

# **BRISTOL MUZZLE AND BREECH LOADING GUN CLUB**

## **HOME OFFICE APPROVED**

### **GOVERNING RULES OF THE CLUB**

1.

The Club shall be known as the BRISTOL MUZZLE & BREECH LOADING GUN CLUB (herein after called "the Club". The address of the Club shall be that of the Bristol Muzzle & Breech Loading Gun Club Limited's Registered Office, but for the convenience of activity arrangements and supporting correspondence such other addresses as may be resolved from time to time by the Club Committee shall be used.

### **OBJECTS OF THE CLUB**

2.

The objects of the Club shall be: -

i. to foster and encourage all aspects of the legitimate shooting sports and to provide other social activities as shall be required by Members from time to time.

ii. to obtain and retain such approvals as shall be required to enable these activities to be conducted.

iii. to affiliate to such relevant bodies and associations as is deemed necessary from time to time.

### **LIABILITIES OF THE CLUB**

3.

The liabilities of the Club, its Officers, its Committees and Members, both jointly and severally, shall be limited to that laid down in the rules of the company.

4.

The Club, its Officers and its Committee accept no liability, consequential or otherwise, for any injury, loss or damage which a Member, guest or third party may suffer while on any Club premises or at any Club activity, nor for personal injury to Members, guests or third parties whilst participating in shooting or other activities. (These shooting or other activities are organised on behalf of the Club by the Bristol Muzzle & Breech Loading Gun Club Limited, with the Members of the Club Committee acting on behalf of the Company in organising said events).

4A.

The Club its Officers and its Committee in like manner accept no liability similar or otherwise in respect of loss or damage occasioned by or to any Member or third party whilst engaged in any shooting activity not arranged by or under the auspices of the Bristol Muzzle & Breech Loading Gun Club Ltd.

### **MEMBERS**

5.

Membership of the Club, except of Guest or Visitor Members shall at all times be concurrent with Membership of the Company. Any Member ceasing to be a Member of the Club for whatever reason shall cease to be a Member of the Company.

5A.

The Club will inform the relevant Police Authority of any holder of a Firearms Certificate who has ceased to be a Member for whatever reason. The Police will be informed within one month of cessation of Membership. This is inclusive of Probationary Members, whether they are FAC holders or not. The Club will also inform the Police Authority of any Member who holds a Firearms Certificate who has not shot with the Club for a period of 12 months.

### **CLASSES OF MEMBERS AND CLASS REQUIREMENTS**

6.

The Club shall consist of the following classes of Membership:-

**a. PROBATIONER**

Persons (being not less than 14 years of age shall serve a Probationary period of not less than six months. During this time the person will attend activity dates applicable to the discipline, which the person intends to pursue for the purpose of receiving a course of instruction in said discipline so that the person's suitability may be judged by the Committee.

An applicant for Probationary Membership must be sponsored by one Full Member and by one other person who knows the applicant personally, or if on reference from other bodies such personal references as deemed necessary by the Committee or Membership Secretary.

The relevant Police Authority will be informed of the Committee's decision to accept or refuse a Probationary application.

For the purpose of assisting the monitoring of suitability for Full Membership an official record shall be kept of range attendances.

A Probationary member must attend and shoot regularly using both pistol and rifle before being accepted for Full Membership.

The Committee may end or extend a Probationer's Membership at any time. Termination of Probationary Membership will be notified to the local Police Authority.

The person must at all times when in possession of firearms or ammunition be supervised by a Club Range Officer (R.O), or Club Range Conducting Officer (R.C.O) or such Full Member as deemed suitable by the Range Conducting Officer or a Club coach.

The number of persons in this class shall not exceed the sum total of Members in Membership Class b.

All probationary members will meet with the committee at the end of their probationary period. Notification of acceptance or rejection will in all cases be by post/email. Membership of the club is by invitation only completion of a probationary period does not infer membership of the club, or the right to acquire firearms.

**b. FULL MEMBER**

Persons who having reached the age of 17:-

i. shall have served a Probationary Period, is certified by a Member of the Committee in respect of standards reached, and has been approved by the Committee, or

ii being the holder of a Firearms Certificate for the previous consecutive period of not less than twelve months, is certified by a Member of the Committee in respect of standards reached and has been approved by the Committee. Until such time these persons will be deemed as "Probationary Members".

**c. FAMILY MEMBERS**

Who shall be the spouse or child of a Full Member who would otherwise be eligible for Membership provided that any such child on reaching the age of 17 year shall cease to be a Family Member and on immediate application for Full Membership his/her previous activity, experience and standards shall count.

Supervision of Family Members under seventeen years of age shall be greater than that accorded a Full member and such persons shall not be permitted to act as Range Officers.

It must be clearly understood that only persons who have completed a Probationary period and have been accepted as Full Members can enjoy the reduced fee granted by "Family Membership". That is to say that you may only have your spouse or child(ren) on your "Family Membership" if they have completed a Probationary period and have been accepted as Full or Family Members.

**d. LIFE MEMBER**

A life member shall be a full member who has been granted life membership by a vote of the members at General Meeting or extraordinary meeting. Life membership will be given only in exceptional circumstances and for outstanding contribution to the club. Nomination for life membership must be in writing to the club committee and signed by 10% of full members before being put to the membership for vote. Life members must annually submit all relevant paperwork required by the club to retain membership. Life members who do not submit the relevant paperwork may be deemed to have resigned from the club.

#### **e. JUNIOR MEMBERS**

A person not having any immediate family in the Club and not having reached the age of seventeen years shall be deemed as a Junior Member and shall enjoy full club benefits after successfully completing the Probationary period. However this person shall not be entitled to vote on Club business or be eligible for a Committee position until they reach their seventeenth birthday. Supervision of this person shall be greater than that accorded to a Full Member and this person shall not be permitted to act as a Range Officer.

Until the age of 18 years is achieved a Junior Member must annually at renewal provide a signed declaration from parent or legal guardian to the effect that the signatory concurs with the aims of the Club, understands the governing rules of the Club and has given permission freely.

#### **f. GUESTS**

The Club may from time to time hold "Guest Days", which shall be notified to the Police Authority for the District, the invitation of guests being expressly through and at the sole discretion of the Club Secretary. Guest Members shall enjoy the full amenities of the Club subject to the constant personal supervision of a Full Member under the direction of a Club R.C.O. or Club R.O. or Club Training Officers.

Sponsors of a guest must submit a guest form to the club secretary not less than 48 hours before the guest day, failure to do so may result in the refusal to allow a guest to shoot.

Guests must sign a declaration that they are not prohibited from possessing firearms and ammunition by virtue of Section 21 of the Firearms Act 1968.

#### **g. VISITORS**

A person holding a Firearms Certificate shall join in a Club activity provided that this person has received permission to do so from the Committee or relevant Membership Secretary to do so at least 48 hours prior to the activity.

A visitor form must be submitted to the club 48hrs before a visitor wishes to shoot with the club.

All Visitors who wish to take part in the Club's activities must be logged in the Club's Range Attendance Register in the same way as all Members.

#### **VOTING RIGHTS**

Only full Members shall be entitled to vote. Junior, Guests and Visitors are excluded.

7.

The maximum number of Members may be fixed from time to time by the Committee and unless specified the minimum number of Full Members shall be that laid down in law and the maximum number unlimited.

8.

All Members shall enjoy the full amenities of the Club except for those matters pertaining to the enactment of the Firearms Acts and any subsequent Acts and Amendments, which might preclude full enjoyment.

9.

No person shall be considered for Membership without an interval of at least 48 hours having elapsed following the application by or on behalf of that person for Membership.

#### **NOMINATIONS**

10.

Application for Membership shall be completed on the official Club form in ink.

11.

All applications for Membership shall be placed before the relevant Membership Secretary.

All new Membership applications shall be notified to the local Police Authority.

### **SUBSCRIPTIONS AND FEES**

12.

Entrance fees and subscriptions for Membership shall be due on demand and payable to the Club. Membership is conditional on such payment being made.

Subscription rates, fees and charges for: -

- a. Full Membership Fees shall rise annually in line with the retail price index released by the government in January preceding the annual general meeting.
- b. Other Members, Guests and Visitors fees shall be determined by the Committee from time to time and shall be made known at least 28 days prior to any changes are due to become effective.
- c. The committee will set the level of fees for members under 17 years of age or young members over 17 who are still in full time education who the committee at its discretion may consider for a reduced fee.
- d. Green fees will be set by the committee and shall be made known at least 28 days prior to any changes becoming effective.
- e. Junior members and members covered by section 12c, will pay reduced green fee.

N.B. In respect of (b), Members have the right to rescind or alter the Committee decision by calling an Extraordinary General Meeting, notice of which must reach the Club Secretary within 14 days of the Notice of Change being made, failing this, the new rates will apply on the date stated.

### **MEMBERS CONDUCT**

13.

Any person contravening the rules, regulations and/or bye-laws of the Club or the Firearms Acts, or acting in any way which may be construed as dangerous, offensive or an embarrassment to the Club and/or its Members shall be immediately suspended from Membership in any or all of its categories. Such suspension shall be determined by any Committee Member of the Club or by any other two Members of the Club present. If the suspension is decreed during the course of any activity, whether the perpetrator be participating or not, that person shall be required to leave the vicinity of the activity immediately and shall not be permitted access to any other activity of the Club until such time as details of the incident have been laid before the Committee or adjudication has been reached.

14.

If the suspended person refuses to leave the vicinity of the activity, then that activity shall be suspended forthwith.

The Committee shall give the person notice in writing, setting out the matter of the complaint, and require that person to attend before the Committee. Failure to respond will empower the Committee to implement any or all of the provisions of the rules pertaining to Members Conduct.

15.

Any Member being the subject of a complaint or any persons witnessing the event may be called to attend the enquiry.

15A.

Any Member being the subject of a complaint or enquiry may if they so desire, present themselves or provide a written statement of explanation to the Committee.

15B.

Any person attending such an enquiry is not entitled to be privy to the deliberations of the Committee. All deliberations will be in camera and all decisions will be communicated in writing.

15C.

Any member that undermines the club or membership or uses the club equipment or property for personal gain will be subject to suspension from the club until such times as the committee can investigate and take appropriate action.

15D.

Any work carried out on behalf of the club becomes the property of the club, this includes copyright for any documentation, photos, logos, or any other material submitted for club use, unless the committee agrees in writing to the contrary beforehand.

### **PENALTIES FOR MISCONDUCT**

If upon investigation the Committee finds that a complaint or allegation against any Member is justified, then the Committee may impose any penalty it considers to be fitting. This includes termination of Membership.

### **APPEALS PROCEDURE**

16.

Any Member being the subject of a complaint (and that complaint having been investigated and decided on by the Committee) being dissatisfied with the decision shall have the Right against that decision by placing the matter before the Board of Trustees of the Company subject always to; -

- a. Written notice of the Committee decision being given to the person/s involved in the complaint, in writing, within seven days of the decision being made.
- b. Written notice of appeal by the appellant shall be lodged with the Company Secretary within fourteen days of the appellant receiving the notice of decision from the Committee.
- c. Written statements and any other evidence that the appellant requires in support of the Appeal to be lodged with the Company Secretary within twenty-eight days from the date the appellant received the Committee decision.
- d. The appellant shall give any additional information the Board may require and shall attend any meeting that the Board may require and any non-compliance with the Board's requirements shall not give rise to any further complaint or Appeal by the appellant. Any suspension from Club activities will remain in force until the final decision of the Committee.
- e. Any recommendation by the Board will be considered by the Committee.

17.

Before the Committee can enact the provisions of Termination under Rule 13, they shall give the person 7 days notice in writing, setting out the matter of the complaint, and require that person to attend before the Committee. Failure to appear will empower the Committee to implement all provisions of Rule 13.

### **MANAGEMENT OF THE CLUB**

18.

The Management of the Club and the administration of its affairs shall be vested to the Committee for all matters not reserved for General Meetings.

### **COMMITTEE**

19.

The Committee shall consist of Full Members who shall be elected at the Annual General Meeting of the Club and such other Full Members who the elected Committee consider expedient to the good running of the Club.

The duties of Committee Members shall be delegated by the Annual General Meeting or the Committee in session for the benefit of the Club as a whole.

All Members of the Committee shall resign at the Annual General Meeting but may offer themselves for re-election.

20.

In order to fill vacancies on the Committee, nominations shall be made 28 days before the Annual General Meeting, which shall require a Proposer and Seconder before being placed to the Meeting for voting. Only Members entitled to vote may be nominated or to act as Proposer or Seconder.

If at the time of the Election of Officers at an Annual General meeting: -

- a. No nomination has been received for a particular Office, then the resigning Officer of that Office if eligible and willing to stand for Office shall automatically be elected. If the resigning Officer is not willing to stand for Office then the post shall be filled by the elected Committee under Rule 21.
- b. Only one nomination is received for a particular Office then that nomination will be an automatic election to that Office.
- c. If more than one nomination is received for a particular Office then the nominations will be voted on at the Annual General Meeting.

21.

Where there is a vacancy through non-election or following the expulsion or resignation of a Committee Member during the Club year the remaining Members of the Committee shall elect a Voting Member of the Club to assume the Office vacated for the remainder of the Club year.

## **CHAIRMAN**

22.

The Chairman of the Club shall be elected by the Committee following the Annual General Meeting and shall preside over all meetings of the Committee and the Club. In the absence of the Chairman at any meeting the Committee shall appoint one of their number to act as Chairman of that meeting only.

## **TREASURER**

23.

The Treasurer shall receive and safely keep all the funds (or money) of the club and pay out such monies as required by the Committee directives

The Treasurer shall make an Annual Report of Receipts and Disbursements and shall at all times keep proper books of account in such a state that an Audit can be made within seven days of such an audit being required.

The Treasurer shall submit a statement of the Affairs of the Club to the Annual General Meeting or to any Extraordinary General Meeting if called for this purpose.

## **COMMITTEE QUORUM AND VOTING**

24.

Each Committee Member shall have one vote, which must be cast in person. 60% of Committee Members shall form a quorum except in the case of an expulsion of a Member or change of a Club Rule where the quorum shall be 90%

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26.

Committee Members shall be notified by the Secretary of all meetings of the Committee at least 7 days before the meeting is due to be held.

27.

Should a meeting be called and a quorum is not present, the meeting shall stand adjourned for a period of not more than 14 days.

28.

The Committee may suspend one of its number from Office for negligent or otherwise offending matter following the unanimous decision of the remaining Committee Members. In such event only one Member of the Committee may be considered for suspension at any one time.

### **COMMITTEE DUTIES**

29.

The Committee will appoint such Sub-Committees they consider necessary for the administration of the Club.

30.

The Committee shall have power to co-opt Members as Temporary Members of the Committee or Sub-Committees in which case: -

- a. At any meeting of the Committee they shall be entitled to speak but shall not be entitled to vote.
- b. In any Sub-committee matter they shall have equal vote.

31.

The Committee is authorised to negotiate and secure any contract, which in its opinion is in the interests of the Club and its Members.

32.

The Committee shall make provision for the method of receiving and paying out funds (or money) by the Treasurer and shall be responsible for determination of such Bank. Building society or similar institution authorised to conduct accounts and to make and determine for the time being and from time to time such mandate as required of persons having authority over such accounts **PROVIDED ALWAYS** that not less than two persons shall be required to sign any cheque, bills of exchange, promissory notes and the like.

33.

The Committee will have the power to make and alter Byelaws for the conduct of the Club, which shall be binding on the Membership.

34.

The Committee shall have the authority to make remuneration by way of wages, contract or fixed amounts in respect of any work or duty carried out by an Officer or Member of the Club for reimbursement of expenses incurred in furthering the Objects of the Club.

### **FINANCIAL YEAR**

35.

The financial year of the Club commences on the 1<sup>st</sup>. March of each year and ends on the last day of February in the next year.

36.

The Committee shall be empowered to set the date on which a Members subscription shall be paid **PROVIDED ALWAYS** that not more than one calendar year shall elapse between any two Subscription dates.

37.

The Committee may exercise discretion with regard to payment of Membership Fees in cases of personal application to the Committee by any person writing to the Club Secretary who will then forward the application to the Committee for approval or rejection.

### **ANNUAL GENERAL MEETINGS**

38.

The Annual General Meeting shall be fixed from time to time by the Committee but shall not be later than that of the company. Notice giving details of the date, time and place of meeting and the proposed agenda will be given by post/email.

39.

At the Annual General Meeting the balance sheet and accounts shall be submitted for acceptance, Members of the Committee elected and any other business, which may be in order discussed.

40.

Any business for inclusion on the agenda will be transacted provided that notice in writing setting out such business is given to the CLUB Secretary by the end of January by post/email.

41.

Ten members or 10% of the Full Membership (whichever is greater) shall form a quorum. If at the appointed time of the General Meeting a quorum of Members is not present, the meeting if convened at the requisition of Members shall be dissolved. In any other case it shall stand postponed until the next scheduled meeting. All Members shall receive written notice of such a postponement.

42.

All Members shall be entitled to attend and to speak at a General Meeting but only Full/Family Members will be allowed to vote, each Full Member having one vote to cast in person.

43.

Voting shall be by show of hands and a motion be adopted or amended by majority decision of Full Members present.

44.

Motions at a General Meeting shall only be carried if of those who vote at least 51% vote for the motion. If the voting shall be equally divided then the Chairman of the meeting shall have a casting vote and that vote shall be to maintain Status Quo.

### **EXTRAORDINARY MEETINGS**

45.

An Extraordinary Meeting may be called by the Committee on their own initiative at any time, or upon the written request at least 10% of Members who are entitled to vote - provided that in the latter case such request is accompanied by specific details of the object of the meeting in form of a motion signed by all requisitioners.

46.

Notice giving details of the date, time and place of the meeting and the proposed agenda 28 days' notice in writing by post/email shall be given to every Member entitled to vote thereat.

47.

The decision as to whether the expenses incurred calling a meeting shall be borne by those calling the meeting shall be decided by ballot at the meeting concerned.

### **COMPLAINTS**

48.

All complaints shall be in writing to the Club Secretary or should the complaint relate to the Club Secretary in writing to the Chairman of the Club or if in relation to the Committee as a whole to the Company Secretary.



49.

Under no circumstances will complaints be initiated in open meetings.

50.

Where any complaint has been placed or referred to the Board of Trustees of the Company the decision of the Board shall be final.

### **ACTIVITY RULES**

51.

The Committee shall arrange and hold such course and examinations as is deemed necessary for the improvement of education in the Club's objects and in particular shall maintain a register of Club RCOs which shall consist of FULL MEMBERS suitably trained, assessed and certified by Members of the Committee in respect of standards reached and approved by the Committee.

52.

All matters pertaining to Members activity shall be conducted through the respective Activity Captain and where a Rule or Byelaw is considered necessary for the conduct of those activities the Committee is empowered to make same. These will include the regulation of individual and team activities, the organising and administration of meetings, competitions: demonstrations and instruction: the requirements of holding and handling apparatus and equipment.

53.

The Committee shall be empowered to determine to what Association or body the Club may affiliate or become an Associate in order to benefit the Club and its Members.

54.

All Members of the Club shall rigidly adhere to laid down procedures. Failure to do so will result in action under the Rules of Members Conduct.

### **GENERAL RULES**

55.

Members shall at all times observe all Acts of Parliament and Legislative Edicts.

56.

Members may not take away or knowingly permit to be taken away any property from the Club premises or places of activity unless by the prior agreement of the Committee or injure, damage or destroy any property belonging to the Club under any pretext whatsoever.

57.

No Member or Guest may conduct any form of business or offer for sale any ammunition, weapon or other items within any Club precincts or activity without permission of the Committee.

58.

No Member or Guest may arrange any meeting, competition, event or activity within the precincts of the Club or on behalf of the Club or its Members without permission of the Committee.

59.

No Member or Guest shall bring onto the Club premises any alcohol for consumption or disposal within the Club precincts except by the specific invitation or permission of the Committee which shall only be permitted at such times and places where shooting shall not be taking place or for the purpose of a social programme following completion of all ammunition and weaponry competition, instruction and practice.

60.

No Member or Guest shall interfere with any range, firing point and shall not erect any staging or other structure or place any target other than an approved target at an approved point without permission of the Committee or the Officer of the Club duly appointed by the Committee to be in charge of such activity and being present at the time.

61.

Should any Rules or Bye -laws be considered necessary for the welfare of the Club, the Committee are empowered to make same. Such Rules and Byelaws shall have effect until set aside by the Committee or at a General Meeting.

62.

Damage to Club premises or property or that for which the Club is responsible, which in the opinion of the Committee is done wilfully or through negligence , shall be paid for by the Member(s) responsible, as determined by the Committee, such amount shall be immediately payable as required by the Committee in default of which the Committee shall exercise Rule 13.

63.

A Register containing the names and addresses of all Members shall be maintained by the Club Secretary.

A Range Attendance Register shall be maintained by the Club Secretary or by a Committee Member in his/her absence. It shall be the responsibility of every Member and Visitor to ensure that his/her name is included in the register for each visit, the firearms used and serial number and type of competition or practice if any in which they take part.

64.

A notice may be given by the Club to any Member either personally or by sending it by post/email to him/her at the address last registered by him/her in the Club Register. Any change of address must be notified in writing to the Club Secretary.

Where the notice is sent by post it shall be deemed to be effected by proper addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same has been posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

65.

A copy of Club Rules and Bye-laws shall be rendered to and kept by the Board of Trustees of the Company and a copy shall be given to each Member of the Club on approval to Membership and a copy shall be made available for reference purposes at all Club premises and activities.

66.

None of these Rules shall be rescinded or altered or additional Rules made unless approved by the Committee - such decision being governed by Club Rule 33 - or approved at General Meeting of Members specifically called for such purpose - such General Meeting being governed by Club Rules 46/47.

Any decision to add, alter or rescind a Club Rule will be announced in writing by post/email unless changed at AGM/EGM

67.

Any question or matter not covered by the foregoing Rules or any question with regard to their interpretation, or of the Bye-laws , shall be determined by the Committee or at such times as the Committee may be in variance with the Members the matter shall be referred to the Board of Trustees of the Company for determination whose decision shall be final.

68.

Matters referred to in these Rules in the singular shall be construed in the plural and vice-versa and matters implying the masculine shall include the feminine unless clearly stated otherwise.

## **DISSOLUTION**

69.

The Club may be dissolved by an instrument of dissolution signed by not less than 75% of Club Members entitled to vote.

If upon winding up or dissolution the Club there remains, after the satisfaction of all its debts and liabilities, any such funds including money and /or property whatsoever the same shall be transferred to the Company together with all rights and remedies attached thereto.

70.

Should any member or group of members wish to split from the club they will be deemed to have resigned from the club and will have no right or entitlement to any club funds or assets belonging to the club or its remaining members.

### **IMPORTANT**

IN ORDER TO SAVE UNNECESSARY STRESS AND CONFUSION AT TIMES OF BEREAVEMENT FOR YOUR NEXT OF KIN IT IS ADVISED THAT MEMBERS SHOULD MAKE SUITABLE ARRANGEMENTS AND LEAVE INSTRUCTIONS FOR THE DISPOSAL OR SAFE CUSTODY OF THEIR FIREARMS AND AMMUNITION. ANY FURTHER HELP OR ADVICE CAN ALWAYS BE OBTAINED FROM THE CLUB SECRETARY.

**CONSTITUTION AND BYELAWS REVISION 2010**