

FINTRY COMMUNITY GARDEN GROUP CONSTITUTION

1) NAME

The name of the group shall be FINTRY COMMUNITY GARDEN GROUP, [Finavon Terrace, Fintry Dundee, DD4 9ED](#) -(Hereinafter referred to as the group)

2) AIMS

- a) The group aims to support the growing of vegetables and fruit in the North East area of Dundee.
- b) The group will support the development of Fintry Community Garden, [Finavon Terrace, Fintry, Dundee, DD4 9ED](#).
- c) The group will support the participation and learning of individuals and agencies that become part of the group, [in accordance with section 4 of this constitution](#).
- d) The group will engage in community projects relating to the garden including arts and other areas of interest, [that are, with reasonable endeavours, a benefit to the community and not in breach of any laws and regulations](#).
- e) Manage the Garden in accordance with the guidance provided by Social Farms & Gardens (Formerly known as the Federation of City Farms Community Gardens), [Social Farms & Gardens is the result of a merger between the Federation of City Farms and Community Gardens \(FCFCG\) and Care Farming UK. It is a registered company and registered charity. Registered Address: The Green House, Hereford Street Bristol BS3 4NA. Company number: 2011023. VAT Number: 520 2825 82. Charity Numbers \(England & Wales\): 294494 \(Scotland\) SC039440](#)

3) ABILITIES

In order to achieve the aims of the group, the committee 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 the group's aims, and construct, maintain and alter any buildings or erections necessary for the work of the group.

- b) Subject to such consents as may from time to time be required by law to, sell, let, erect, dispose of or turn to account all or any of the property of the group.
- c) Take and accept any gifts of property, whether subject to any special trust or not, subject to relevant laws and regulations.
- d) Undertake and execute any charitable trusts that may lawfully be undertaken by or on behalf of the group.
- e) Apply for funding to progress the aims of the group.
- f) Hold events, talks and discussions, and provide instruction and information. (For which, public liability insurance and employer's liability insurance will be in place)
- 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, in accordance with relevant laws and regulations.
- i) Issue appeals, hold public meetings, lectures, exhibitions and take steps to promote and publicise the groups aims, 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 group's aims.
- l) Take other steps, as agreed by a general meeting, to further any of the group's aims.

4) MEMBERSHIP

- a) Membership of the group shall be open to all residents of the North East area of Dundee interested in furthering the aims of the group without discrimination including but not limited to gender, race or religious persuasion, or other characteristics.
- b) Local voluntary and statutory organisations may become members.

- c) The committee 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 committee before a decision is made.

5) ANNUAL GENERAL MEETING

- a) An annual general meeting shall be held annually, within 15 months of the previous, at which there shall be:
- Consideration and approval of the accounts of the group.
 - A report on the activities that have been supported by the group.
 - Election of Office Bearers, chairperson, vice chairperson, treasurer, secretary and committee members.
- b) The AGM shall be publicly advertised at least 21 days prior to the date of AGM.
- c) Items to be raised shall be advertised at least 14 days prior to the meeting.
- d) The quorum for the AGM & subsequent meetings shall be 4 members of the group.

6) FINANCE

- a) The group's funds will be held in a bank of the group's choice. This account can be opened and operated with up to two authorised signatories. Any one signatory can approve any transaction.
- b) A simple majority of those present will carry all decisions regarding expenditure.
- c) The group shall adhere to all relevant laws and regulations regarding the management, distribution and auditing of finances.

7) LIABILITY

In all circumstances, the group shall be held harmless against, including but not limited to, all claims, demands, disputes, damages, losses, liabilities, costs, expenses and grievances in relation to this constitution and the Fintry Community Garden, unless as a result of death, injury or gross negligence by the group.

8) ALTERATIONS TO THE CONSTITUTION

- a) Alterations to the constitution shall receive the assent of not less than two thirds of those present and eligible to vote at a properly convened General Meeting for which 21 days notice, including the business to be discussed, has been given.

9) DISSOLUTION

- a) If the group determines that it is necessary or appropriate that the group be dissolved it shall convene a general meeting of the members. Not less than 21 days of the meeting, stating terms of the proposed resolution shall be given.
- b) If a proposal by the committee to dissolve the group is confirmed by a two thirds majority of those present and voting at a general meeting convened under Clause 4, the group shall have the power to dispose of any assets of the group after satisfaction of any debts and liabilities, transferring those assets to another charitable body or bodies having similar objects to the group.

10) ADOPTION

This constitution was adopted as the constitution of the Fintry Community Garden at a meeting duly convened in the Finmill Community Centre on Wednesday 26th June 2019 at 5.30pm.

11) GOVERNING LAW

For the avoidance of doubt, this constitution shall be governed exclusively by the laws of Scotland.

Signed

..... (Chairperson)

..... (Witness)

..... (Secretary)

..... (Witness)

..... (Treasurer)

..... (Witness)

Date/...../.....