



Constitution of the XXL Hillwalking Club

1.0 Name

- 1.1 The Club shall be called the "XXL Hillwalking Club." hereinafter referred to as "the Club".

2.0 Objectives

- 2.1 The Objectives of the Club shall be:-
 - 2.1.1 To promote amongst its Members a love and respect for the hills, mountains and wild places.
 - 2.1.2 To provide its Members with opportunities to acquire and share knowledge of all aspects of hill craft and mountaineering.
 - 2.1.3 To promote a safe and environmentally responsible attitude to recreation in the mountain environment.
 - 2.1.4 To promote and support the protection of the mountain environment.
 - 2.1.5 To promote and support the safety of people in wild places.
 - 2.1.6 To act so far as possible without recourse to Members for additional funding of the Club beyond Membership fees and event participation fees.

3.0 Membership

3.1 Eligibility, Admission and Expulsion

- 3.1.1 Membership of the Club shall be open to all persons - subject to the approval of the Committee.
- 3.1.2 Applications for membership by a person new to the Club may be considered at the next Committee meeting following application. A prospective member not approved by the Committee for membership shall be informed by the Chairman within 7 days of the decision. Any fees paid by the prospective member in prospect of Membership or of participation in Club events that have not yet been run shall be refunded to them. The Chairman shall inform the Treasurer, the

Membership and the Bookings Secretaries if these Committee Members were not party to the decision.

- 3.1.3 The Committee may terminate the membership of a Member where it considers that continued membership of that Member may be incompatible with the Objectives of the Club. A person whose membership is terminated by the Committee shall be informed by the Chairman within 7 days of the Committee meeting (which shall be the last day of the person's membership). Any fees paid by that person to the Club shall be forfeit to the Club. The Chairman shall inform the Membership and the Bookings Secretaries if these Committee Members were not party to the decision.
- 3.2 All Members joining the Club shall be deemed to accept the terms of this Constitution and any Rules published by the Club. In the event of any conflict between this Constitution and any Rule published by the Club, this Constitution shall prevail.
- 3.3 There shall be three grades of membership of the Club - Full Membership, Six-Month Membership and Junior Membership.
- 3.4 Membership Term
 - 3.4.1 Full Membership will run from 1st March to 28th / 29th February regardless of when the membership fee is paid. Full Membership is open to persons over 18 years of age. Full Membership includes for affiliation to the Mountaineering Council of Scotland (MCoS). Full Members shall have the right to vote at General Meetings of the Club.
 - 3.4.2 Six-Month Membership will run from 1st September to 28th / 29th February regardless of when the membership fee is paid. Six Month Membership is open to persons over 18 years of age. Six Month Membership includes for affiliation to the Mountaineering Council of Scotland (MCoS). Six Month Members shall not have the right to vote at General Meetings of the Club.
 - 3.4.3 Junior Membership will run from 1st March to 28th / 29th February regardless of when the membership fee is paid. Junior Membership is open to any child / ward (under 18 years of age) of a Full Member and will enable them to reserve a bed for that child / ward on weekend meets. Junior Membership includes for affiliation to the MCoS. Junior Members shall not have the right to vote at General Meetings of the Club.
- 3.5 Children (under 18 years of age) will only be accepted on weekend meets and day walks if accompanied by a parent or guardian or a responsible adult Member with the consent of the child's parent/custodian.

- 3.6 See section 9 for the obligations that must be accepted by an adult participant (18 or over) in Club activities, related activities or activities ancillary to Club activities, and that must be accepted on behalf of a junior participant (under 18) in Club activities, related activities or activities ancillary to Club activities by the parent / custodian of the junior participant.
- 3.7 Only Members of the Club are entitled to avail themselves of the facilities /equipment afforded by the Club. Members of the Club do so at their own risk, unless they are a Junior Member, in which case their parent or custodian accepts any risk that the Junior Member is exposed to by virtue of use of or access to Club facilities / equipment.
- 3.8 Members may invite a Guest (or Guests) on a Daywalk or Weekend meet when the meet is not fully subscribed by Members. The Bookings Secretary or the Weekend Coordinator shall notify Members (usually 2 weeks prior to the meet) when bookings can be accepted for Guests. For insurance reasons no Guest shall be permitted to attend more than two meets without becoming a Member of the Club.
- 3.9 The Membership Secretary shall promptly register each Member with the Mountaineering Council of Scotland or a similar or successor body and timeously pay that body the required premium such that each Member benefits from Club Member Mountain Activities Civil and Public Liability Insurance on similar terms for similar cover to that of Members of Clubs affiliated to the Mountaineering Council of Scotland from time to time. If in the opinion of the Committee the terms of such insurance materially change, the Chairman shall refer the matter to an Extraordinary Meeting pursuant to Clause 8.6 forthwith.

4.0 Subscriptions

- 4.1 Full Membership subscriptions shall fall due on 1st March of each year.
- 4.2 The Membership Secretary shall be responsible for the collection of subscriptions.
- 4.3 It is a condition of membership (and for Club Member Mountain Activities Civil and Public Liability Insurance) that the subscription and any modification to the subscription pursuant to section 4.5 is paid promptly and in full.
- 4.4 A membership card shall be given to Members on receipt of the membership fee.
- 4.5 The subscription rates will be proposed by the Committee and approved or modified by motion put to Full Members and voted for by the Annual General Meeting. Should the Committee decide that subscription rates need in their opinion to be modified before the next AGM it shall call an EGM for decision by the Full Members attending the EGM that is binding on all Members. Any supplemental subscriptions shall fall due two weeks after the date of such EGM.

5.0 Financial Accounting

- 5.1 The funds of the Club shall be applied in the interests of the Club and in furtherance of its Objectives as determined by the Committee.
- 5.2 The Club shall operate as a non-profit making organisation.
- 5.3 Club Funds:
 - 5.3.1 The Club Committee shall seek to balance income and expenditure in any financial year so as not to accrue significant surplus funds over and above the level deemed necessary by the Committee for the routine administration of Club events, nor to significantly deplete a prudent level of funds as determined from time to time by the Committee.
 - 5.3.2 A Club Shortfall shall exist should the Committee anticipate that Members are likely to be billed for shares of net debts falling due for payment by the Club in excess of Club funds, or should the Club be presented with a claim or action for damages in excess of Club funds.
 - 5.3.3 The Committee may plan actions and activities designed to increase Club funds to reduce or eliminate such Club Shortfall. Subject to approval by a General Meeting the Committee shall be empowered to take such actions and to organize such events.
 - 5.3.4 The Committee may propose that the Club take professional advice concerning, challenge any claim or defend any action that might give rise to a Club Shortfall. Subject to approval by a General Meeting the Committee shall be empowered to take such actions, however any Member dissenting may resign their membership at the General Meeting to limit further personal liability.
- 5.4 Subject to section 5.5, every Member of the Club (save for Junior Members) shall be severally liable with the other Members for all or any costs, claims, damages or other liabilities incurred or sustained by the Club during the period of their membership, either by the Club or by any Member(s) (including any Committee or Sub-committee) acting in the due and proper performance of the duties undertaken by them in connection with the affairs of the Club or otherwise acting within the authority (actual, ostensible or apparent) granted to them under the constitution of the Club or by the Members or any duly authorised group of Members of the Club.
- 5.5 Without prejudice to the provision in section 5.4 any liability incurred or sustained for the purposes of that clause shall be settled firstly out of the proceeds of any insurance cover taken out by the Club or any Member(s) of the Club covering such liability ('the insurance cover') and secondly out of the proceeds of any funds held and available for Club purposes from time to time ('the Club Funds'). The Members of the Club shall be responsible for settling any residual liability in terms of clause 5.4 only once the insurance cover and Club funds have been exhausted for this purpose.

- 5.6 The Treasurer shall be responsible for maintaining records concerning the financial affairs of the Club.
- 5.7 The Treasurer shall be responsible for payment of all invoices to the Club and the repayment to Members of all expenses approved by the Committee for Club business from Club funds.
- 5.8 The Treasurer shall present a Financial Report and Balance Sheet at the Annual General Meeting and will account for any income and expenditure made on behalf of the Club.
- 5.9 The Treasurer shall be responsible for the payment of the membership subscriptions to the Mountaineering Council of Scotland.
- 5.10 All funds shall be placed in the Club's bank account except for a small float that the Treasurer shall retain for immediate needs.
- 5.11 Money can only be withdrawn from the bank on the signatures of two (2) Committee Members. The approved signatory list shall comprise the Treasurer and the Chairman plus two other named Committee Members

6 Property

- 6.1 The Club may acquire and hold equipment to be used for the benefit of its Members and in furtherance of the Objectives of the Club.
- 6.2 Arrangements for the storage, advertising, use and maintenance of the equipment shall be the responsibility of the Committee.
- 6.3 Any item deemed to be unsafe for use shall be condemned by the Committee for disposal in a responsible manner.
- 6.4 Members agree to make good any damage to Club property sustained while it is in their custody, whether caused by themselves or any other agent, or to replace any damaged or lost property with equivalent new property as a condition of hiring that equipment.
- 6.5 In the event of dissolution of the Club the standing committee shall seek to sell all equipment owned by the Club and disburse the proceeds as per Clause 11.2.

7 The Committee

7.1 The business of the Club:

7.1.1. The business of the Club shall be managed by a Committee, which shall be elected annually by Full Members at the AGM. If the Club is unable to form a new Committee the provisions of Section 11(Dissolution of the Club) shall apply.

7.1.2 The Committee shall manage the delivery of hillwalking events for all Members (and subject to the terms herein Guests) and of social events for all Members and their family members and companions throughout their term of office in line with the programme and bookings made for Club events by the previous Committee.

7.1.3 The Committee shall make such changes as it deems prudent to current year's programme and events. The Chairman shall inform all Members of such changes.

7.1.4 The Committee shall plan and make bookings for a programme of events for the next calendar year for communication to Members by the Chairman by the end of November each year.

7.2 The Committee shall consist of the Officers of the Club plus at least two other Committee Members. All Committee Members shall be honorary.

7.3 The Officers of the Club shall consist of the Chairman, the Treasurer, and the Membership Secretary.

7.4 If the post of any Officer or other Committee Member should fall vacant after election at the AGM then the Committee shall have the power to fill the vacancy.

7.5 All Committee Members shall be Full Members of the Club.

7.6 Committee meetings shall be called by the Chairman and held at intervals not exceeding 3 months.

7.7 Minutes of all meetings shall be recorded by the Chairman or by a nominated Committee Member.

7.8 A quorum for Committee meetings shall be one officer and at least two other Committee Members.

7.9 Subject to section 7.4 and section 11.1, all Committee Members shall stand for a period of 12 months and shall stand down at the AGM.. All previous Committee Members (that have not been subject to termination of membership pursuant to Section 3.1.3) shall be eligible for re-election.

- 7.10 The Chairman shall have the authority to call a Committee Meeting at any time. Any three other Committee Members may call a Committee Meeting by submitting a request in writing to the Chairman.
- 7.11 The Chairman shall give Committee Members at least 7 days' notice of any Committee Meeting.
- 7.12 Committee decisions:
- 7.12.1 The Committee may take decisions at Committee Meetings on matters including (without limitation):
- Present and future Club programmes and events
 - Payments of deposits and fees (eg room hire) for future Club events
 - Club equipment purchase and disposal
 - Club advertising
 - Club donations
 - Event participation fees
 - The wording of propositions to put to General Meetings in the name of the Committee
 - Responses to external bodies that seek an opinion from the Club (eg outdoors consultations, and/or the MCoS)
 - Matters related to the approval of prospective Members, or the revocation of membership of a current Member pursuant to section 3.1.3.
- 7.12.2 Decisions at Committee meetings shall be by simple majority vote if there is not general consensus on a point. The Chairman shall have a casting vote to support or deny a proposition in the event of a tied vote of Committee Members present.

8 General Meetings

- 8.1 The Annual General Meeting shall be held during February each year.
- 8.2 The business of the AGM shall include, but not be limited to, the following:
- Approval of the minutes of the previous year's AGM
 - Report on the events of the previous 12 month period.
 - A financial statement shall be presented and approved
 - Officers (Chairman, Treasurer, Membership Secretary) and Committee Members shall be elected.
 - Consider changes to the Constitution.
 - Determine fees payable by Members for the ensuing 12 month period.
- 8.3 A quorum for all General Meetings shall be at least 50% of the Committee, plus not less than 15% of the Full Members who are not on the Committee.
- 8.4 Nominations for election to the Committee shall be considered prior to, or during, the Annual General Meeting.
- 8.5 All Members shall be given at least 14 days' notice of the date of the AGM by the Chairman.

- 8.6 An Extraordinary General Meeting may be called at any time by the Chairman, or by a written request to the Chairman of 20% of the Full Members, or by written request of 50% of the Committee. Seven days' notice of such a meeting shall be given to the Members by the Chairman.
- 8.7 Only Full Members shall be entitled to vote at Annual or Extraordinary General Meetings. Decisions of a General Meeting shall be by simple majority vote of Full Members present and proxy votes of Full Members received in advance of the General Meeting by the Chairman.

9 Responsibilities and Acceptance of Risk

- 9.1 Each adult (18 or over) Member and each adult Guest shall accept that Club activities, related and ancillary activities can be dangerous and can carry risks of personal injury, risk of damage to or loss of personal property, and risk of death. Such adult shall accept responsibility for any of these outcomes to themselves or their property sustained during Club activities, related and ancillary activities and shall indemnify the Club from any claim related to these outcomes.
- 9.2 Each adult Member and each adult Guest is responsible for making their own decisions regarding their personal safety and is responsible for the consequences and any liability resulting from their own actions and omissions with regard to personal safety, and is also personally responsible for making a judgement about whether or not to walk/climb/take part in related or ancillary activities with another individual or individuals.
- 9.3 The parent / custodian of a Junior Member shall be aware of and accept the responsibilities and obligations of Section 9 on behalf of that Junior Member.
- 9.4 The parent / custodian of a junior (under 18) Guest shall be aware of and accept the responsibilities and obligations of Section 9 on behalf of that Junior Member.

10.0 Data Protection

- 10.1 Member's details shall only be stored, in electronic and / or paper format, for the purpose of the administration of the Club.
- 10.2 In general email correspondence to the wider membership of the Club shall seek to avoid disclosing Member's contact details (including email addresses) wherever possible.
- 10.3 The Club website shall not disclose any Member's personal contact details without the consent of that Member.

11.0 Dissolution of the Club

- 11.1 In the event that the Club is unable to form a new Committee, or following an affirmative vote to dissolve the Club at a General Meeting the outgoing Committee shall seek to wind up the business of the Club.
- 11.2 After settlement of all outstanding liabilities any surplus funds will be distributed to a charity or charities supporting the Objectives of the Club as determined by a vote of the General Meeting.
- 11.3 Any expenses reasonably incurred in winding up the Club's affairs shall be chargeable by the Committee against Club assets before charitable disbursement.

12.0 Amendment to the Constitution

- 12.1 Changes or additions to the constitution may only be made at the Annual General Meeting or at an Extraordinary General Meeting.
- 12.2 Approval of such changes shall be by majority vote of the Full Members voting at the meeting.
- 12.3 Proposals for such changes or additions shall be advised to Members in writing at least seven days before the meeting.