



BOWLINE CLIMBING CLUB
LIMITED BYELAWS
March 2020

1. Officers

- 1.1 The Officers of the Association shall be: Chair, Vice-Chair (with effect from the AGM to be held in March 2013 and always subject to clause 1.3 of these Byelaws), Secretary, Treasurer, Meets Secretary, Hut Secretary and Membership Secretary. The Committee may from time to time appoint assistants as additional officers to the above such Officers if it seems to the Committee to be necessary or desirable.
- 1.2 All Officers, with the exception of the Chair and Vice-Chair, shall be elected for a period of one year commencing immediately after the conclusion of each AGM and ending at the conclusion of the next following AGM but may be re-elected in succeeding years.
- 1.3 With effect from the AGM to be held in March 2013 the post of Chair shall be held for a continuous period of two years after which period the post holder shall then retire and be replaced by the Vice-Chair who shall similarly serve for two years as Chair (but the retiring Chair shall be eligible for re-election to any other Committee position) the changes being made in accordance with the Transitional Provisions set out in Appendix B of these Byelaws.

2. Membership

- 2.1 The forms of membership of the Association shall be: Honorary Member, Member, Out of County Member (if so allowed by the Committee), Individual Associate, Joint Associate, Associate Family Member, and Prospective Associate. Any person or persons wishing to join the Association shall (but always subject to clauses 2.7 and 2.9 of these Byelaws) firstly apply for and be accepted to membership as an Individual Associate, Joint Associate, Associate Family Member, or Prospective Associate and then comply with the relevant requirements laid out in clauses 2.3 and 2.4 of these Byelaws prior to being eligible to apply to join or become a Member(s), or in the case of a Prospective Associate being eligible to apply to join as an Associate.
- 2.2 Application to join the Association:-
- (a) as an Individual Associate or Joint Associate shall be open to any person(s) aged 18 years and above having an interest in the Objects of the Association as they are defined in Rule 1.2 of the Rules of Association and who has attended at least one official club meet of any description.
- (b) as an Associate Family Member shall be open to any person(s) aged under 18 years of age who is a child or grandchild of an existing Member, Individual Associate, or Joint Associate (hereafter referred to as the Guardian member). The application to join must be made by the Guardian member(s) on behalf of their child or grandchild.
- (c) as a Prospective Associate shall be open to any person(s) aged 18 years and above having an interest in the Objects of the Association as they are defined in Rule 1.2 of the Rules of Association.

- 2.3 Membership as an Individual Associate or Joint Associate shall (subject to clause 2.4 of these Byelaws) be for a maximum initial period of four consecutive calendar months (commencing on the first day of the month following the date at which the Committee approves the application) the applicant(s) having first completed and submitted a Committee-approved application form (if any) and having paid the appropriate Individual Associate or Joint Associate subscription which is to be fixed from time to time at a General Meeting.
- 2.3a Membership as a Prospective Associate lasts for a maximum period of 3 months. This period commences on the day upon which the Membership Secretary receives the application for Prospective Associate membership. This period ends upon the same day of month, 3 calendar months after the date of commencement. The Prospective Associate must apply to join as one of the classes of Associate Membership in Clause 2.1 within this period of 3 months, if they wish to continue as a member of the Association.
- 2.3b In the event that a Guardian member ceases membership of the club for any reason. Then any Associate Family Members of that Guardian will also cease to be members of the club, unless they are transferred to another Member or Associate who is eligible to be (and agrees to be) their Guardian.
- 2.3c Associate Family Members are not eligible to apply to become a Member until they reach the age of 18. Upon reaching 18 an Associate Family Member automatically qualifies for Member status. In order to continue their membership of the Association they must complete and sign a Membership application form. They will not be required to pay a subscription fee until the next membership renewal.
- 2.4 At the discretion of the Committee an Individual Associate or Joint Associate's membership can be renewed but only for one further period of four calendar months immediately following the initial four-month period and upon payment of a further Individual Associate or Joint Associate subscription. If an Individual Associate or Joint Associate does not wish to become a Member during the Association Year in which their initial four-month period (or eight months if extended) expires then the applicant(s) will be required to rejoin as an Individual Associate or Joint Associates during the next following or subsequent Association Year before being eligible to apply to join as a Member(s).
- 2.4a If a Prospective Associate does not wish to become an Individual Associate or Member within the 3 month period (as defined in 2.3a) then they may not rejoin as a Prospective Associate within the next following or subsequent Association year.
- 2.5 Honorary Members, Individual Associates, Joint Associates, Prospective Associates, and Out of County Members (if any) shall enjoy all the rights and privileges of Members except the right to vote at a General Meeting (but they may attend and speak at any such meeting solely in a non-voting capacity), to serve on the Committee or any sub- committee or to sign a requisition calling an EGM as defined in the Rules of Association.
- 2.5a Associate Family Members shall enjoy all the rights and privileges of Members within the bounds of what is legally permissible for persons under the age of 18. With the following exclusions:
- (i) the right to vote at a General Meeting (but they may attend and speak at any such meeting solely in a non-voting capacity)
 - (ii) to serve on the Committee or any sub- committee.
 - (iii) to sign a requisition calling an EGM as defined in the Rules of Association.
 - (iv) to attend a club meet without there being a responsible Guardian member present or a Member acting in loco-parentis.
 - (v) to make a booking of the club hut.
- 2.6 Entitlement to join the Association as a Member shall be open to any person(s) who has been an Individual Associate or Joint Associate for at least four consecutive calendar months (and who has during their period as an Individual Associate or Joint Associate attended at a number of outdoor meets of the Association, and who is proposed and seconded by two Members each of at least six months standing). After the expiry of that period of time the Individual Associate or Joint Associate may apply or, if the Individual Associate or Joint Associate is eligible to become a Member (unless notified to the contrary by the Individual Associate or Joint Associate), the Committee will automatically consider the Individual Associate or Joint Associate's suitability for acceptance as a Member(s) and if satisfied will elect the Individual Associate or Joint Associate to membership. In that event the Individual Associate or Joint Associate will become a Member acquiring the full rights and privileges of membership including the duty to pay a Member's

Subscription (but subject to clause 2.12 (d) of these Byelaws). In each Association Year the Secretary shall issue a membership card or other evidence of membership as a Member or as an Individual Associate or Joint Associate (as the case may be) to all who are so eligible upon payment of their Subscription in full or as soon as possible thereafter and in the case of a Member immediately upon request within the 21 day period prior to a General Meeting and in any event before the commencement of any General Meeting taking place after the Subscription has been paid. The committee will assess the approval of Joint Associates separately.

- 2.7 In the case of an applicant who is already a member of a BMC affiliated club and has attended meets as specified in clause 2.6 of these Byelaws the Committee is empowered to approve that applicant to proceed directly to membership as a Member without the need for the applicant to have served an initial period as an Associate.
- 2.8 The Committee is empowered at its absolute discretion either to approve or refuse an application to join the Association whether as an Associate or as a Member and the Secretary shall make available to any Member of the Association so requesting a list of the names of Associates whose applications have either been approved or rejected by the Committee since the last General Meeting took place. If the Committee refuses an Associate's admission as a Member and such Committee decision is not successfully challenged at any General Meeting up to and including the next following AGM then the applicant shall not be entitled to re-apply for membership as a Member without serving another period as an Associate and if refused admission as a Member after having served a second period of membership as an Associate the Committee shall not be required to consider any further application by the applicant to join as an Associate or as a Member unless specifically directed to do so by a General Meeting.
- 2.9 Membership as an Honorary Member shall only be conferred upon an individual following a Committee resolution which is approved by a Vote at a General Meeting. Any Honorary Member shall be entitled to become Member upon paying a Member Subscription in which case they shall enjoy all the Member's rights and privileges.
- 2.10 At the Committee's sole discretion any Member whose permanent residence is outside the boundaries of the County of Leicestershire as they are defined from time to time may opt to become an 'Out of County Member' and may then (at the Committee's sole discretion) be permitted to pay a reduced Subscription. If at a Meeting as defined in Section 11 of the Rules of Association it is decided that there shall in future be no reduction in the Subscription for Out of County Members each current Out of County Member shall be entitled to opt to revert to membership as a Member but in that case will be required to pay a Member's Subscription for the next following Association Year and thereafter.
- 2.11 No Member or Associate of the Association with the exception of an Individual Associate or Joint Associate shall be required to terminate their membership of the Association solely by reason of non-attendance at meets.
- 2.12 The Subscription: -
- (a) shall be payable upon admission as a Member or Associate Family Member and thereafter annually in advance before the commencement of the Association Year for which it is due and in any event no later than the AGM occurring in the current Association Year;
 - (b) shall be due and valid for each Association Year;
 - (c) shall either be the same as for the current Association Year or may be reconsidered at any General Meeting where it may be either increased or decreased for the Association Year following the General Meeting at which the Subscription is being considered, and
 - (d) if an Associate is admitted as a Member after June 30th they will be required to pay only a reduced proportion of the normal Member's Subscription in their first part year as a Member; the reduced proportion to be set from time to time at any General Meeting.
 - (e) when a Member (of any category) renews their membership they are not required to sign a new membership form. Renewal of membership by payment of subscription or (where payment is not required) by agreeing to continue as a Member will be taken as:
 - (i) the Member understanding their rights and responsibilities in regard to the Club's BMC insurance set out in the renewal of membership form;
 - (ii) the Member understanding the warning and accepting the risks about the nature of the activities carried out as a Member of the Club as set out in the renewal of membership form;
 - (iii) the Member having provided up to date information as requested by the renewal of membership form.
 - (iv) the Member understanding and accepting that their personal data will be handled as set out in the club's privacy policy and published on the club website .

(v) the Member agreeing to abide by the club's rules of association and byelaws, and to review the guidance to members on insurance, club meets, use of the club mailing lists, use of the club hut, use of club equipment, etc, as detailed in the members area of the website.

(f) Guardian members are jointly and severally responsible for renewing the membership their Associate Family Members and paying the required subscription fees. They are not required to sign a new membership form for the Associate Family Members. Renewal of the Associate Family Members membership by payment of the subscription will be taken as Guardian members accepting responsibility for ensuring that their Associate Family Members abide by the requirements of membership as set out on the renewal form.

(g) there is no subscription fee for Prospective Associates.

- 2.13 For the purposes of interpretation of Rule 7.1(a) of the Rules of Association the limit for disposal of any asset or collection of assets for which approval of an Annual General Meeting or an Extraordinary General Meeting is not required is £50.00.
- 2.14 For the purposes of Rule 7.1(b) of the Rules of Association the limit for disposal above which the number of votes cast in person or by proxy must represent at least half of the Association's Members is £5,000.00.
- 2.15 Upon confirmation of membership (of whichever category except Associate Family Member) the new Member shall be required to sign a membership form in a format to be agreed from time to time by the Committee. Guardian members shall be required to sign a membership form on behalf of their Associate Family Members; in signing the Guardian members are accepting responsibility for ensuring that their Associate Family Members abide by the requirements of membership as set out on the form. The form shall amongst other things deal with:-
- (1) the Member's rights and responsibilities in regard to the Club's BMC insurance;
 - (2) a warning about the nature of the activities carried out as a Member of the Club;
 - (3) requiring the Member to inform the Club of their full name, address, and phone no (if preferred);
 - (4) a notice in regard to the Club's preference in the future to deal with matters by way of email if possible. If the Member so agrees they will be asked to provide an email address and be warned that the responsibility for keeping the Club updated with any change of that email address is theirs. Thereafter the Club will correspond with the Member by email only. Invitations for renewal of annual Club membership will be sent with details of the current subscription figure each year and the Member be invited to pay by direct bank transfer if possible. The Member will not be required to re-sign any membership form annually and receipt of the correct current year's subscription will entitle the Member to be retained on the Club's current Membership list on the basis of their continuing acceptance of the items dealt with in the initial membership form; and be enrolled by the Club with the BMC;
 - (5) the Member understanding and accepting that their personal data will be handled as set out in the club's privacy policy and published on the club website;
 - (6) the Member agreeing to abide by the club's rules of association and byelaws, and to review the guidance to members on insurance, club meets, use of the club mailing lists, use of the club hut, use of club equipment, etc, as detailed in the members area of the website.
- 2.17 The Bowline Climbing Club will treat all Members equally within the context of Club activities and mountaineering activities, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status. The Bowline Climbing Club is committed to all members enjoying club activities in an environment free from discrimination, intimidation, harassment and abuse. Any incident of discrimination, intimidation, harassment or abuse, reported formally to the committee, will be treated seriously by the Bowline Climbing Club in accordance with the disciplinary procedures set out in the Rules of Association.

3. Club Hut

- 3.1 No animals or pets are to be taken into the Hut.
- 3.2 No more than 12 persons are permitted to stay overnight in the Hut (due to fire regulations). All hut visitors should familiarise themselves with the arrangements for emergency exit in the event of a fire.
- 3.3 In order to comply with Child Protection legislation any Member/Associate intending to take any person under the age of 18 to the Hut for an overnight stay must comply with the rules and regulations laid out from time to time by the Committee in that regard.
- 3.4 Hut fees will consist of a Member/Associates rate, a Guest rate and a Block-Booking rate all of which are to be set by the Committee or at a General Meeting from time to time.
- 3.5 Members/Associates may camp on the grass at the side of the Hut but if so doing they shall be required to pay normal Hut fees which are to be set by the Committee or at a General Meeting from time to time.
- 3.6 Hut fees must be paid to the Hut Secretary as soon as possible. Members/Associates whose Hut fees have not been paid after 14 days following departure from the Hut will be required to pay an additional sum to be set by the Committee or at a General Meeting from time to time for each person for each night which is unpaid.
- 3.7 Members/Associates taking Guests to the hut are responsible for ensuring their Guests' fees are paid to the Hut Secretary and if not paid in accordance with the time limit set out in clause 3.6 of these Byelaws must pay an additional sum as referred to in clause 3.6.
- 3.8 Members/Associates, Guests and Block-Bookers are requested to notify the Hut Secretary of any damage caused or anything in want of maintenance, replacement or repair as soon as reasonably possible.
- 3.9 The last person leaving the Hut empty for a period must ensure that the leaving instructions displayed in the Hut have been followed. This is especially important in the winter months.
- 3.10 The Hut is one of the very few mountain huts with full central heating. It is expensive to run and Members/Associates, Guests and Block-Bookers are asked to take that into account when switching it on and off, especially in the winter months.
- 3.11 Rubbish is to be stored in the bins provided and Members/Associates and Block-Bookers must ensure when leaving either that somebody else has agreed to be responsible for the removal of all rubbish in the Hut to a central facility or must remove it themselves.
- 3.12 Members/Associates, Guests and Block-Bookers are requested to keep the Hut in a clean and reasonably tidy state at all times.
- 3.13 Whilst in the Hut Members/Associates, Guests and Block-Bookers are requested to behave in a manner not likely to cause any nuisance whatsoever either to other Hut users or to our neighbours. The latter is especially important.
- 3.14 Parking opposite the Hut is allowed but NOT to the side where damage to the sewerage facilities is likely to be occasioned. Hut users can also park in the small plot opposite which is surrounded by stones provided that there is no complaint from our neighbours. This is to be encouraged as we are maintaining our right to use this land as such. If any complaint is received please move your car immediately to avoid confrontation and report the complaint immediately to a Committee Member.
- 3.15 Members/Associates MUST book Hut places in advance. Anyone arriving without a booking takes the risk that:-
 - (a) children may have been booked in to the Hut - in which event the non booked-in Member/Associate is NOT permitted to stay overnight in the Hut nor to camp outside nor use the Hut in the daytime even if those with parental control agree; or
 - (b) a Member/Associate or affiliated person who has pre-booked without the non booked-in Member/Associate's knowledge may turn up later. In that event the pre-booked person takes priority and if the result is that more than 12 persons are sleeping in the Hut the non booked-in Member/Associate is NOT permitted to stay overnight in the Hut but may camp outside and may use the Hut in the daytime.
 - (c) the Hut has been block-booked by an outside party for exclusive use - in which event the non booked-in Member/Associate is NOT permitted to stay in the Hut nor to camp outside nor use the Hut in the daytime nor to park at the Hut.
 - (d) At the discretion of the committee a cancellation charge (not exceeding the value of the booking) may be imposed on groups of four or more people cancelling a booking with less than seven days notice.

- 3.16 IMMEDIATELY upon arriving at the Hut a Member/Associate or Guest shall:- (a) sign the arrivals book;
(b) if not already carried out since the last period of continuous occupation institute a fire alarm check in accordance with the instructions displayed in the premises; and log the result on the sheet provided for the purpose.

4. Miscellaneous

- 4.1 The Committee shall ensure that adequate insurance is in place to cover the Premises (so far as that cover is generally available) for the risks of fire storm tempest flood lightning earthquake landslip explosion subsidence heave riot civil commotion aerial devices and in peacetime aircraft and articles dropped therefrom damage by malicious persons and vandals impact by vehicles plant and machinery cover overflowing of tanks bursting of pipes and such other risks greater or lesser as they or the Members at a General Meeting shall from time to time require (subject in all cases to any excesses exclusions and limitations imposed by the insurers or underwriters) or reasonably consider should be covered except always such risks as cannot reasonably be insured on reasonably satisfactory terms or at a reasonable premium and in addition shall keep the Members of the Association insured against Public Liability in regard to risks at the Premises.
- 4.2 The Proxy Form to be appended to future agendas in accordance Rules 4.1, 4.3, 4.6, 7.1 and 9.15 of the Rules of Association shall be as set out in Appendix A of these Byelaws.
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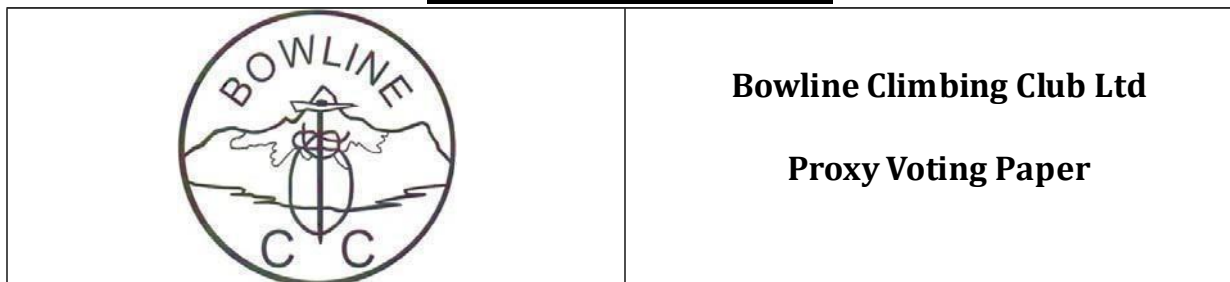
5. The Character of the Association – PLEASE READ

5.1 The Association and its Committee recognise that Members/Associates have many different interests, and that groups of Members/Associates have for many years regularly been involved together in varied sporting and outdoor activities, not all of them strictly in accord with the Objects of the Association. The Committee is willing to allow news and information about such activities to be circulated. However, when taking part in or organising such activities Members/Associates must take into account that the Association is NOT insured outside the terms of its BMC insurance (which is restricted to mountain-related activities). The Committee therefore stresses to Members/Associates that:-

- (a) by way of their involvement, whether in organising or partaking in such activities, they are NOT to presume that the Association has in any way ensured that the activity is to be or is being carried out in a safe or proper manner or that any health and safety, risk assessment or similar has been carried out on behalf of the Association; and
- (b) the Association will NOT accept any liability whatsoever in the event of any claim for negligence being made against or on the part of any Member/Associate taking part in or organising such an event; and
- (c) it requires that Members/Associates must NOT and are NOT permitted to carry out such activities in such a way that a third party might make the presumption that the Association is in any way involved in or might have been involved in the organisation or carrying out of the activity

The Association strongly advises that any Members/Associates participating in or organising such an event or activity must make appropriate arrangements for their own insurance cover in regard of injuries occasioned to themselves, to other Members/Associates and/or to third parties which might be caused by their actions or omissions.

APPENDIX A – PROXY FORM



I, the undersigned:-.....(name)

of.....(address)

being a Member of the Bowline Climbing Club Limited, hereby appoint:-

.....(name of appointed Member)

of.....(address)

*or failing him/her:-

*.....(name of alternative Member)

of*.....(address)

as my proxy to vote on my behalf at the meeting of the Association to be held on:-

.....201.....(date of meeting) and at any adjournment of that meeting.

EITHER:-

My proxy may vote as he/she thinks fit at their absolute discretion*.

OR if you wish to INSTRUCT your proxy how to vote on your behalf, the above sentence should be deleted and replaced by:-

This form is to be used in respect of the resolutions mentioned below as follows:-

Motion no. 1 - For/Against*	Motion no. 2 - For/Against*
Motion no. 3 - For/Against*	etc.

*Please delete as appropriate

..... (Your signature)..... 202..... (Date of signature)

NOTES

1. No choice will be recorded as an abstention;
2. An instrument of proxy is valid only for the meeting in question (or any adjournment thereof);
3. The person you appoint as your proxy must also be a Member of the Bowline Climbing Club Ltd.;
4. It is YOUR responsibility to send your completed proxy form to the Association Secretary either in the post or by email so that it arrives at least 48 hours BEFORE the start of the meeting. It is your responsibility to check and ensure that it arrives in time. If your proxy form is not received by then your proxy vote will be **INVALID**. It is advisable that you should also give your chosen proxy a copy of the completed proxy form.
- 5 Remember that if you INSTRUCT your proxy how to vote and you have instructed him/her to vote against, then if the Motion is amended at the meeting in such a way that you would have approved, your vote will still be registered against the Motion – and vice-versa. If the issue is important to you then it is clearly preferable either to attend or to give your proxy discretion, and advice as to how they should vote on your behalf if the Motion is amended at the meeting.

APPENDIX B – TRANSITIONAL PROVISIONS

1.

With effect from the AGM to be held in March 2016 and at every following AGM:-

- (a) if the current Vice-Chair is at that AGM succeeding into the position of Chair then no election for the position of Vice-Chair will take place;
- (b) if the current Chair is at that AGM ending their first year of service in that position then an election for the post of Vice-Chair will take place who will serve either as one of the four elective ordinary Committee Members or as an Officer for a period of one year and will then automatically succeed as Chair;
- (c) if the Vice-Chair is not elected as an Officer the number of elective ordinary Committee Members required to be elected will be reduced to three (the other place being occupied by the Vice-Chair).

APPENDIX C – TEMPORARY PROVISIONS

- 1 At the 2012 AGM the 2012/3 committee were empowered:-
 - (a) to negotiate on the clubs behalf with a view to establishing Longcliffe as a recreational resource; and
 - (b) to spend up to £3000 over the lifetime of the initiative with a cap of £500 on any one expenditure.
- 2 At the 2014 AGM the 2014/5 committee were asked to consider putting forward a proposition at each successive AGM as follows:

Every year the committee puts forward a proposal that the accounts (Sent to HMRC) be audited (or not).