

Constitution of Clay Farm Community Garden Group

1. NAME

The name of the organisation will be Clay Farm Community Garden Group (CFCGG) (hereinafter called CFCGG).

2. AIMS

Clay Farm Community Garden Group aims to create and maintain a thriving community resource for the benefit and enjoyment of all.

It will:

- Encourage participation by people of all ages and abilities in garden-related activities that are creative, sociable, educational, healthy and enjoyable.
- Promote awareness of the benefits of gardening, growing food, nature conservation and related outdoor activities.
- Encourage awareness and appreciation of sound environmental principles and practices such as recycling, nature conservation, organic cultivation, sustainable horticulture/permaculture and related subjects.
- Offer opportunities for many forms of gardening and land-based activities for people of all abilities, including people with learning disabilities, people with mental ill-health, disadvantaged families and local school children.
- Be non-partisan and non-aligned politically and not promote any political party nor be involved in party politics or promote political views.
- Follow meeting principles that encourage the formation of a well-functioning group that acknowledges, values and respects the differing perspectives, opinions, abilities to contribute, and characters of members.

3. MEMBERSHIP AND AFFILIATION

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

a) people over the age of 16 residing within a 3 mile radius of the garden (Full Members); and
b) people under the age of 16 years residing within a 3 mile radius of the garden (Youth Members), who contact the Secretary and, having received a copy of this Constitution, confirm to the Secretary that they wish to become a member. There is an expectation that members will contribute to the administration or the maintenance of the garden in some way. The Secretary shall keep a list of the Members.

If it is deemed necessary, the Core Group will recommend a yearly subscription for membership, which must be approved by members at the Annual General Meeting.

CFCGG will have powers to affiliate to other organisations with similar aims.

It will operate an Equal Opportunities Policy.

4. TERMINATION OF MEMBERSHIP

The 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. CORE GROUP AND HONORARY OVERSEERS

The Annual General Meeting will elect a Core Group to direct the policy and general management of the affairs of CFCGG (subject to the limitations set out in clause 6) and three members of the Core Group shall be elected as Chairperson, Treasurer and Secretary respectively by the Annual General Meeting. The Core Group will consist of a minimum of six (or half the membership if this is smaller) and a maximum of twelve Members elected at the Annual General Meeting. The Core Group may also co-opt further Members provided that the number of co-opted members of the Core Group does not exceed one-third of the total number of members of the Core Group. One-third of the members of the Core Group will retire annually, but will be eligible to be appointed or co-opted again. All Members of CFCGG are eligible to be part of the Core Group. Only Full Members may be elected as Chairperson, Treasurer or Secretary. If the Core Group determines that it is appropriate to have other Honorary Overseers then such post shall be filled by election from within the Core Group. The Core Group will meet at least twice a year.

6. ABILITIES

In order to achieve the aims of CFCGG, the Core Group will have the ability 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 CFCGG's aims, and construct, maintain and alter any buildings or erections necessary for the work of CFCGG.
- 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 CFCGG.
- 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 CFCGG.
- 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 publicize CFCGG'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, voluntary organisations and other charities in the achievement of any of CFCGG's aims.
- l) Employ and remunerate staff – providing pensions and similar benefits as would be required of good employers.
- m) Take other steps, as agreed by a general meeting, to further any of CFCGG's aims.

7. ANNUAL GENERAL MEETING

The Core Group will hold an Annual General Meeting of CFCGG, open to all CFCGG Members and the public. The Annual Report of the Core Group and the signed Statement of Accounts will be presented at this meeting and the resignations and appointment of Core Group Members will be conducted. Recommendations can be made to the Core Group and, whenever necessary, the meeting will endeavour to reach a consensus of opinion before voting on proposals to amend the constitution in accordance with clause 12 (below).

8. SPECIAL GENERAL MEETINGS

The Members may decide at any time to call a Special General Meeting of CFCGG to alter the constitution in accordance with clause 12 hereof, or to consider any matter. If the Secretary or Core Group receives a written request to hold a Special General Meeting, signed by not less than 60% of the Members and giving reasons for the request, a meeting must be held within 21 days.

9. RULES OF PROCEDURE AT ALL MEETINGS

a) Dates for ordinary meetings will be decided by the Core Group and the agenda will be sent to members at least 7 days prior to the meeting

b) Consensus of opinion/Voting

Subject to the provisions of clause 12, all questions arising at any meeting will be discussed and an attempt made to reach a consensus of opinion before any decision is validated by a simple majority vote 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 decision being voted on will be regarded as lost.

c) Quorum

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

10% of the voting membership shall form a quorum at General Meetings of CFCGG.

d) 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.

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

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

10. FINANCE

a) All monies raised by or on behalf of CFCGG shall be applied to further the objects of CFCGG and for no other purpose. No portion thereof shall be paid or transferred in any way to any member or members. Nothing shall prevent the payment to members of reasonable and proper out of pocket expenses incurred in the course of the work for CFCGG.

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

c) Removal of any money from CFCGG's account will require the signature of the Treasurer and at least one other Core Group member.

d) The accounts shall be examined and signed off at least once per year by two members of the Core

Group, in addition to the Treasurer. These members shall be appointed at the Annual General Meeting.
e) A signed statement of accounts for the last financial year should be submitted by the Core Group to the Annual General Meeting.

11. 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 CFCGG there will be a meeting of all members (giving at least 21 days' notice). A notice must be posted in a conspicuous place at Clay Farm Community Garden and an email sent to all members on CFCGG's email list stating what is being proposed. If CFCGG attains charitable status, the Core Group must write to the Charity Commissioners of 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 CFCGG. 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 Trumpington as the Core Group may decide and as may be approved by the Charity Commissioners of England and Wales.

12. ALTERATIONS TO THE CONSTITUTION

Any proposals to alter this constitution must be delivered in writing to the Secretary of CFCGG 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 majority of members of the Core Group present at a Core Group Meeting

b) A two-thirds majority of the Members of CFCGG present 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 CFCGG attains charitable status, no alteration of clause 2 shall be made without the consent of the Charity Commissioners for England and Wales.)

Version 2 Amended 27 February 2024

