

Rules, Byelaws and Policies of The Rucksack Club Ltd.

The Rucksack Club Ltd is registered with the Financial Services Authority as a Mutual Society under the provisions of the Industrial and Provident Societies Act 1965. Registration number: 31191R

The Club was established in 1902 as an unincorporated association - a group of like minded individuals pursuing a common interest. As such it was not a legal entity, its officers acted in their own names in financial transactions, its properties - the three huts - were held in trust, and its members each carried unlimited public liability for any and all Club activities whether or not they had direct personal involvement. None of that is as bad as it might sound. The Club functioned smoothly and the risk of being the subject of civil legal action was managed, and for the large part still is, by buying into the British Mountaineering Council's insurance scheme which provides £10M third party public liability cover for Club affairs and for individual members whilst engaged in mountaineering both with the Club and more generally.

In 2010 the Committee took the view that, despite a hundred years successful avoidance of entanglement with the law in any form, in these more litigious times it was appropriate, using legislation designed purposely to protect members of small not for profit associations, to extend protection for officers and members of the Club. Through registration as a Mutual Society we have established limited liability for those not involved personally in an event which has become the focus of civil litigation. The 2011 AGM voted strongly in favour of the move and the Club was registered on 4 March 2011. It's not a wholly magic cure. Individual members held to have been negligent would still be in difficulty if the insurance cap was exceeded, or the underwriters refuse support. In such circumstances the Club's assets would also still be forfeit. Nevertheless securing limited liability for the majority of members is a sensible extension of the Club's duty of care towards its members and particularly its officers. From that perspective the modest annual fee required to maintain registration is simply another insurance premium.

It is more than that, however, since through registration the Club has become a legal entity and its officers now act in the Club's name when signing sometimes quite significant contracts for, say, repairs to the huts, instead of in their own names. The huts now pass from trusteeships, in two cases of the NatWest Bank, to the full proprietorship of the Club. A further effect is that the Club itself as an organisation can take action against defaulters or miscreants of whatever kind - a much clearer proposition than having to use intermediaries. The Rucksack Club was not the first British mountaineering club down this track - the fourth, in fact - and we happily acknowledge the assistance we received from those forerunners. Others are now following.

For many years the Rucksack Club had a developed constitution, rules and policies. Registration as a Mutual Society has meant that constitution and procedures have been replaced by Rules which impose a stricter but not a markedly different code on the Club, and Byelaws and policies more explicit than before so that we clearly conform to what is currently expected of a Mutual Society. What follows is a comprehensive formal statement of the way the Club is run and the standards it sets itself. What is not shown in such a necessarily legalistic exposition are the bonds of friendship between members that ensure what appears to be a formidable bureaucracy in fact holds to its purpose of promoting the skills of mountaineering, climbing and hill walking amongst a group of enthusiasts with surprising ease, and to the huge enjoyment of those involved.

The Rules of The Rucksack Club Ltd may not be changed without the approval of the Financial Services Authority. The Byelaws are approved by General Meetings of the Club. Policy statements are issued by the Committee.

THE RUCKSACK CLUB LTD

RULES OF THE CLUB

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Section 1 Name and Objects of the Club

1. The Club shall be called **“THE RUCKSACK CLUB LIMITED”**, and shall be referred to as **“the Club”** in these Rules.
2. The objects of the Club shall be to facilitate walking tours, cave explorations, and mountaineering in the British Isles and elsewhere and to bring into fellowship men and women who are interested in these pursuits.

Section 2 Powers of the Club

3. The Club shall have the power to do anything which appears to it to be necessary or desirable in pursuing its objects. In particular, it may acquire and dispose of property, enter into contracts, accept gifts of property, and employ staff. The Club may invest funds for the objects of the Club, including forming or participating in forming bodies corporate, or otherwise acquiring membership of bodies corporate. It may borrow money in pursuing its objects, subject to a limit of one hundred thousand pounds.

Section 3 Officers and Club

4. The Officers of the Club shall be: President, Vice-Presidents, Treasurer, Secretary, and such other Officers as may be defined in the Byelaws from time to time.
5. The Club shall have a Committee consisting of the Officers and eight elective members, which, subject to these Rules, shall manage the affairs of the Club and exercise all of its powers. At Committee meetings a quorum of the Committee shall consist of five Committee members present. Every question at Committee meetings shall be decided by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. The Committee shall have the power to nominate Sub-Committees for such purposes and with such executive powers as the Committee may deem necessary. The Committee may co-opt members onto Sub-Committees. Such Sub-Committees shall act in accordance with the directions of the Committee, and shall report to it from time to time. The Committee may invite Members of the Club to its meetings as observers.
6. The Officers, elective members, Internal Auditor (if any) and Auditor(s) (where required by the Act) shall be elected annually at the Annual General Meeting, except for the President, who shall be elected every two years for a four year term, the first and last years of which shall be served as a Vice President. At the conclusion of their third consecutive term of office, elective Committee members will not be eligible for re-election to the same position until one year has elapsed from the date of their retirement. All other Committee members shall be elected for a period of one year and may be re-elected in succeeding years. The Committee shall have the power to fill ad interim, any vacancy occurring during the year. Any Committee member so appointed shall hold office only until the next Annual General Meeting.
7. For the purposes of Rule 6 concerning terms of office for Committee members, “year” means a period commencing immediately after the conclusion of the Annual General Meeting, and ending at the conclusion of the next Annual General Meeting.
8. Any two Members may nominate a member for election as an Officer, elective member of the Committee or Internal Auditor by communicating their intention to the Secretary in writing at least 28 days before the Annual General Meeting, and stating also that the member nominated has signified their willingness to serve if elected. If at such Meeting the number of nominations for office or for elective membership of the Committee does not exceed the number of respective vacancies, the Chairman of the meeting shall declare the nominees duly elected, but if the number of nominees shall exceed the number of vacancies an election by ballot shall take place.
9. If following completion of the nomination and election process described in Rule 8 there remain vacancies for Officers or elective members of the Committee, nominations for such positions may be received from the floor at an Annual General Meeting.

10. None of the Officers or members of the Committee or any Sub-Committee shall be entitled to any remuneration for their service, though they shall be entitled to be reimbursed any out of pocket expenses properly incurred on behalf of the Club.

Section 4 General Meetings

11. The Annual General Meeting shall be held in January each year. A copy of the Club's financial statement, made up to the previous 31st October, together with the agenda of the business to be transacted, shall be posted to each Member not less than 10 clear days before the meeting. No Member shall be entitled to introduce any special business or motion unless he or she has given the Secretary 28 days' notice in advance of the meeting of such special business or motion.
12. An Extraordinary General Meeting may be called either: by the Committee, giving not less than 14 clear days' notice; or by five per cent of the Members as at the preceding 1 January, or the next higher round number, signing a requisition for such a meeting submitting a motion or motions consistent with the Rules of the Club and presenting it to the Secretary, in which event the Secretary shall, within 30 days of receiving the requisition, call the meeting, giving not less than 14 clear days' notice. An Extraordinary General Meeting shall be competent to deal only with the business for which it has been called.
13. At all General Meetings the President or, if not present, a Vice-President or a Past-President shall be Chairman. Five per cent of the total Membership as at the preceding 1st January, or the next higher round number, shall form a quorum.
14. Voting at General Meetings shall be by show of hands or by paper ballot at the direction of the Chairman. Every Member present in person other than those precluded from voting under the Rules or Byelaws shall have one vote.

Section 5 Membership

15. The criteria for membership of the Club, as determined by the Committee and approved at a General Meeting from time to time will be published in the Byelaws, Handbook, on the Club website and in the notes/application form for prospective Members. There shall be 2 classes of Member: Honorary and Ordinary (who, pursuant to Rule 18, may be differentiated).
16. The Committee shall elect Ordinary Members at its sole discretion. Applications for membership will be assessed by the Committee against the criteria in force at the time of the application. The decision of the Committee will be by simple majority of those present, and will be final. The membership criteria may be reviewed from time to time, and amended by a recommendation of the Committee to a General Meeting, and agreed at that meeting.
17. The Committee shall have power to nominate for election, at an Annual General Meeting, suitable persons as Honorary Members. Honorary Members shall have the same privileges as other Members, and may be exempt from paying a subscription. The President and Vice Presidents of the Club shall be Honorary Members during their period of office.
18. All Ordinary Members shall pay an annual subscription. The level of subscriptions shall be as recommended from time to time by the Committee and agreed at a General Meeting. They are due on 1st January each year. The amount of the subscription may vary for different groups of Ordinary Members. A Member shall cease to be a Member on resignation, on termination of membership by the Committee, or on death.
19. A Member whose subscription is six months or more in arrears, shall not be entitled to vote or enjoy any privilege of membership of the Club, including use of its property. If the subscription is in arrears 12 months or more after the date due, the Committee may by resolution terminate such Member's membership of the Club but shall have the power to re-admit upon such terms as it may decide.
20. The Committee may, on giving reasonable written notice, call before it any Member whose conduct it reasonably considers to be detrimental to the interests of the Club. In the event of

a Member being unable to attend such a meeting, the meeting may proceed in the Member's absence. Subject to the Member's right to appeal the Committee's decision at a General Meeting, the Committee shall have power to terminate such Member's membership of the Club. If the conduct at issue is, in the reasonable opinion of the Committee, of a sufficiently serious nature and its occurrence beyond reasonable doubt then the Committee may terminate membership without calling the Member before the Committee. Appeals against termination must be lodged with the Secretary in writing within 30 days of notification. General Meetings convened to hear a Member's appeal must be called as soon as reasonably practicable after receipt by the Secretary of the Member's request to appeal. No person whose membership has been terminated under this rule shall be introduced by any other Member as a guest at any of the Club's properties.

21. The Committee may also temporarily suspend any Member whose conduct it considers to be or have been detrimental to the interests of the Club pending a decision on termination of membership. In extreme circumstances and without reference to the full Committee the President, in consultation with at least two other Officers, may temporarily suspend a Member, such a decision being reviewed at the next available Committee meeting. Any Member whilst suspended shall lose rights to vote and access to Club properties. Any Member suspended has the right of appeal within 30 days against suspension to a panel of three past presidents appointed by the Committee.

Section 6 Finance

22. All Club funds shall be held in accounts in the name of The Rucksack Club Ltd.
23. The Club's income shall be obtained annually from the subscriptions of Members, from investments and securities, from activities arranged by the Club at the Club's properties or elsewhere, from the letting of the Club's properties, from sponsorship and from any other available source and any surplus income or assets will be applied only to furthering the objects of the Club and will at no time be distributed to Members.
24. The Club shall not have power to receive money on deposit from Members or others.
25. A Financial Statement of the Club's affairs shall be made up to 31st October in each year and shall be signed by the Treasurer, and the Internal Auditor (if any). An audit, where required by the Act or where the membership require, shall be carried out by a qualified Auditor and a printed copy of the signed Financial Statement, together with any Auditors' Report thereon, shall be sent to each Member with the notice calling an Annual General Meeting.
26. The provisions of the Act relating to the appointment, powers, rights, remuneration responsibilities and duties of the Auditor(s) (if any) shall be complied with. The Auditor(s) where appointed shall be entitled to attend any General Meeting and to receive all notices of and other communications relating thereto which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business which concerns them as Auditors.
27. The Club may participate in a direct debiting scheme as an originator for the purpose of collecting subscriptions for any class of membership and/or any other amounts due to the Club. In furtherance of such a scheme the Club may enter into an indemnity required by the bank upon whom direct debits are to be originated and such indemnity may be executed on behalf of the Club by the Treasurer or as otherwise determined pursuant to these Rules.

Section 7 Assets

28. There shall be no disposal of any of the Club's assets unless such disposal has been authorised by a resolution carried at an Annual General Meeting or Extraordinary General Meeting of the Club by a majority of at least two-thirds of the Members present and voting. For the purposes of this Rule 'disposal' means any gift, sale, lease, mortgage, charge, exchange, permanent loan or dedication. This Rule shall not apply to the disposal of any asset or

collection of assets having a value not exceeding a sum as agreed at a General Meeting and included in the Byelaws.

29. If the value of the assets proposed for disposal is greater than a sum as agreed at a General Meeting and included in the Byelaws then the number of votes cast must represent at least 50% of the total membership.

Section 8 Policies

30. The Committee shall maintain a Health and Safety Policy. The Committee shall review and, if necessary, amend this policy from time to time. This policy will be publicised in the Handbook, on the website and in the properties.

Section 9 Statutory procedures

Alteration of Rules

31. No alteration to these Rules shall be made except at an Annual General Meeting or an Extraordinary General Meeting and unless supported by not less than three quarters of those present and voting. No motion to alter the Rules shall be accepted unless notice thereof in writing shall have been received by the Secretary at least 28 days before the meeting.
32. Items subject to regular change will be published as Byelaws. Other than Byelaw 6 Disposal of Assets all may be amended by a simple majority vote of those present at a General Meeting. Byelaws will be published in the Handbook and on the Club website.
33. Byelaw 6 is subject to the same alteration criteria as the Rules set out in Rules 28 and 29 where there must be a two-thirds majority on a vote of more than 50% of the membership of the Club.

Registered Office

34. The registered office of the Club shall be at the address of the Secretary: 78 Sorby Way, Wickersley, Rotherham, S66 1DR. Notice of any change in the situation of the registered office shall be given by the Secretary to the Financial Services Authority within fourteen days after the change.

Use of Name of the Club

35. The name shall be kept painted or affixed in a conspicuous position and in letters which are easily legible on the outside of every office or place in which the activities of the Club are carried on.
36. The name shall be stated in legible characters in all business letters of the Club, in all notices, advertisements and other official publications of the Club in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Club and in all bills, invoices, receipts and letters of credit of the Club.
37. Save with the authority of the Committee, the name of the Club shall not at any time be used by any Member in any document or advertisement issued or published by, or on behalf of or with the authority of that Member in such a way as to indicate or imply that such document or advertisement was issued or published by or on behalf of the Club or the Committee.

Register of Members

38. The Club shall keep at its registered office a Register of Members and Officers in which the Secretary shall enter the following particulars:
 - 38.1 The name and address of each Member.
 - 38.2 A statement of the share held by each Member and the amount paid therefor.
 - 38.3 A statement of other property, if any, in the Club held by each Member whether in loans or otherwise.
 - 38.4 The date on which each Member was entered in the Register as a Member and the date on which a member ceased to be a Member.
 - 38.5 The names and addresses of the Officers of the Club with the offices held by them respectively and the date on which they assumed and left office.

38.6 The Register of Members and Officers shall be so constructed that it is possible to open to inspection the particulars entered pursuant to Rules 38.1, 38.4 and 38.5 without also opening to inspection the other particulars entered in the Register.

Inspection of Books

39. All Members and persons having an interest in the funds of the Club shall be allowed to inspect their own accounts and the particulars entered in the Register of Members and Officers other than those entered under Rules 38.2 and 38.3 at all reasonable hours at the registered office of the Club or other agreed location subject to ten working days' notice given at the registered office and such other regulations as to the time and manner of such inspection as may be made from time to time by a resolution passed at a General Meeting.

Annual Return

40. Every year not later than the date provided by the Act or where the return is made up to the date allowed by the Financial Services Authority not later than seven months after such date the Secretary shall send to the Financial Services Authority the annual return in the form prescribed by the Financial Services Authority relating to the affairs of the Club for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Club with the Report of the Auditor(s) where applicable thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Auditor(s) where applicable on that balance sheet. A copy of the latest annual return shall be supplied free of charge on demand to every Member or other person interested in the funds of the Club.

Publication of Accounts

41. The Club shall keep a copy of the last balance sheet for the time being together with the Report made by the Auditor(s) where applicable thereon.

Registration

42. These Rules shall take effect on and from the date of their registration pursuant to and in accordance with the provisions of Section 2 of the Industrial and Provident Societies Act 1965.

Dissolution

43. A duly appointed receiver or manager of the whole or part of the Club's assets may assume such powers of the Committee as they consider necessary to carry out their duties under the instrument of appointment. The Club may be dissolved by the consent of not less than three-quarters of the Members who sign an instrument of dissolution in the directed form or by winding-up in the manner provided by the Act. The Committee of the Club will remain in office in order to settle the affairs of the Club. On the winding up or dissolution of the Club, after discharging all debts and liabilities of the Club, any assets or funds whatsoever remaining must be applied by transfer either:

to a body or bodies whose objects are broadly in line with those of the Club as set in Rule 2;
or where no such body or bodies exist, to another body or bodies established for exclusively charitable purposes with functions the same as or similar to the functions of the Club;
in each case as determined by the Members at a meeting called to decide the issue.

No funds or part of any funds remaining after satisfaction of all debts and liabilities may be distributed to Members of the Club. Notwithstanding anything elsewhere in these Rules, any motion to amend this Rule or to remove it from these Rules will require approval by 75% of the Club's total membership, voting in person.

Share Capital

44. The capital of the Club shall consist of shares of the value of one pound sterling each. No Member may hold more than one share.

45. Each member of the unincorporated organisation known as the Rucksack Club at the date these Rules take effect pursuant to Rule 42, shall be allotted one share and one pound of the subscription then next paid by each Member shall be applied in paying up the same in full. No person who is not a Member shall be issued with a share.

46. Any Member admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and one pound of the first subscription paid by such Member shall be applied in paying up the same in full.
47. In the case of a share allotted to an Honorary Member either upon these Rules taking effect or upon admission to membership thereafter pursuant to Rule 19 such share shall be credited as fully paid by way of a capitalisation of any profits or the reserves of the Club and the Committee shall have power to take all steps necessary to give effect to this Rule.
48. No share shall be held jointly, be withdrawable or be transferable by any Member and no interest, dividend or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Committee so decides, be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.
49. The share of a Member shall be forfeited to the Club when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereupon become the property of the Club.
50. The Club shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

Indemnity

51. Each Officer of the Club and employees from time to time of the Club and each person who was or is from time to time a member of the Committee or any Sub-Committee shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Club, which may lawfully be so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and discharge of duties undertaken on behalf of the Club or in relation thereto, and incurred in good faith in the purported discharge of such duties, including any liability incurred in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted as an Officer or employee or as a member of the Committee or any Sub-Committee as the case may be.

Continuity

52. For the avoidance of doubt every member of the un-incorporated organisation known as the Rucksack Club, who, at the date these Rules take effect pursuant to Rule 42, holds office or position in that organisation, following registration of the Club, such Members shall have the same seniority, dates of appointment, dates of retirement and the like after registration as before registration, subject only to such changes as are necessary by virtue of these Rules. All Honorary and Ordinary Members of the Rucksack Club shall be members of The Rucksack Club Ltd.

Notices

53. Any notice or other communication or document sent by first class post to a Member, Officer or member of the Committee shall be treated as having been received 48 hours after the time when it was posted.

Arbitration

54. Every dispute of the type specified in Section 60 of the Industrial and Provident Societies Act 1965 or any amendment, modification or re-enactment thereof (not being one in respect of which the decision falls to be made in some other way under these Rules) shall be referred to the arbitration of a single arbitrator to be appointed in default of agreement between the parties to the dispute by the President (or failing whom one of the other Officers) for the time being of the British Mountaineering Council.

Interpretation

55. Subject to the provisions of the Act, any difference of opinion as to the interpretation of these Rules or on any matter not provided for herein shall be decided by the Chairman of a General Meeting at such Meeting or by the Committee in every other circumstance, and every such

decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.

Section 10 Schedule of Definitions

“Act” means the Industrial and Provident Societies Acts 1965-1978 and any subsequent Acts governing or otherwise affecting industrial and provident societies.

“Auditor(s)” means the auditor(s) of the Club for the time being should the Club be required by the Act to have an auditor or auditors.

“Club” means The Rucksack Club Ltd.

“Committee” means the committee designated in Rule 6 and “Committee member” or “member of the Committee” means a member of the Committee for the time being and shall include any person co-opted under Rule 5.

“Financial Statement” means a Balance Sheet together with a Statement of Accounts showing Income and Expenditure.

“General Meeting” means a general meeting of members.

“Handbook” means the annual handbook of the Club supplied to Members shortly after each Annual General Meeting.

“Internal Auditor” means the auditor that the Club may appoint from time to time for the purposes of its own financial record keeping

“Secretary” means the Secretary of the Club for the time being.

“Member” means a member of the Club.

“Mountaineering” means mountain, rock and ice climbing, walking, exploration among mountains and activities incidental to these.

“Officers” means the officers designated in Rule 4.

“Rules” means the Rules of the Club for the time being registered with the Financial Services Authority.

Version 01/02/2011

Approved by the Financial Services Authority

Registration as a Mutual Society under the provisions of the Industrial and Provident Societies Act 1965 dated from 4 March 2011.

Registration number: 31191R

Byelaws

1 Officers

The officers of the Club shall be: President, Vice-Presidents (2), Secretary, Treasurer, Members' Secretary, Prospective New Members' Secretary, Minutes Secretary, Website Secretary, Meetstaff Editor, Journal Editor, Hut Wardens, Outdoor Meets Organiser and Indoor Meets Organiser.

2 Membership

2.1 A candidate for membership must be proposed and seconded by members of the Club. His or her full name, address, occupation, age and a statement of the grounds on which he or she founds his or her request for membership shall be sent to the Prospective New Members' Secretary, on an application form provided for the purpose.

2.2 The Committee shall be guided by the following principles when considering applications for membership of the Club.

(a) No applicant may be admitted who is under 18 years of age.

(b) Candidates are expected to show evidence of an active and sustained interest in some of the pursuits of the Club as set forth in Rule 2. Initiative in mountaineering, such as the leading of climbs and exploration will be taken into consideration.

(c) Candidates should have attended three outdoor meets prior to applying for membership. At least one of these should be for a full weekend or longer.

(d) The form of application is to be sent in by the proposer, accompanied by a covering letter stating the extent of his or her acquaintance with the candidate, and giving some first-hand information regarding his or her qualifications and suitability for membership. The member who seconds the application will provide a similar statement.

(e) Candidates should not be proposed or seconded by close relatives or partners.

(f) Members may be elected at the discretion of the Committee solely on scientific, literary or other special qualifications.

2.3 On becoming full members of the Club individuals will automatically become Affiliated Members of the British Mountaineering Council the cost of which is included in their annual membership subscription.

3. Associate Membership

3.1 Those interested in applying for membership of the Club but only partially for the moment meeting the application criteria, or those who enjoy periodic involvement in Club activities as a guest of a member, may, and shall be strongly urged to, become Associate Members of the Club by registering their name, postal and email addresses with the Prospective New Members' Secretary, and on payment of the subscription specified in Section 4 below.

3.2 Because of the implications of child protection legislation for the operation of the Club this provision is restricted to those aged eighteen and over. Associate Membership may be withheld on a recommendation of the Prospective New Members' Secretary to the Committee whose decision is final.

3.3 An Associate Member of the Club shall receive a schedule of the Club's forthcoming activities and shall be entitled to attend Meets in the same manner as members.

3.4 For those Associate Members wishing to progress to full membership the Club will seek to provide a buddy to support that process.

3.5 An Associate Member shall be entered on the Club's next quarterly return to the British Mountaineering Council and shall become an Affiliated Member of the BMC, covered by its civil liability insurance, and able to access the Council's services on the same terms as members. In principle the subscription levied in 3.1 above will be used wholly to defray the cost of this provision, payment for which falls due 1 January every year.

3.6 An Associate Member shall not be entitled to speak or vote at Annual or Extraordinary General Meetings of the Club, own a share in the Club or have access to protected membership data, receive an annual Journal, sit on the Clubs' committees, have right of entry to the Clubs' properties, rent a hut key or introduce a guest to a Club Meet without that Meet Leader's consent.

3.7 The Committee may terminate an individual's Associate Membership when it judges such an action is in the best interests of the Club. Before taking such a decision the Secretary shall advise the individual concerned in writing of the reasons for such a possible step and allow a reasonable period for a reply to which the Committee shall have regard in coming to a decision which shall be final.

4. Subscriptions

4.1 The annual member's subscription from 1st January 2010 is £50. However, the following variations will apply.

4.2 All Honorary Members and all other members aged 90 or over on the 1st January of each year may claim exemption from payment of further subscriptions by giving notice to the Treasurer.

4.3 All members aged 70 to 89 on 1st January of each year may claim a reduction in their subscription by giving notice to the Treasurer.

4.4 All members under the age of 25 on 1st January of each year may claim a reduction in their subscription by giving notice to the Treasurer.

4.5 All members whose permanent residence is outside the United Kingdom may claim a reduction in their subscription by giving notice to the Treasurer.

4.6 The reduced rate subscription from 1st January 2010 is £35.

4.7 The Club's expectation is that subscriptions will be paid by Bankers Order, for which the Treasurer will provide details.

4.8 At the point of registration, and in any subsequent calendar year they remain with that status, Associate Members shall pay a subscription at a level determined from time to time by the Committee. Should they become members that sum will be discounted from the annual full membership subscription at their level due in that calendar year.

5. Use of Club Huts

5.1 The use of any Club hut is restricted to members and temporary members of the Club. The following persons shall be deemed to be temporary members of the Club for the period hereinafter stated.

(a) Persons introduced into the hut as personal guests of members in accordance with the hut regulations of the Club for the time being in force.

(b) Members of mountaineering clubs with which the Club has reciprocal arrangements for the use of club huts who are using the hut in accordance with the conditions of these arrangements.

(c) Members of other mountaineering clubs or associations or other mountaineers who are guests of the Club.

(d) Persons attending a Meet of the Club as a step in qualification for election to membership of the Club.

(e) Members of any suitably supervised group of young people leasing a Club hut for educational purposes.

5.2 A temporary member shall be entitled only to such privileges of membership as are afforded by and are incidental to the use of a Club hut, and shall be subject to the hut regulations of the Club for the time being in force, a copy of which shall be kept in the hut. The Committee shall have the right to refuse temporary membership to any person or groups of persons or to withdraw such membership without giving any reason.

5.3 Temporary membership shall commence upon arrival at the Club hut, and shall continue until midnight on the day of departure.

5.4 No entrance fee or other subscription shall be payable by temporary members but they shall pay such fees as shall from time to time be prescribed by the Committee.

6. Hut Regulations

6.1 Members intending to use any hut should contact the Warden in advance to confirm that there will be vacant bunks, to ascertain that all facilities will be available and any special features of other parties that may be staying. It is essential that clearance be obtained if the party is to include children (see 5.9 below).

6.2 Any party having arrived without having made prior arrangements with the Hut Warden must give way to those who have booked bunks beforehand.

6.3 Members should not introduce personal guests unless prior permission has been received from the Hut Warden, or from the Meet Leader if a meet is being attended.

6.4 Huts are to be used in a way that does not cause disturbance, or give offence, to other occupants.

6.5 In the case of Club Meets the Meet Leader shall be the final arbiter as to the use of the hut, who stays during the meet and the allocation of beds.

6.6 Smoking in the huts is prohibited.

6.7 Radios, televisions, etc are prohibited at all times.

6.8 The standard club hut key, which may be hired from the Secretary for a non-returnable fee of £10, gives access to the three huts.

6.9 If children and/or vulnerable adults are included in the party it is essential that the appropriate hut warden be contacted and clearance obtained. In all cases consideration should be given to the facilities available and the ages of the children or needs of the vulnerable adults. High Moss is the most appropriate and Beudy Mawr the least appropriate to accommodate a family with younger children or vulnerable adults. Whilst children are in a hut or its environs their good behaviour and safety is the sole responsibility of the member who has introduced them, as is the safety of vulnerable adults. It is not appropriate for families to use any hut during a period when a meet is taking place from 5.00 p.m. on the eve of the meet to 9 p.m. on the final day of the meet.

6.10 Dogs and other animals are not allowed in any of the Club Huts. They are permitted within the grounds of the huts, provided they remain under the full control of the owner, and do not cause offence to any other persons present.

6.11 The following overnight fees apply:

	£
Member, Member's spouse/partner	5.00
Member's child under 18	2.50

Member's personal guest	8.00
Associate Member	8.00
Member of a Club (Kindred Club) with reciprocal rights	8.00
Kindred Club Member's personal guest	12.00
BMC Member/Affiliated Member	12.00
Other user	15.00
Other user under 18	4.00

7. Disposal of Assets

7.1 For the purposes of interpretation of Rule 28 the limit for the disposal of any asset or collection of assets for which approval of a General Meeting is not required is £10,000.

7.2 For the purposes of Rule 29 the limit for disposal above which the total number of votes cast is required to be over 50% of the total membership is £150,000.

Version 18.01.2012

Health and Safety Policy: statement issued by the Committee 28 June 2011

The Rucksack Club recognises that climbing, hill walking and mountaineering are activities with a potential danger of personal injury or death. Its members and guests pursuing these activities are aware of and accept these risks and responsibility for their own actions and involvement.

Election to membership of the Rucksack Club is based on the premise that the individual concerned has reached a level of proficiency in mountaineering skills that enables him or her to assess the potential risks of the activity in which they are engaged, and to be self-sufficient in the mountain environment.

Participants in Club activities and the users of Club huts are required to act in a responsible manner conscious both of their own safety and of the impact of their conduct on the safety of others.

The Rucksack Club nevertheless acknowledges it has a duty as an organisation to ensure that as far as reasonably possible all its activities are conducted safely and that, in particular, its three climbing huts are maintained and managed to a high standard complying fully with all regulatory requirements.

The Committee intends to exercise its duty of care towards members and guests of the Club engaged in Club activities or using its huts, and others who may from time to time enter or use those premises whether carrying out work for the Club or for pleasure in the following manner:

- It will alert those becoming members of the Club of its expectations of the membership and their guests.
- It will establish a routine, normally annual, review of potential hazards in its properties, and take any required remedial action to address reported problems.
- It will ensure that all users of its properties are informed of their proper use and of the course of action should they face an emergency.
- It will require that all accidents in the course of its activities and in its properties are properly logged, reported and investigated, any lessons learned then being applied.
- It will issue guidelines on any aspect of its health and safety responsibilities where this is felt to be necessary or helpful.
- It will invite a Club member to take the lead in monitoring the application of these measures and draw the attention of the Committee to any perceived defects in their application.
- It will review annually the effectiveness of the above measures in addressing its duty of care.

Version 25.09.2011