

Bird Keepers Association

of Southend on Sea

Association rules and constitution

Between

**Malcolm
Thornton**

Of

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Shoeburyness
Essex
SS3 8AE**

And

**Len
March**

Of

**32 Fremantle
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Essex
SS3 9HU**

And

**Keith
Ashton**

Of

**21 Fairleigh
Drive
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Date:

1st August 2014

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This agreement is dated 1st August 2014 and is made between:

The Members of the Bird Keepers Association whose addresses appear next to their respective names

Background to this agreement:

The Members have formed an Association known as the Bird Keepers Association which they desire to be regulated according to the following terms and conditions.

These are the terms of the agreement:

1. Definitions

These definitions apply unless the context requires a different interpretation:

'AGM'	means Annual General Meeting of the Association;
'Association Year'	means the period of year beginning on 1st August 2014;
'EGM'	means Extraordinary General Meeting of the Association;
'The Association'	means the Bird Keepers Association of Southend on Sea;
'The Committee'	mean the following Officers, elected by the AGM: the Chairman, the Treasurer & the Honorary Secretary;
'Officer of the Association'	means any member of the Committee;
'The Rules'	means the terms and conditions of this agreement;

2. Main objective

- 2.1. Each of the Members contracts with each of the others to join together to promote and represent the interests and the views of the Association; especially the cultivation and improvement of all species of cage birds and to provide facilities between bird keepers / fanciers which leads to mutual advantages to all members.

- 2.2. Membership shall be open to men and women of all ages who are primarily interested in the keeping & breeding of all varieties and species of birds and who are parties to this Agreement or accede to it, as provided in paragraph 2.3.
- 2.3. Additional Members may agree to the terms of this Agreement in writing.
- 2.4. This Agreement is not intended to form a partnership.

3. Subscriptions

- 3.1. A Member's annual subscription shall be such as the Members determine at the AGM. Current subscription prices shall be set out in the Schedule to this agreement and updated whenever the Members change the prices.
- 3.2. All payments for subscriptions are due on 1st day of August in each year or upon joining the association, if that occurs during an Association Year. Any Member who has not paid his subscription by the due date shall be disqualified from attending any meeting of the Association and from voting until the subscription for that year has been paid. However to avoid such action the Association will accept quarterly standing orders payable in advance or applications for lifetime membership.

4. Resignation, suspension and expulsion

- 4.1. A Member may resign from the Association by informing the honorary secretary in writing of his intention to do so. If a Member chooses to resign, no part of his subscription shall be refundable.
- 4.2. The Committee shall have the power to:
 - 4.2.1 suspend (for a period not exceeding twelve months); or
 - 4.2.2 expel
- 4.3. Any Member who infringes any of these rules or whose conduct, (in the Committee's opinion) is harmful to the good name of the Association, or renders him unfit for membership.
- 4.4. No Member shall be suspended or expelled without first being given the full opportunity to defend himself before the Committee.

- 4.5. Suspension or expulsion shall not be permitted without a vote of at least three quarters of the Committee.
- 4.6. No suspended Member shall be elected as an officer of the Association or be entitled to vote at any meeting.
- 4.7. No part of a suspended or expelled Member's subscription shall be refundable.

5. Management of the Association

- 5.1. Subject to a vote of the membership at an AGM or an EGM, the management and control of the Association shall be vested in the Committee which shall meet as required to organise the Association.
- 5.2. The Chairman's functions shall include setting the procedure for meetings of the Committee.
- 5.3. The Honorary Secretary's functions shall include sending notices to Members and recording the proceedings of AGMs, EGMs and meetings of the Committee
- 5.4. The Honorary Treasurer's functions shall include keeping records and accounts of the subscriptions and expenditure of the Association.
- 5.5. The quorum for Committee meetings shall be two Officers and the Chairman shall have a casting vote.

6. Powers of the Committee

The Committee's powers shall include, but not be limited to:

- 6.1. Filling any vacancy on the Committee from existing Members until the next AGM;
- 6.2. Appointing such sub-committees as they believe necessary. Any sub-committee so appointed shall be accountable to the Committee whose Officers shall, subject to a vote of the whole membership, be responsible for making final decisions;
- 6.3. Retaining and hold as property of the Association all sums of money coming into the Association and to bank the funds of the Association. All cheques drawn by the association shall be signed by the Chairman and the Honorary Treasurer, or by such other officers of the

Association as may be authorised by the Committee, ensuring that all cheques are signed by two Officers;

- 6.4. Investing sums of money in any prudent manner which the committee thinks will benefit the association;
- 6.5. Permitting, unless a contrary direction is given, all officers to recoup out of pocket expenses authorised by the Committee.

7. Annual General Meetings

- 7.1. The AGM of the association shall be held in August each year for the purpose of:
 - 7.1.1 receiving the reports of the Committee, any sub-committees and of the Honorary Treasurer in relation to the Association's activities since the previous AGM;
 - 7.1.2 receiving and if thought fit approving the accounts in respect of the preceding financial year;
 - 7.1.3 electing the Officers of the association (including the appointment of any Honorary Auditor);
 - 7.1.4 fixing the subscriptions, and
 - 7.1.5 dealing with any other general business of the Association.
- 7.2. Fourteen days' notice shall be given of each AGM, including the date, time, place and any special purpose.
- 7.3. Any Member may raise any matter at the AGM, provided that he has given the Honorary Secretary notice of 30 days.

8. Extraordinary General Meetings

- 8.1. An EGM shall be convened by the Honorary Secretary within twenty eight days of receipt by him of a direction by the Committee or of a requisition signed by at least 75% of the total membership of the Association.
- 8.2. No EGM shall take place before the giving of fourteen days' notice of the meeting to the Members.

- 8.3. The notice shall state the date, time and place as well as the purpose of the meeting.

9. Quorum at meetings

Any AGM or EGM may proceed provided that at least 2 members are present within 30 minutes of the time specified for the start of the meeting.

10. Voting at meetings

- 10.1. Only fully paid up Members may vote at an AGM or an EGM.
- 10.2. The Chairman shall have a casting vote at AGMs and EGMs.
- 10.3. Any vote to carry an amendment of the Rules shall be made by at least two thirds of the Members attending who are entitled to vote.
- 10.4. Except as provided in paragraph 10.3, a vote shall be carried by a simple majority of those attending and entitled to vote.

11. Amendment of the Rules

- 11.1. These Rules may be amended or revoked:
- 11.1.1 by the Members at an EGM, or
 - 11.1.2 if the amendment or revocation is proposed by the Committee, by the Members at an AGM.
- 11.2. Any proposal to amend or revoke these Rules must be given in the notice to convene the meeting.

12. Dissolution

If the Members vote to dissolve the Association, any surplus funds on the winding-up shall be distributed equally among the Members of the Association at the date of the vote to dissolve.

13. Entire understanding

This Agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other term not forming part of this Agreement.

14. Notices and service

- 14.1. Any notice or other information required or authorised by this Agreement to be given by any party to another may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address provided for that type of communication.
- 14.2. Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.
- 14.3. Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.
- 14.4. Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

15. Miscellaneous matters

If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

16. Dispute resolution

- 16.1. In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by

engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

- 16.2. Subject to paragraph 16.1, if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

17. Successors and assignments

The obligations under this agreement shall be binding upon the personal representatives of the parties.

18. Jurisdiction

This Agreement shall be interpreted according to the Laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the England and Wales courts.

Signed by Malcolm H Thornton

Signed by Len March

Schedule: Annual Subscription charges

Current membership fees are as published from time to time on the Bird Keepers Association web site

Explanatory notes:

Club rules and constitution