talks and discussions, and provide instruction and information.
- g) Print and publish or arrange to have printed and published (whether free or for sale at moderate prices) reports, periodicals, leaflets and other literature.
- h) Establish and support any charitable institution or body and subscribe or guarantee money for charitable purposes.
- i) Issue appeals, hold public meetings, lectures and exhibitions, and take steps to promote and publicise the Garden's aims and procure contributions to its funds in the form of donations, subscriptions, covenants and otherwise.
- j) Conduct research and publish useful results of all such research.
- k) Co-operate and co-ordinate with representatives of the statutory authorities and voluntary organisations and other charities in the achievement of any of the Garden's aims.
- l) Employ and remunerate staff – providing pensions and similar benefits as would be required of good employers.
- m) Promote, encourage and undertake experimental work in the provision of public amenities.
- n) Take other steps, as agreed by the Core Group, to further any of the Garden's aims.

## 8. ANNUAL GENERAL MEETING

The Core Group will hold an Annual General Meeting of the Garden, open to all Garden Members and the public. The Annual Report of the Core Group and the Annual Audited Statement of Accounts will be presented at this meeting and the resignations and appointment of Core Group Members will be conducted. An auditor or auditors or independent examiner(s) may also be appointed. Recommendations can be made to the Core Group and, whenever necessary, the meeting will vote on proposals to amend the constitution in accordance with clause 14 (below).

## 9. SPECIAL GENERAL MEETINGS

The Chairperson or Secretary of the Core Group may decide at any time to call a Special General Meeting of the Garden to alter the constitution in accordance with clause 14 hereof, or to consider any matter which may be referred to them by the Core Group. If the Chairperson or Core Group receives a written request to hold a Special General Meeting, signed by not less than 20 members and giving reasons for the request, a meeting must be held within 21 days.

## 10. RULES OF PROCEDURE AT ALL MEETINGS

### a) Voting

Subject to the provisions of clause 14, all questions arising at any meeting will be decided by a simple majority of those present and entitled to vote. No member shall exercise more than one vote, but in the case of the equality of votes the Chairperson (or acting Chairperson for that meeting) will have the second or casting vote.

### b) Quorum

One-third of the Core Group Members shall form a quorum at meetings of the Core Group and all other Sub-committee Groups.

One-fifth of the membership shall form a quorum at General Meetings of the Garden.

### c) Minutes

Minute books will be kept by the Core Group and all other Sub-committee Groups, and the appropriate Secretary will record all proceedings and resolutions. Minutes of all meetings will be open to all members.

d) All Core Group and Sub-committee Group meetings shall be open to all members to attend as observers except during discussions of personal or employee-related matters.

e) The Chairperson shall call on observers to speak at his/her discretion or when a simple majority of the Core Group members request it.

## 11. FINANCE

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

b) The Honorary Treasurer shall keep proper accounts of the finances of the Garden.

c) The accounts shall be audited or independently examined at least once per year by a qualified accountant who shall be appointed at the Annual General Meeting.

d) An audited, or independently examined, statement of accounts for the last financial year should be submitted by the Core Group to the Annual General Meeting.

## 12. GARDEN PROPERTY

The titles of all and any real property, which may be acquired by and for the purpose of the Garden, shall be vested in Trustees who shall be appointed by the Core Group and who shall enter into a deed of trust setting forth the purposes and conditions under which they hold the said property in trust for the Garden. The number of Trustees shall be not less than two or more than four.

### 13. DISSOLUTION

If the Core Group, by a simple majority, decides at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Garden there will be a meeting of all members (giving at least 21 days' notice). A notice must be posted in a conspicuous place in the Area of Benefit stating what is being proposed. The Core Group must also advertise the meeting and proposal in newspapers circulating in the Area of Benefit and, if the Garden has charitable status, must write to the Charity Commissioners for England and Wales.

If such decision is confirmed by a simple majority of those present and voting at such a meeting, the Core Group shall have power to dispose of any assets held by or in the name of the Garden. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards charitable purposes for the benefit of the inhabitants of the Area of Benefit as the Core Group may decide and as may be approved by the Charity Commissioners for England and Wales.

### 14. ALTERATIONS TO THE CONSTITUTION

Any proposals to alter this constitution must be delivered in writing to the Secretary of the Garden not less than 28 days before the date of the meeting at which it is first to be considered.

All alterations will require the approval of both:

- a) A simple majority of members of the Core Group present voting at a Core Group Meeting.
- b) A two-thirds majority of members of the Garden present and voting at a General Meeting.

Notice of each such meeting must have been given in accordance with the normal procedure at least 14 days before the meeting in question and giving the wording of the proposed alteration.

(If the Garden has charitable status, no alteration to clause 2 shall be made without the consent of the Charity Commissioners for England and Wales.)

This Constitution was adopted as a Constitution for Hitchin Community Gardens (incorporating the Triangle Community Garden) at a public meeting duly convened at:

The Triangle Community Garden on: 25<sup>th</sup> September 2005

SIGNED: Nicky Inger ..... (Chairperson)

SIGNED: J. Densham ..... (JIM DENSHAM.)  
CORE GROUP MEMBER