

## **CONSTITUTION of HRAA St Ives [Cambridgeshire] Gardening Club**

- 1) The name of the Club shall be **HRAA St Ives [Cambridgeshire] Gardening Club** hereinafter referred to as **SIGC**
- 2) The objective of **SIGC** shall be to promote good horticultural practices among its members by:
  - \* Holding regular meetings with guest speakers, discussions and demonstrations
  - \* Supporting local horticultural shows and competitions
  - \* Arranging visits to gardens/arboreta/landscapes of national importance and members gardens to observe gardening / land management practices and promote camaraderie within the **SIGC**
  - \* Liaising with neighbouring Gardening Clubs to the mutual benefit of each, supporting St Ives in Bloom (SIiB) and becoming an Affiliated Society to the Royal horticultural Society (RHS)
  - \* Encouraging and promoting gardening to young people in St Ives by assisting schools in running competitions and gardening clubs of their own.
  - \* Seeking to obtain special discount arrangements from related retail outlets such as local garden centres, nurseries, and garden materials suppliers
- 3) Membership of **SIGC** shall be open to anyone interested in gardening from both within and without St Ives. There will be levied an annual membership fee determined at each AGM of **SIGC** to cover the period 1<sup>st</sup> January to 31<sup>st</sup> December.
- 4) An Annual General Meeting of SIGC shall be held within one month of the financial year end which shall be the 30<sup>th</sup> September for the purpose of:
  - \* Approving the Clubs Annual Report on the work of the Club during the preceding financial year.
  - \* Approving financial statements presented by the Treasurer.
  - \* Electing officers for the forthcoming year
  - \* Appointing an Independent Examiner when necessary see Clause 19.
  - \* Determining the subscription for the forthcoming year
  - \* Considering any motion which has been notified to the Chairman or Secretary of **SIGC** at least 28 calendar days prior to the date of the AGM and which has been circulated to all Members

- \* Approving three named members, including the Treasurer, whom any 2 shall be signatories to banking actions during the course of the forthcoming year.
- 5) The officers of **SIGC** shall be (i) Chairman, (ii) Treasurer (iii) Secretary (iv) Membership Secretary, (v) Coordinator and such other officers as shall be deemed necessary
- 6) The **SIGC's** affairs shall be conducted by the Officers of **SIGC** and other members as determined necessary from time to time. All outline programmes and arrangements for same will be delegated to the Clubs Officers at each AGM
- 7) Resignation or Death of an officer of the Club before the expiration of their term of office, the **SIGC** membership may fill the vacancy if they see fit.
- 8) Annual subscriptions shall be payable not later than 31<sup>st</sup> January each year. New Members joining **SIGC** during the course of the Club year shall pay the annual subscription in full upon joining. Individuals wishing to join as new members joining after 30<sup>th</sup> September shall not be required to make a subscription payment but make a voluntary contribution until the commencement of the new Club year – 1<sup>st</sup> January as stated above.
- 9) Any member whose subscription remains unpaid after the 31<sup>st</sup> January shall cease to be a member of **SIGC** from that date. Failure or refusal by the Treasurer to collect subscriptions shall not disbar members from further participation in the **SIGC's** affairs.
- 10) All subscriptions and other moneys received by **SIGC** shall be passed to the Treasurer, who shall be responsible for all of the Society's funds, for keeping accounting records thereof and presenting the accounts to the AGM at the end of the financial year. All sums received by the Treasurer on behalf of **SIGC** shall be paid into the **SIGC** bank account. All cheques drawn on that account shall be signed by any two of the nominated signatories, one of who shall be the Treasurer, except where in the event of the payment being due to the Treasurer the signatories to the cheque must be the other two approved signatories.
- 11) The funds of **SIGC** shall be used solely to further the objectives of the club and only in ways approved by the club membership. Examples being; Room Hire for meetings, Guest Speaker fees, Insurance, Affiliation fees to agreed bodies, coach hire, administration materials and IT costs
- 12) Given the role of an Independent Examiner will not generally apply, except in the circumstances described in Clause 19 below, any member may at any time request the Treasurer to have available, within 3 working days, the then current Income and Expenditure account and current Bank statement, for inspection. Any concerns arising out of such an inspection to be advised to the Chairman, who will in turn, where necessary, call for an Extraordinary General meeting to be held to resolve the concern(s) raised

13) Business of **SIGC** shall be conducted during the first 15 minutes at the full monthly meetings of the Club as necessary and shall be led either by the Chairman or the Club's coordinator.

14) **SIGC** shall meet in accordance with the dates agreed at the AGM, usually the 3<sup>rd</sup> Wednesday of each month of January, February, March, April, May, June, September, October, November and the 2<sup>nd</sup> Wednesday December. These meeting will primarily be for talks, lectures, demonstrations and general entertainment.

15) An Extraordinary General Meeting [EGM] of **SIGC** shall be convened either by the Chairman or at the request of 5 ordinary members of **SIGC** at any time and must do so within 28 calendar days of receiving a written request signed by 5 members. Notice in writing must be sent to all members not fewer than 14 calendar days before such a meeting, informing them of the date, time, venue and purpose of the meeting. No business other than that detailed in the notice shall be transacted at an EGM.

16) No matters of policy shall be agreed at an Annual or Extraordinary General meeting or at a general meeting unless a quorum is present. The quorum of an AGM, EGM or General Meeting shall be 33% of the **SIGC** membership. In the event of such a meeting not being quorate, the meeting shall be adjourned to a day, place and time decided by the Chairman of the meeting.

17) Only members whose subscription is fully paid shall be entitled to vote at an Annual General Meeting, Extraordinary General Meeting or General Meeting of **SIGC**. Voting at all meetings shall be by a show of hands unless the Chairman directs that a secret ballot be taken. All matters shall be decided by a simple majority of those present and voting. The chairman of an AGM, EGM or GM of **SIGC** may not participate in the initial voting at any meeting but, in the event of a tie, shall have a casting vote.

18) The Treasurer will secure appropriate 3<sup>rd</sup> Party Public Liability and Employer Insurance with a reputable Insurance Company and have available for inspection a copy of the current Insurance Certificate when requested by a club member so to do. Any concerns arising out of such an inspection to be advised to the Chairman, who will in turn, where necessary, call for an EGM to be held to resolve the concern(s) raised

19) Given the relatively low turnover of the club it is not economical to appoint an Independent Examiner however should either one of the following conditions occur: **SIGC turnover exceeds £2,500 or end of year balances exceed £1,500 in any one year** – The appointment of an Independent Examiner shall be made at the ensuing Annual General Meeting and the resultant independent examination presented at the first General Meeting of the new Club year [3<sup>rd</sup> Wednesday in January].

20) This Constitution may only be amended at an AGM or EGM and then only if notice of the proposed amendment has been notified to all members not fewer than 14 calendar days before the proposed date of the meeting.

21) Members of **SIGC** will conduct themselves with propriety whilst participating in any **SIGC** activity. In the event of a complaint being received by either the Chairman, Coordinator or other elected officer of the club relating to the behaviour of a member or members it will be investigated and appropriate action taken and reported to the next General Meeting of **SIGC**

22) A decision to wind-up **SIGC** shall only be taken at an AGM or EGM that is attended by a minimum of one third of the total membership. There must be a simple majority vote in favour of the proposal to wind-up **SIGC** by those attending the meeting. In the event that the decision to wind-up **SIGC** is agreed, the meeting shall then go on to appoint a Committee of not fewer than three and not more than seven individuals to oversee the disposal of **SIGC**'s assets. The meeting shall give a clear indication to that Committee of the use to which any remaining funds should be put. The Committee appointed to oversee the disposal of **SIGC**'s assets shall abide as closely as possible to the wishes expressed at the meeting which appointed it.

23) Any matters for which provision is not made in this constitution shall be reported and decided at the next AGM or at a specially convened EGM for endorsement or further direction by the Clubs membership.

*Note: The abbreviation HRAA will continue to be used until such time as a new cheque book and paying in book are required. This of course could still be retained if only for historical records purpose*

**This constitution will only be implemented should HRAA cease to exist or the HRAA St Ives [Cambridgeshire] Club determines at either an AGM or EGM to become disassociated from HRAA .**

**Submitted to the AGM of The HRAA St Ives [Cambridgeshire] Gardening Club Wenesday 17<sup>th</sup> October 2018 and approved unanimously by those present [29].**