

Constitution of THE MEADOW ORCHARD PROJECT Community Garden

1. Name

The name of the organisation shall be “The Meadow Orchard Project”, referred to in this document as the Garden.

2. Objects

The objects for which the Meadow Orchard Project is established are the charitable purposes of the advancement of education, health and wellbeing, protection of the natural environment and recreation for the inhabitants of Haringey and surrounding areas and for Hornsey Health Centre patients and staff, (herein called the “Area of Benefit”). In furtherance of the above objects, but not otherwise the Garden shall:

- a) Advance education in food growing, horticulture, permaculture, arts and crafts, eco-building, bee-keeping, wildlife management, health, wellbeing and sustainability and any other such areas that fit with the overall aim and purpose of the Garden.
- b) Provide environments and activities that help people to lead healthier lifestyles, and to grow as individuals and as members of society, and to build community and social networks.
- c) Provide benefit to the Hornsey Health Centre staff and patients.
- d) Provide informal therapeutic activity for persons who have need of such facilities by reason of their age, youth, health status, disablement or social and economic circumstances, so as to provide them with skills and purposeful activity to improve their quality of life and improve health and wellbeing
- e) Promote the protection and improvement of the natural environment through good environmental practices.
- f) To contribute to the local economy and building community capacity through small-scale not-for-profit enterprise.
- g) Promote such other charitable purposes as may from time to time be determined.

3. Powers

In furtherance of the above objects, but not otherwise, the Garden shall have the following powers:

- a) To purchase, take on lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges as may be necessary for the promotion of its objects, and to construct, remove, replace, equip, improve, develop, administer, maintain or alter the same, subject to the provisions of Clause 18 hereof;
- b) To raise funds and to invite, promote or cause to be promoted appeals or advertisements for and to receive contributions and to apply the funds so raised provided that in raising funds the Garden shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- c) To pay, reward or remunerate any person or entity supplying goods or services to the Garden;
- d) To purchase and maintain insurance in respect of:
 - i) the Garden or any other property occupied or used by the Garden against loss or damage by fire or from any other risk;
 - ii) public or other liabilities of the Garden.
- e) To employ consultants to work on behalf of the project where deemed necessary in a freelance capacity. Where feasible for the project to employ such persons as are necessary for the proper pursuit of the objects.

- f) To co-operate with and to provide or join in the promotion of or subsidise or become affiliated with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to collect and exchange information and advice with them;
- g) Write, print and publish, or arrange to have printed and published, reports, leaflets, websites and other literature;
- h) Conduct evaluation and research and publish useful results of such research;
- i) Promote, encourage and undertake experimental work in the provision of public amenities;
- j) To make any charitable donation in furtherance of the objects;
- k) To enter into and implement agreements or arrangements with any other charity, authority or entity or to apply for any licence, consent, permit or authority including without limitation planning permission and building consents in each case in furtherance of the objects;
- l) To appoint and constitute such advisory committees as the committee members may think fit;
- m) Such other means as may from time to time be determined subject to the prior written consent of the Charity Commissioners for England and Wales; and
- n) To change the name of the Garden, with the approval of the Charity Commissioners

4. **Members**

- a) Any person may join the Meadow Orchard Project as a member, on an annual basis, and shall be entitled to attend at all annual and special general meetings of the Association so long as his/her current subscription has been paid.
- b) Membership shall be open, irrespective of sex, sexual orientation, class, race, ethnic origin, nationality, disability or political, religious or other opinion to:
 - i) individuals aged sixteen years and over who live within the area of benefit and who live outside the area of benefit,;
 - ii) associations and organisations which operate solely or in part within the area of benefit, are voluntary or non profit-making and which wish to support the objects of the Garden, which shall be known as **Affiliate members**. They may attend General Meetings as observers but shall not have the right to vote.
 - iii) The Local Authority in whose administrative area the area of benefit lies. Representatives from the Local Authority may attend General Meetings as observers, but shall not have the right to vote.
- c) A **register of members** shall be maintained by the Secretary.

5. **Subscriptions**

All members shall pay such annual subscriptions as the Committee may from time to time determine.

6. **Resignation and termination of membership**

The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such. A member shall cease to be a member on:

- a) Resignation in writing to the Secretary; or
- b) Failure to pay the annual subscription within three months after the date it became due; or
- c) Winding up or liquidation; or
- d) Expulsion by the Committee for conduct prejudicial to the Garden, provided that any member whose expulsion is proposed has the right to make representation to the meeting at which the decision is to be made. There shall also be a right of appeal to an independent arbitrator appointed by mutual agreement.

7. General Meetings

The Garden shall in each calendar year hold an **Annual General Meeting**, to take place not more than fifteen months after the previous Annual General Meeting.

The business of each Annual General Meeting shall be to:

- a) Receive the **Annual Report of the Committee**, which shall incorporate the accounts of the Garden referred to below, and give an account of the work of the Garden and its activities during the preceding year;
- b) Receive the **accounts** of the Garden for the preceding financial year. The accounts are to be prepared by the elected treasurer of the Association and shall be inspected or audited as required under the terms of the Association's charitable/company status.
- c) Elect **members to serve on the Committee**
- d) The date of the Annual General Meetings will be advertised at least four weeks in advance and all members as well as partner organisations or interested and associated groups notified.

8. The Management Committee

- a) The management of the affairs of the Garden shall be directed by a **Management Committee** (herein referred to as 'The Committee') which shall meet not less than **four** times a year. The Committee shall have power to enter into contracts for the purposes of the Garden on behalf of all members and may exercise on behalf of the Garden any or all of the powers set out in Clause 3 hereof.

The Committee shall consist of:

- i) the **Honorary Officers** - Treasurer, Secretary, Chair and Membership Secretary appointed by the Management Committee
 - ii) up to eight and not less than three **Full members**.
- b) The committee shall have the power to co-opt for specific purposes or occasions persons who by virtue of their knowledge or expertise may be able to be of assistance. Persons co-opted individually by the Committee who shall serve on the Committee until the conclusion of the next Annual General Meeting; provided that the number of co-opted members shall not exceed one quarter of the total number of members elected and appointed to the Committee .
 - c) All members of the Committee shall retire from office together at the conclusion of the Annual General Meeting next after the date on which they came into office but they may be re-elected or re-appointed.
 - d) A member of the Committee shall cease to hold office if he or she:
 - i) is disqualified from holding such office by virtue of section 72 of the Charities Act 1993 (or any statutory modification or re-enactment of that provision); or
 - ii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs; or
 - iii) is absent without the permission of the Committee from all its meetings held within a period of nine months and the Committee resolves that he/she shall cease to hold office;
 - iv) notifies the Committee in writing of his or her resignation (provided that at least three members of the Committee will remain in office).
 - e) Each member of the Committee shall upon election or appointment to the Committee receive a copy of the Garden's constitution.
 - f) No persons under the age of eighteen shall be members of the Committee but such persons may attend meetings of such committees as observers without the right to vote

- g) At the discretion of the committee other persons may be allowed to attend Committee Meetings as observers without the right to vote.

9. Sub-committees

The Committee may appoint one or more sub-committees for supervising or performing any activity, discrete project or service. In each such case:

- a) The Committee shall define the terms of reference of the sub-committee and may also determine its composition and the duration of its activities;
- b) All acts and proceedings of the sub-committee shall be reported as soon as possible to the Committee

10. Conflicts of interest

- a) No member of the Committee shall acquire any interest in the Garden property.
- b) Members of the Committee must declare any conflicts of interest before any contract is entered into.
- c) Members of the Committee may, with the agreement of the other trustees, receive reasonable remuneration for services provided to the MOP.

11. Paid employees

- a) The Committee shall have the sole right in exercise of the power conferred by Clause 3 hereof of appointing, dismissing, and determining the terms and conditions of service of all employees or contracted workers of the Garden.
- b) An employee of the Garden shall not be eligible to be a member of the Committee, or any sub-committee of the Garden, but may be invited to attend such committees as a non-voting adviser.

12. Rules of procedure at all meetings

Voting

- a) Any question arising at a meeting of the Garden or one of its committees shall be decided by a simple majority of those present and voting. No member shall exercise more than one vote notwithstanding that he or she may have been appointed to represent two or more interests, but in case of an equality of votes the Chair shall have a second or casting vote.

Quorum

- b) Committee Meetings: **one third of the members** with power to vote shall form a quorum at meetings of the Committee and all other committees and sub-committees of the Garden.
- c) Meetings: **twenty five members** with power to vote **or one fifth of the members** with power to vote, whichever is the less, shall form a quorum at General Meetings of the Garden. In the event that no quorum is present at an Annual General Meeting of the Garden, or the meeting has to be abandoned, the meeting shall stand adjourned and be reconvened one month later, and those members with power to vote present at that meeting shall be deemed to form a quorum.

Minutes

- d) **Minute books** shall be kept by the Garden and all its committees and the respective secretary shall enter therein a record of all proceedings and resolutions.

13. Code of Conduct and rules for the use of the garden

The Committee shall have power to adopt and issue a **Code of Conduct/Rules** for proper use of the Garden by members, visitors and associated groups. Such Code of Conduct/Rules shall be subject to review by the Garden in a General Meeting and that they shall be consistent with the provisions of this constitution and overall aim and ethos of the organisation.

14. Finance

- a) All money raised by or on behalf of the Garden shall be applied to **further the objects** of the Garden and for no other purpose, provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee or contracted services of the Garden or the repayment of reasonable out-of-pocket expenses incurred on behalf of the Garden by employees and volunteers.
- b) An account shall be opened in the name of the Garden with the Wood Green branch of the Co-Operative Bank, or with such other financial institution as the Committee may from time to time decide. The Committee shall authorise in writing the Treasurer, the Secretary of the Garden and two members of the Committee to sign cheques on behalf of the Garden. All cheques must be signed by not less than two of the four authorised signatories.
- c) The Garden's financial year shall be from 1st April to 31st March

15. Accounts

The Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to the:

- a) Keeping of accounting records for the Garden;
- b) Preparation of annual statements of the accounts for the Garden;
- c) Auditing or independent examination of the statements of account of the Garden;
- d) Transmission of the statements of account and annual return to Companies House / Charity Commission for England and Wales.

16. Indemnity

In the execution of the trusts hereof no member of the Committee shall be liable:

- a) For any loss to the property of the Garden by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment); or
- b) For the negligence or fraud of any agent employed by him/her or by any other member of the Committee in good faith (provided reasonable supervision shall have been exercised); and
- c) By reason of any mistake or omission made in good faith by any member of the Committee other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

17. Dissolution

- a) If the Committee by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Garden, it shall call an Extra General Meeting of all members with power to vote and inhabitants of the area of benefit of the age of eighteen years and upwards, for which:
 - i) notice shall be posted, not less than 21 clear days in advance, stating the terms of the resolution to be proposed thereat
 - ii) notice shall be given in writing to the Charity Commissioners for England and Wales / Companies House

- iii) notice shall be given to other associated organisation of which The Garden is a member.
- b) If such decision shall be confirmed by a simple majority of those present and voting at such meeting the Committee shall have power to dispose of any assets held by or in the name of the Garden. Assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards such charitable purposes for the benefit of the inhabitants of the area of benefit as the Committee shall decide, subject to the prior approval in writing of the Charity Commissioners for England and Wales) or other authority having charitable jurisdiction.

18. Alterations to the constitution

Any proposal to alter this constitution must be approved and agreed by the Management Committee. The membership should be notified of the change, stating the wording of the proposed alteration.

Names, addresses and descriptions of subscribers (Dated this day 12th December 2010)

Name:
 Organisation:
 Address:
 Signed: Date:

Name:
 Organisation:
 Address:
 Signed: Date:

Name:
 Organisation:
 Address:
 Signed: Date:

Witness to the above Signatures:
 Name:
 Address:
 Signed: Date: