

Club Constitution



The Rules and Constitution of Woodland Champions Club

1. The name of the club is Woodland Champions Club.

Object(s) of the club:

- 2. Object(s) of the club are as follows
 - To identify and create woodland campsites for members to enjoy and engage in outdoor recreation activities.
 - To obtain and make available information of woodland Glampsites.
 - To facilitate and encourage Glampsite owners to plant native woodlands.
 - To promote camping in alternative caravans.
 - To promote outside leisure activities.
 - To preserve the beauty of the landscape and ensure exempted sites do not cause harm to the amenity value of the landscape.
 - To conserve and enhance biodiversity in woodlands.
 - To help conserve native broad-leaf woodlands for future generations.
 - To reconnect humans and nature.
 - To provide a safe space for a range of therapeutic modalities.
 - To promote recreational camping and caravanning.

Membership

- 3. Any person aged 18 or over is eligible to become a member.
- 4. The signatories to these rules are the first members of the Club.
- 5. An applicant for site membership must submit dated application forms to the Secretary stating:
 - i) The applicants name and address,
 - ii) That the applicant has been given and read a copy of these rules, supports the objectives of the Club, and agrees to be bound by the rules immediately upon submission.
 - iii) Certified Sites applicants agree to Certified Site terms and conditions.



- iv) Camper applicants agree to campers' terms and conditions.
- v) Camper applicants must sign and agree to the terms and conditions when booking the use of a site.
- vi) Camper members agree to have their details shared with other members of the Club, or, organisations, companies, or as needed.
- vii) A valid DBS certificate must be provided with a site members application.
- 6. Until an applicant is approved for membership, he/she is not entitled to any of the privileges of the club.

Officers and their Duties

The club has the following members:
 Chairperson – Who chairs all General Meetings and all Executive Committee meetings when present.

Secretary – Who is responsible for the keeping of all books and records of the Club, including the Members' Register (containing the name and address of every member and such other contact details as the member supplies) and the taking of minutes of all General Meetings and Executive Committee Meetings.

Treasurer – Who ensures that the financial affairs of the Club are kept in good order and that the annual accounts and a financial report are submitted to the Executive Committee for it to place before the members and the Annual General Meeting.

Executive Committee

8. The day-to-day running of the Club is under the control of the Executive Committee which consists of:

The three officers of the Club.

- 9. A quorum for the Executive Committee meetings is 2.
- 10. The members present will elect a chair for that meeting whenever the Chairperson is not present.
- 11. Minutes of the Executive Committee meetings must be taken and made available to club members upon written request.
- 12. The Executive Committee has the following powers and responsibilties:



Supervision and direction of the day to day running of the Club.

Preparation and presentation of the Annual General Meeting of a written annual report on the Club and its activites (annexing the annual accounts and the Treasurers financial report).

Appointment of sub-committees, whose membership must include at least one member of the Executive Committee, to which it may delegate powers and duties on such terms as the Executive Committee sees fit.

Vacancies on Executive Commitee

- 13. The Executive Committee may appoint a member to fill any casual vacancy on the Executive Committee until the next Annual General Meeting.
- 14. Any member so appointed must retire at the next Annual General Meeting but may be elected as a member for Executive Committee at that meeting.

Financial year, accounts and auditors

15. The Clubs financial year runs to 31 December. An income and expenditure account must be made for that year and the balance sheet struck at that date.

Re-election and further terms of office

16. Members are always eligible for re-election for further terms as Officers or members of the Executive Committee.

Membership Classes and subscriptions

17. There shall be the following classes of membership:

Certified Site Membership.

- 18. The membership subscription for this class is £300 for each calendar year and must be paid by date set by secretary (the "Fee Date") to the Secretary unless the Executive Committee determine that payment may be taken by installments.
- 19. On application a fee of £500 must be paid to the club secretary before the application will be processed for a site membership, this is called the consultation fee.



- 20. The future level of subscription and entrance fee may be changed by a resolution at the Annual General Meeting passed by a majority of those present when the vote is taken.
- 21. This membership class is available to any person who satifies the following criteria:

They have signed the terms and conditions, either in wet ink or electronic signiature, they agree to promote the club and club objectives, they have lawful use, either ownership or agreed lease, for the site that will benefit from their membership and certification, and are not on a sex offenders register.

22. Members in this class will not be entitled to vote.

Campers Membership

- 23. The membership subscription for this class is a peppercorn for each calendar year and must be paid by the date set by secretary (the "Fee Date") to the Secretary unless the Executive Committee determine that payment may be taken by installments.
- 24. The future level of subscription and entrance fee may be changed by a resolution at the Annual General Meeting passed by a majority of those present when the vote is taken.
- 25. This membership class is available to any person.
- 26. Members in this class will not be permitted to vote.
- 27. Camping members may be signed up on terms and conditions of the booking engine.

Power to appoint members

28. Any person who is approved for membership by the members at the Annual General Meeting will become a member for one year on whatever terms, and, with whatever rights, that the members decides, and at the end of each year the members will consider re-approval.

Renewal

29. Campsite Membership is assessed yearly and is not an automatic renewal. A request to the club secreatary 1 months prior to the expiry date of the current cerficate and provide a valid DBS certificate.



- 30. Campers membership is automatically renewed each year unless:
 - i) The member resigns.

Resignation from membership

- 31. A member can resign at anytime by notice in writing to the Secretary. On receiving the notice the secretary will remove that member from the Members register within 28 days of receiving the notice and this will terminate the membership.
- 32. The resigning member is not entitled to any return or rebate of subscription and remains liable for any unpaid subscriptions and any others sum due from him/her to the club.

Disciplinary Officers

- 33. The Secretary is the Disciplinary officer.
- 34. Any member who is in breach of the rules or who otherwise acts in a way in which in the opinion of the Executive Committee is inappropriate.

Effect of resignations, expulsion or death

35. All rights and interests in the Club, and its property, cease immediately on termination of membership by resignation, expulsion or death.

General Meetings of Members

- 36. Annual General Meeting: An Annual General Meeting of all members must be held in December each year (or failing that, as soon as possible thereafter) and called by the Secretary on 14 days's written notice to the members stating the date, time and place of the meeting, and the business to be conducted. The business will include:
 - i) Presentation and summary explanation by the Treasurer of (a) the Clubs annual accounts for the financial year last ended and (b) a budget for the Clubs current financial year for approval of the Executive Committee.
 - ii) Election of officers, members of Executive Committee and Auditors; and
 - iii) Such resolutions as are stated in the notice of the meeting.
- 37. Special General Meeting: at any time the Executive Committee or any 2 members may by a joint written notice request the Secretary to call a meeting of members and the Secretary must then call a Special General Meeting on no less than 21



days written notice to all members stating the date, time and place of the meeting, and the business to be conducted.

- 38. The quorum for the Annual General Meeting and any Special General Meeting is 3.
- 39. The voting members present elect a chair for any General Meeting whenever the Club Chair is not present.
- 40. Minutes of the General Meetings must be taken and made available to all members.

Notice

- 41. Any notice required or allowed to be given to any member under these Rules is validly given if:
 - i) Sent by post to that member's address in the Members register (in which case it is deemed served to the member after posting) or
 - ii) Given to him personally or
 - iii) Sent by email or fax to that member's email address or fax number in the Member's register.
- 42. Any notice required or allowed to be given by any member to the Secretary under these rules is validly given if sent by post, email or fax to the Secretary at the postal address, email address or fax number most recently notified to members by the Secretary. It is deemed given when actually received at that address, email or fax number.

Resolutions and voting

- 43. Resolutions and other decisions at all General Meetings, Executive Committee or any sub-committee meetings are passed and made if so voted by a majority of those members present and voting when vote is taken.
- 44. Voting may at the discretion of the Chair be undertaken by show of hands, by ballot or by show of hands followed by ballot.
- 45. Proxies are not allowed.

Trustees and Club Property

46. There will be 3 Trustees of the Club who are the Treasurer and 2 other members elected in the General Meeting.



- 47. The first Trustees are the Treasurer and 2 others members elected at the first members meeting at which these rules have been adopted.
- 48. A General Meeting may remove or appoint Trustees at any time (except that the Treasurer cannot be removed as a Trustee as long as he/she is Treasurer but ceases to be a Trustee on ceasing to be Treasurer when the new Treasurer automatically becomes a Trustee).
- 49. A Trustee holds office until death, resignation or removal by a General Meeting.

Owner to provide club premises and pay all expenses.

50. The Club premises are at:

Toad Abode Pegs Lane Widford Herts SG12 8SX

51. The occupier of these premises:

David Holloran and Benjamin Carden

Employment and Other Contracts

- 52. The Club may engage employees on such terms as the Executive Committee decides.
- 53. All contracts of employment will be made by the Club secretary and will state the club secretary is the employer on behalf of the Club for the time being.
- 54. The secretary may enter into contracts as an agent for the Members provided that no such contract involves property or money beyond the value of £1500 per calender month. The secretary is solely responsible for the contracts he/she enters into.
- 55. All other contracts between the Club and any other person are made by the Trustees as agents for the members unless the Executive Committee instead authorise any one or more of the Officers or other members of the Executive Committee to enter into a contract as agent for the members.

Club Expenses



- 56. Trustees can claim expenses with prior approval of the Club Secretary for the managing of club activities. Travelling expenses, including refreshments (non-alcoholic) can be purchased with every 2 hours driving as recommended by the Highway Code.
- 57. The Club will cover the cost of fuel, insurance, tax and maintenance vehicle works for the Club Secretary.
- 58. The Secretary can enroll the Club into membership and subscriptions for professional services or otherwise, which might benefit the Club.
- 59. If not provided by the Club members, then other suitable accommodation to the value of £150 per night per person can be charged.

 Whilst on the road trip, breakfast and dinner can be claimed for all parties who are on the road trip in conducting Woodland Champions site visits or business.

 This can be passed on to any contractor at the Secretary's express consent.
- 60. Expenses incurred when working at home i.e. heating, internet, electricity, telephones, etc will be covered by the Club.

Indemnities and limitation of liability

- 61. Full indemnity out of the Club funds is given to:
 - i) Trustess against all payments and other liabilities properly incurred by them as Trustees;
 - ii) Officers and other members of the Executive Committee against all payments and other liabilities properly incurred by them in the exercise of their duties or powers for the club.
 - iii) Every Trustee, Officer, or other member entering into any contract on behalf of the members against all payments and other liabilities incurred by them in connection with that contract.
- 62. The liability of the Trustees, Officers or other members entering into any contract for the Club and the liability of any members on whose behalf the contract is made is limited to the assets of the Club.
- 63. The limit of each members indemnity given to Trustees, Officers or other members in any calendar year in relation to any contracts entered into by them for the Club is a sum equal to one year's membership subscription.

Legal Proceedings



- 64. No Trustees, Officers or members shall be bound to bring or defend any actual or prospective claim or proceedings or incur any actual or prospective liability for legal costs (including to any legal costs that may be payable to another party) unless they are first satisfied that they shall be sufficiently indemnified or otherwise protected against having to pay such costs and any other judgment against them (except as to the extent of one's year membership subscription) in one or more of the following ways:
 - i) Indemnity out of the Clubs assets
 - ii) Personal indemnities from some or all of the members
 - iii) Legal expenses insurance.
- 65. Non-payment of sums due to the Club.
- 66. It is the Secretary's responsibility to make sure there is adequate insurance or insurances for club members.
- 67. On a member being given a written notice of demand by secretary for payment of any sum already due from that member to the Club, failure to pay that sum in full within 14 days (or such longer period as may be specified in the notice) is a serious breach of the rules which may be disciplined in accordance with these Rules save to the extent that there will be no appeal from a decision of the Executive Committee unless the Executive Committee decides that there are special circumstances making it fair for the member to be able to appeal to an Appeal Committee.

Borrowing and Charges

- 68. The Executive Committee may borrow money if authorised by the Trustees.
- 69. The Trustees shall make such dispositions of Club property and enter into such agreements as the Executive Committee directs for the giving of security for such borrowing.
- 70. If any member of the executive committee loans the club money the member may not be expelled until all monies have been repayed.

Amendment of the Rules.

71. These Rules maybe amended by Executive Committee.

Dissolution

72. The Club may be dissolved by Executive Committee.



73. As soon as dissolution is decided the Executive Committee must pay or otherwise settle all debts and other liabilities of the Club.

| Signed (with name and address printed): | |
|--|-------------------|
| David Holloran | CHAIR |
| Toad Abode, Pegs Lane, Widford SG12 8SX | |
| | |
| Benjamin Carden | SECRETARY |
| Nutkins Wood, Bridge Lane, Troutbeck, Windermere, LA23 1LA | SECILETAIN |
| | |
| | |
| Jaymus Cooper Keeble | TREASURER/TRUSTEE |
| 44 Friars Road Weston Hitchin SG4 7BB | |
| | |
| | |
| Tom Dobson, | TRUSTEE |
| 66 School Lane, Welwyn, Herts, AL6 9PJ | |
| | |
| | |
| David Holloran, | |
| <u>TRUSTEE</u> Toad Abode, Pegs Lane, Widford SG12 8SX | |



| <u>Appendices</u> | | | |
|-------------------|-------------------------------|------------|--|
| Appendix 1 - | - Code of Conduct | | |
| Appendix 2 - | - Certified Sites Terms and C | Conditions | |
| Appendix 3 – | - Campers Terms and Cond | itions | |
| Print Name: _ | | | |
| Signed: | | | |
| _ | | | |
| | | | |
| Date | | | |