

WEALDEN BUSINESS GROUP

Constitution and Rules (effective from 20 April 2011)

1 Name

The name of the group shall be "Wealden Business Group" ("the Group") or such other name as is agreed by its members from time to time.

2 Objects

The objects of the Group are -

- (a) to provide business-related support, training and other benefits for its members
- (b) to encourage members to introduce business to each other
- (c) to promote members' businesses as providing good quality goods and services
- (d) to provide a forum for discussion by local business people of business-related issues
- (e) to meet regularly (at least twice each month) at a date and venue to be arranged from time to time and
- (f) to arrange such social events as the Group may from time to time decide in each case, for the mutual benefit of each and every member of the Group

3 Membership limit

- (a) Membership shall be limited to one person or business of any one particular business classification.
- (b) A Group member in good standing who represents, in the Group, a particular business classification may veto the election to membership of any applicant from the same (or a closely similar) business classification

4 Good standing

- (a) To be a member in good standing, a member must -
 - pay his or her annual subscription to the Group within 28 days of being invoiced and
 - (once a member for six months) attend not less than 60% of the Group's meetings held over the previous six months.
- (b) In individual cases, the requirements for good standing may be varied, relaxed or wholly or partially waived -
 - by the Officers (acting together) for a period not exceeding six months and
 - by the Group members for a period (or further period) not exceeding one year

5 Election

- (a) Election to membership shall be by a vote of at least 75% of the members in good standing subject to such enquiry and investigations as the Officers (acting together) for the time being deem appropriate
- (b) Any member who objects to an application for membership must give reasons in writing to the Secretary

6 Trustees

- (a) There shall be three Trustees of the Group, who will hold the legal title to all or any of the Group's assets from time to time. The Trustees are not officers of the Group but merely custodians of the Group's assets and shall perform such duties as are necessary in connection with those assets as are required by the majority of it's the Group's members, so long as such duties do not contravene their overriding duty as Trustees.
- (b) A Trustee shall hold his or her position as Trustee until death or retirement or until he or she is no longer a member of the Group, whichever shall be the earliest. The

power of appointment of new Trustees shall be in the remit of the continuing Trustees. The first Trustees of the group were Paul Rowe, Roger Martin and Malcolm Elsmore. [Currently, Graham Card, David Meredith and Simon Hammond]

7 General Meetings -

- (a) General meetings may be held on not less than one month's written notice given by the Secretary to all members
- (b) An Annual General Meeting of the Group must be held at least once a year
- (c) An Extraordinary General Meeting may be called at the direction of the Committee and must be called within two months of a notice in writing to the Secretary, signed by at least one third of the Group's members in good standing, specifying the motion(s) to be debated at such meeting.

8 AGM

At the Annual General Meeting the following business shall be transacted:-

- (a) reports by the Secretary, Membership Services Officer and Marketing Officer of the Group's activities within their respective remits during the previous year.
- (b) report by the Treasurer, comprising the presentation of accounts for the previous year and the presentation of a proposed budget for the coming year.
- (c) election of the Officers for the succeeding year, namely -
 - *Chairman*, who shall be responsible for chairing meetings of the Group and of the Committee
 - *Secretary*, who shall be responsible for correspondence, membership applications, minutes of meetings, maintaining a record of members' attendances at Group meetings, organizing the venues and catering for Group and Committee meetings and coordinating the activities of the Officers
 - *Treasurer*, who shall be responsible for managing the Group's day-to-day finances
 - *Membership Services Officer*, who shall be responsible for arranging speakers for Group meetings and coordinating the Group's other activities and
 - *Marketing Officer*, who shall be responsible for coordinating the marketing and promotion of the Groupin each case in accordance with the decisions of the Committee.
- (d) election of up to two Committee Members, who shall be responsible for representing the views of the Group's members as a whole at meetings of the Committee
- (e) setting the membership subscription (and any joining fee) and the budget for the subsequent year
- (f) any other business which has been notified to the Secretary in writing at least 14 days before the AGM.

9 Committee

- (a) The business and administration of the Group shall be entrusted to the Committee (comprising the Officers and the Committee Members from time to time).
- (b) The Committee shall meet not less than four times in each year
- (c) Any vacancy in the Committee arising during the year may be filled by co-option or election of a replacement at an Extraordinary General Meeting
- (d) The Committee must refer proposed expenditure exceeding the budget approved at the AGM to a Group meeting for approval before incurring it

10 Accounts

- (a) The accounts shall be kept up to date at all times by the Treasurer and made available for inspection by any member of the group upon giving reasonable notice of

his desire to do so. No auditing of the accounts will be required unless requested by the membership at a general meeting.

- (b) The Group's year end shall be 31 March each year, unless altered by resolution at a general meeting of the Group.

11 **Complaints and expulsion**

- (a) If any Group member ("the first member") has any cause for concern arising from –
 - (i) the first member's own serious dissatisfaction with work carried out for the first member by another Group member ("the second member") or
 - (ii) serious dissatisfaction by any customer or client referred by any member of the Group with work carried out for that customer or client by the second member or
 - (iii) any illegal or unprofessional conduct by the second member or
 - (iv) any activity by the second member that is likely to harm the image of the Group

then the first member should first seek to raise the matter with the second member direct with a view to resolving the cause for concern

- (b) If the cause for concern cannot be satisfactorily resolved between the first member and the second member direct, the first member must (if not prevented from doing so by any legal or professional obligation) disclose full details to the Group's Chairman at the time (or, if the second member is the Group's Chairman, to the Secretary), who may (himself or herself or by means of a member of the Group's committee selected by him or her for this purpose) raise the matter with the second member with a view to resolving the cause for concern
- (c) If the Chairman (or Secretary) does not consider it appropriate to intervene as envisaged in rule 12.2, or if such intervention is unsuccessful in resolving the cause for concern, the matter must be referred by the Chairman (or Secretary) to the Group's Committee. If the Committee agrees, and subject to the second member being given such prior warning (if any) as the Committee considers appropriate, the matter must be referred to an extraordinary general meeting of the Group convened for this specific purpose
- (d) At such extraordinary general meeting, the Group may pass a resolution ("the expulsion resolution") to expel the second member from the Group, either –
 - (i) with immediate effect or
 - (ii) effective at some future date specified in the expulsion resolution if the second member fails by that date to fulfill such condition or conditions as the Group may specify in the expulsion resolution
- (e) If and when the expulsion resolution becomes effective, the second member shall forthwith cease to be a member of the Group, without being entitled to any compensation or refund of subscription. If the condition or conditions (if any) in the expulsion resolution are satisfied by the specified date, or if the expulsion resolution is not passed, the original cause for concern will be treated by the Group as having been fully resolved
- (f) **Expulsion for non-payment**
The Committee may resolve to expel from the Group any member who has failed within 28 days of request to pay (or make arrangements satisfactory to the Committee to pay) any sums due from that member to the Group. If such an expulsion resolution is passed, the provisions of clause 11.5 of this constitution shall apply in respect of that member.

12 **Voting**

Unless otherwise stated, all decisions of the Group, the Committee and the Group's Officers (acting together) shall be by simple majority vote of those in attendance and in good standing

13 Honorary life membership

- (a) A Group member who leaves the Group may – at the discretion of the Group on the advice of the committee – be made an “Honorary Member” of the Group
- (b) An Honorary Member is –
 - (i) not required to pay any annual subscription
 - (ii) entitled to attend meetings and social events of the Group, without any minimum attendance requirement, subject to paying the appropriate meeting fee or other price for the occasion
 - (iii) may attend and take part in discussions at general meetings of the Group, but with no right to vote at such meetings
 - (iv) must support the objects of the Group
 - (v) must not promote any business (except those of Group members) at Group meetings
- (c) An Honorary Member is an Honorary Member for life, subject to complying with the above

14 Retired Membership

- (a) A Group member in good standing may apply to the Committee to become a “Retired Member” of the Group
- (b) A Retired Member –
 - (i) must pay a reduced annual subscription as decided from time to time by the Committee
 - (ii) may attend meetings and other events of the Group, without any minimum attendance requirement, subject to paying the appropriate meeting fee or other price for the occasion
 - (iii) may attend and take part in discussions at general meetings of the Group, but with no right to vote at such meetings
 - (iv) must support the objects of the Group
 - (v) must not promote any business (except those of Group members) at Group meetings
 - (vi) must not undermine members of the Group or their businesses
- (c) The Group (following a recommendation by the Committee) shall decide whether to accept an application to be a Retired Member and the Committee may withdraw the membership of a Retired Member at any time at its discretion