

Bylaw 1

Membership of the Association

Adopted by the Committee pursuant to Article 18 on: 7 April 2018

1. Definitions

1.1 All definitions used in this Bylaw shall have the meanings set out in the Association's Articles of Association (the "**Articles**"), except as defined below:

- (A) "the Catchment Area" means the area allocated to a Local Group which is authorised to represent the Association and determined in accordance with this Bylaw;
- (B) "GMC" means the members for the time being of a Local Group's Management Committee duly constituted and whose successors shall be duly elected pursuant to the constitution of the Local Group, and shall be deemed to include any committee authorised to transact the business of the Local Group;
- (C) "Local Group" means an autonomous group consisting of six or more Members of the Association established in accordance with conditions to be approved from time to time by the Executive Committee. Such Groups shall be responsible for carrying out the objects and administering the business of the Association in their prescribed Catchment Areas.

2. Categories of Membership

The following categories of membership shall exist and are open to any individual or any appropriate entity, group or organisation considered by the Committee to otherwise qualify pursuant to the following membership descriptions:

- Individual Members shall mean Members of the Association in their own singular right living in the UK, Channel Islands or Isle of Man;
- International Members shall mean individual Members of the Association living outside of the UK, Channel Islands or Isle of Man.
- Family Members shall mean a family unit of up to two adults and all children under the age of 18 on the 1st January of the year of membership residing at the same address. A Family Member shall be admitted as a Member of the Association through the person of its nominated representative from time to time;
- Affiliate Members shall mean (but without limitation) such groups as schools, service units, unincorporated associations, corporate bodies or any other legal entities whose members may not be Members of the Association but who wish to associate with the Association and shall thereby be entitled to advertise Long Distance Walking events organised by them in Strider (subject always to the provisions set out herein) and to display the Association's logo on their letterhead. An Affiliate Member which is unincorporated shall be admitted as a Member of the Association through the person of its nominated representative from time to time;
- Honorary Members shall mean Members or other individuals who have performed an outstanding service, or who have made an outstanding contribution, to the development of Long Distance Walking or the Association generally and have been awarded a Lifetime Membership by the Association, as

may be decided by a majority resolution of the Members in a general meeting of the Association following nomination by the Committee;

3. Local Groups

3.1 Local Groups of the Association may be established by the Committee from time to time. A Local Group shall consist of six or more Members of the Association, who wish to associate together to administer and fulfil the aims and objects of the Association within a Catchment Area to be allocated to them, in accordance with the conditions set out herein.

3.2 With the exception of an Honorary Member, no person is capable of being a member of a Local Group unless they are also a fully paid Member of the Association.

3.3 The Local Group, although autonomous in respect of its day to day management, shall at all times be a branch of the Association whose rules will reflect and be consistent with the Articles and any Bylaws made under them (including this Bylaw), and whose objects are to further the aims of the Association. Each Local Group shall adopt a constitution that provides that any property held by the Local Group shall pass to the Association in the event that the Local Group shall cease to operate.

3.4 The constitution of each Local Group must be approved by the Committee prior to the Local Group's establishment, and any proposed changes to the objects or dissolution clauses or any other material changes to the constitution must also be approved by the Committee in advance.

3.5 Local Groups shall be entitled to:

- a copy of the Guidelines;
- on request and without charge a copy of the Annual Report and Accounts of the Association;
- advertise Long Distance Walking events organised, administered and controlled by the Local Group pursuant to the terms of the Guidelines and insurance policy of the Association from time to time;
- a copy of, and shall be afforded the protection and cover of, the Association insurance policy in force from time to time.

3.6 The following shall apply to the establishment and administration of Local Groups:

(i) The business of the Local Groups shall be carried on in accordance with the objects of the Association.

(ii) Members of the Association who wish to form a Local Group shall submit an application to establish such a Group which shall contain the following details:

- the proposed Catchment Area for the particular Group; and
- its own constitution which shall conform with the provisions of the Bylaws (including this Bylaw) and the spirit and terms of any model constitution for Local Groups which may be published by the Association from time to time and/or set out in the Bylaws; and
- names and contact details of the members of the GMC.

(iii) The number, names and contact details of their members (all such members must also be Members of the Association).

- (iv) Upon receipt of an application to establish a Local Group, the Committee shall use their best endeavours to make a decision within 60 days of receipt of the application as to the adequacy of the Local Group's constitution and the information supplied. Failure of the Committee to make a decision within 60 days shall neither invalidate the application nor shall it constitute acceptance of the application. The Committee shall keep the Local Group informed as to the progress of the decision.
- (v) The Committee shall allocate a particular Catchment Area to a Local Group within 60 days of receipt of the application, and if practical will seek to:
- minimise any discrepancy between a Local Group's existing assumed, historical or traditional area as defined in the Local Group's existing constitution and the new Catchment Area as defined by post codes; and
 - consult with affected Local Groups about the definition of their respective Catchment Areas.

The decision of the Committee shall be final.

The allocation of Members shall be made by the Membership Secretary with reference to the Catchment Area designated to a particular group, provided always that any Member may, upon request, transfer their membership to any Local Group of their choice.

- (vi) The administration of the Local Group shall be carried out by the GMC subject always to the provisions of the Articles, the Guidelines and the conditions set out herein and any other Bylaws in force from time to time.
- (vii) Local Groups shall undertake to conform to the Articles, the Bylaws (including this Bylaw) and policy and decisions of the Association as laid down by the Committee from time to time, but they shall be autonomous with respect to finance and activities, subject always to the Articles, the Guidelines, the Bylaws and any model constitution which may be published by the Association from time to time and/or set out in the Bylaws. Without prejudice to the generality of the foregoing a Local Group shall ensure that any events they organise or hold do not contravene the Guidelines and shall comply with the terms and conditions of all the Association's relevant insurance policies, of which they have notice.
- (viii) Local Groups shall only make public statements in relation to those issues directly concerning their Catchment Area; any other statements must be referred to the Committee for consideration and authorisation to publish in advance of publication.
- (ix) Local Groups shall keep the Association informed generally of their activities and progress and, in any event, shall forward to the Treasurer of the Association no later than 45 days after the annual general meeting of the Local Group in each year, copies of their annual report, accounts for the preceding financial year, details of their members and the members of their GMC.
- (x) Local Groups who wish to be represented at a general meeting as a Local Group shall each appoint one delegate from their body who shall have the right to speak. Local Groups shall have no voting rights.

4. Subscriptions

- 4.1** Each Member shall pay annually to the Association a subscription to be determined annually by the Committee. Any changes will be made in consultation with Members.
- 4.2** Subscriptions shall become due on January 1st and cover the year to 31st December following, but subscriptions of Members joining the Association for the first time paid after 30th (thirtieth) September in any year shall acquire the appropriate rights of membership up to the end of the following year.

5. Conditions of Membership

- 5.1** Any person or any entity, group or organisation desiring to subscribe for membership to the Association shall:
- (i) Forward to the Membership Secretary of the Association the appropriate completed application for membership, which shall be in such terms as the Committee shall require from time to time and as may be set out in other Bylaws; and
 - (ii) Forward one year's subscription and such further information as shall be requested from time to time by the Committee; and
 - (iii) Agree to support the aims and objects of the Association and to abide by the terms and conditions of membership as set out in the Articles and the Bylaws for the time being in force.

All disputes concerning the status of any person or any entity, group or organisation subscribing or wishing to subscribe to the Association for membership shall be referred to the Committee whose decision shall be final. The Committee shall have the right to decline the membership of the Association to any person, entity, group or organisation without assigning any reason.

- 5.2** All Members who are event organisers shall undertake to agree to keep the Association up to date and provide details of adequate insurance for the Long Distance Walking events that they intend to advertise in Strider, together with sufficient details of the organisation of the event to satisfy the Committee that the Association's Guidelines have been applied and safety precautions are in place. No event shall be advertised in Strider or sanctioned or otherwise approved by the Committee unless the event organisers shall provide evidence to the Association that the Guidelines have been adopted and followed.

6. Rights of Members

- 6.1** Each Member shall be entitled to:
- receive a membership card setting out their category of membership together with a membership number;
 - once in any year be sent on request and without charge a copy of the Annual Report and Accounts of the Association;
 - be under the protection and cover of the Association insurance policy from time to time in force;
 - receive a copy of each issue of Strider;
 - be entitled to membership of any Local Group of their choice.
- 6.2** Each International Member shall be entitled to:
- once in any year be sent on request and without charge a copy of

the Annual Report and Accounts of the Association;

- be under the protection and cover of the Association insurance policy from time to time in force;
- receive a copy of each issue of Strider in electronic form and a hard copy of Strider posted to them if they have selected the higher subscription rate;
- be entitled to membership of any Local Group of their choice.

6.3 Affiliate Members shall be entitled to:

- a copy of the Guidelines;
- receive three copies of each issue of Strider;
- advertise Long Distance Walking events organised, administered and controlled pursuant to the terms of the Guidelines and shall ensure that they arrange adequate insurance protection for the event advertised.

6.4 All Members shall be entitled to attend and speak and vote at general meetings and shall have the number of votes on business at general meetings (whether the vote is conducted by a show of hands or poll) and on Members' decisions made outside of meetings (whether made by written resolution or ballot) as detailed below:

- (i) An Individual Member shall be entitled to one vote.
- (ii) An International Member shall be entitled to one vote.
- (iii) Each Family Member shall be entitled to a maximum of two votes. No individual member within the family unit will be permitted to cast more than one vote.
- (iv) Each Affiliate Member shall be entitled to one vote. Each Affiliate Member shall appoint (and may from time to time replace) a nominee to attend general meetings of the Association and shall be deemed present through its nominee. Such nominee shall have the right to speak and cast one vote on behalf of the Affiliate Member appointing him or her. If the nominee is also a Member in another capacity, then that Member will also be entitled to vote in that capacity.
- (v) An Honorary Member shall have the same rights as an Individual Member.

7. Retirement and Discipline of Members

7.1 Any Member of the Association desiring to resign his, her or its membership shall signify such desire in writing to the Membership Secretary of the Association, the Member's name shall then be removed from the membership register which shall signify the immediate cessation of membership of the Association. The Member shall not be entitled to any rebate of his, her or its subscription upon resignation.

7.2 Any person whose annual subscription is unpaid by the 1st March of each year shall cease to be a Member of the Association and shall forfeit all rights in and claims upon the Association unless the Committee suspend the operation of this provision as regards any particular Member on such terms as it at its discretion may determine.

7.3 The Association shall be entitled to suspend or expel any Member whose conduct in the opinion of the Committee (or any of its sub-committees convened to decide the matter) has proved, or is likely to prove, prejudicial to the good standing of the Association or to the attainment of its objects, or who has broken any rule/s of the Association (whether set out in the Articles, the Bylaws or otherwise), or whose

conduct has brought the Association into disrepute. In addition, should any loss, injury, death or damage occur as a result of a Member's wilful negligence, then the Member shall indemnify the Association or any Local Group which has suffered loss as a result of the wilful negligence of that Member.

8. Grievance Procedure and Guidelines

- 8.1** When a Member wishes to lodge a grievance or raise a dispute within a Local Group or within the Association nationally, the following procedure should be followed.
- 8.2** A grievance may be heard either within the Local Group structure or at national level. If the Member does not belong to a Local Group, if there is no relevant group, if the grievance is considered outside the scope of a Local Group, or the matter is felt inappropriate for consideration at Local Group level, a grievance may be lodged with the Committee. What follows is written in terms of a grievance at national level. The alternative phrases in square brackets [] are to be read for the Local Group case.
- 8.3** An Applicant should write to the General Secretary of the Association [the Chair/Secretary of the Local Group concerned] requesting that the grievance be heard. The Applicant must give full details of the grievance, including their full name and address, the date of the request, clear identification of other parties, the nature of the grievance, the name and address of any witnesses, and any documentary evidence. If the application is defective, the Applicant will be notified in writing and have 7 days in which to remedy the defect. If the grievance is at Local Group level, the Local Group should inform the General Secretary of the Association that an application has been lodged so that the procedure can be monitored.
- 8.4** The General Secretary of the Association shall inform the Committee [The Chair of the Local Group shall inform the Local Group Management Committee (GMC)] and may seek information from any other parties to the grievance.
- 8.5** If the General Secretary [GMC] decides that the grievance does not merit further investigation, the matter may be dismissed, and such a decision shall be final. The grievance should be kept on file in case of any further allegations of a similar nature. All parties to the grievance should be informed of such a decision.
- 8.6** If the General Secretary [GMC] decides that a grievance merits further consideration, and that it cannot be resolved by mutual agreement of the parties involved, the Committee [GMC] shall convene a Ruling Panel. The Ruling Panel shall consist of either 2 or 3 independent members of the Association. No member of the Committee [the GMC or of the Committee] may sit on the Ruling Panel. Those on the Panel should possess the necessary experience and expertise on the issues involved, and have some knowledge of, or have access to people with some knowledge of, natural justice.
- 8.7** The Ruling Panel shall notify the Applicant and any person(s) against whom a grievance is made (the "**Respondent(s)**"), at the address on the Association mailing list. The Respondent(s) has 21 days in which to submit a written response to the Chair of the Ruling Panel, to include their full name and address and a statement in reply to the application. If the response is defective, the Respondent(s) will be notified in writing and have 7 days in which to remedy the defect.
- 8.8** The Ruling Panel shall determine the form, procedure and date of any hearing, and shall notify the parties involved in the grievance. They may consult with interested

parties to determine the best way to proceed. Any hearing shall take place in private and may be adjourned if necessary. There need not be a hearing if the Ruling Panel believes the matter can be resolved in a fair manner without a hearing. The Ruling Panel have complete discretion to recover the costs incurred in setting up the hearing. For example, they might require a deposit from the Applicant which would be returned if the application was successful. (This is to discourage vexatious and frivolous applications.)

- 8.9** The Ruling Panel will hear the evidence presented. The Applicant and any Respondents have the right to make representations to the Ruling Panel. The Ruling Panel may seek information and advice as they feel appropriate.
- 8.10** The Ruling Panel will reach a Decision based on the evidence presented. The Panel will exercise any discretion in accordance with the principles of natural justice, proportionality and rationality. The Decision and any recommendations, with a summary of the reasoning behind the Decision, shall be conveyed in writing to the Applicant, the Respondent(s) and the Committee [the GMC and the Committee].
- 8.11** The Committee [GMC] shall consider the Decision and recommendations and take appropriate action. The General Secretary [Chair of the Local Group] shall inform all parties involved in the grievance of such actions.
- 8.12** The Applicant and Respondent(s) may appeal any Decision of the Ruling Panel within 45 days of being notified of the Decision. The appeal must be in writing to the General Secretary of the Association [Chair/Secretary of the Local Group]. The appeal must include a statement of the grounds for appeal.
- 8.13** On receipt of a valid appeal the Committee [GMC] will convene an Appeals Panel. The Appeals Panel shall consist of either 2 or 3 independent members of the Association. No member of the Committee [the Local Group GMC or of the Committee] or of the Ruling Panel that made the original Decision may sit on the Appeals Panel.
- 8.14** The Appeals Panel shall receive representations based on the reasons for appeal. They shall proceed in the manner set out for the Ruling Panel in paras. 8.7 – 8.10 above. The decision of the Appeals Panel shall be final.
- 8.15** All notifications relating to the proceedings shall be in writing, and copies of letters should be kept. A copy of the Decision should be sent to the General Secretary of the Association to enable the Association to maintain a precedent bank of decisions.
- 8.16** Those involved in a grievance procedure are reminded of the obligations of *sub judice* and confidentiality. Disclosure of any grievance or allegation shall be limited to the extent necessary to carry out a thorough, fair and impartial investigation and to ensure that any procedure complies with the principles of natural justice.

Bylaw 2

Titles and Mechanism for Election of Committee Members

Adopted by the Committee pursuant to Article 18 on: 7 April 2018

Titles of Committee Members

All defined terms in this Bylaw shall have the respective meanings set out in the Association's Articles of Association.

The titles of the Committee Members of the Association other than the Chair, Treasurer and General Secretary shall for the time being be as follows:

- Membership Secretary
- IT and Internet Officer
- Strider Editor
- Local Groups Secretary
- Challenge Events Secretary
- 100s Coordinator
- Publicity officer
- Long Distance Paths (LDP) Officer
- Environment, Risk and Data Protection Officer

Election of Officers

Elections of Committee Members shall be conducted as follows:

1. The August issue of Strider shall contain a notice inviting nominations for all relevant Officer posts coming vacant at the next AGM.
2. At the same time a similar notice shall be placed prominently on the Association website, and sent by email to those who have registered their email address. The notice shall state that nomination forms are available from the General Secretary or on the Association website, and will give details of how to contact the General Secretary and the relevant location of the information on the web site. Additionally, information will be given on how to obtain the job descriptions for all the positions and who to contact for further information on what the positions involve. The notice should also include an indication of the posts where the existing Committee members are not proposing to stand for re-election.

3. Completed nomination forms must be received by the General Secretary by the due date, which shall be at least 16 weeks before the AGM. The forms must be signed by the candidate and their proposer and seconder who must all be members of the Association, and may include a personal statement or election address of not more than 100 words.
4. In the event of there being more than one candidate for any of the Officer posts, all the candidates will be contacted and informed that an election will be necessary. Candidates who do not wish to be part of an election may then withdraw if they wish. If the candidates do not withdraw, an election shall be held, as detailed in paras. 5 -12 below.
5. The election shall be conducted by ballot in advance of the AGM. Voting papers, listing the candidates, their proposers and seconders, and their election statements for both contested and uncontested positions, shall be circulated to all members at least 28 days prior to the AGM. (Circulation with December Strider is desirable and should be feasible.) Members who have indicated their willingness to receive notices by email may be sent voting papers by email.
6. In addition to the papers listed in para. 3 above, candidates for contested elections will be allowed to provide an extended election address not exceeding A5 in size. Both sides may be used and may include a small photograph. This will be dispatched with the voting papers outlined above.
7. Three independent Tellers, who shall not be current Committee members nor nominees for any Committee position or their proposers or seconders, nor related to any of the candidates, shall be appointed by the Committee to oversee the election. One of the Tellers shall be designated to receive votes. If any of the candidates feels that one or more of the Tellers should not be appointed he/she should inform the General Secretary in writing of the reasons for their concern and the Committee will consider their request.
8. Members may vote by sending their completed voting papers by post to the designated Teller. The Association may also set up a secure website or other secure electronic medium to receive votes electronically. Such a website or medium shall be readable only by the Tellers. To be valid votes must be received at least 14 days before the AGM. An Individual, International, Honorary or Affiliate member has one vote and a Family Member has up to two votes.
9. Following the closing date for receipt of votes, the Tellers shall count the votes, ensuring their validity, in particular that those voting are members of the Association and that no electronic votes duplicate paper votes.
10. Prior to the AGM the Tellers shall inform the Chair (or Committee appointed deputy Chair if the Chair is a candidate for a contested position) of the name or names of the successful candidates. At the appropriate point of the AGM the Chair will announce the names of those elected and the numbers of votes cast for each candidate.
11. If, for any post, two or more candidates have obtained an equal number of votes, then a further election shall be held at the relevant meeting by poll to elect one of

the two candidates with equal votes. The chair of the meeting shall have a casting vote in the event that the votes at the further election are equal.

12. Nominees and their supporters may not use the Association address list or email address list for the purposes of mass canvassing.
13. The Association may set up a Forum on the Association website, on which Committee nominees (whether or not for positions that are contested) may post election statements. Members of the Association may post questions or comments, addressed to candidates singularly or severally, on matters relevant to the election, which candidates may, at their discretion, reply to.

Bylaw 3

Transitional Arrangements

Adopted by the Committee pursuant to Article 18 on: 7 April 2018

All defined terms in this Bylaw shall have the respective meanings set out in the Association's Articles of Association.

1. The Committee elections for the Association's Annual General Meeting 2018 were held and conducted in accordance with the provisions of the Articles in force immediately before the commencement of the meeting, under which (*inter alia*) individuals are eligible to be elected or re-elected to the Committee to serve a one year term in office ending at the next annual general meeting (the Annual General Meeting 2019). The Annual General Meeting 2019 Committee elections and those for subsequent annual general meetings shall be held and conducted in accordance with the provisions of the adopted revised Articles.
2. Committee Members retiring at the Annual General Meeting 2019 having been re-elected at the Annual General Meeting 2018 shall be eligible for re-election under the provisions of the revised Articles adopted at the Annual General Meeting 2018, but with reduced further terms (rather than a full four-year term, which applies to incoming Committee Members from 2019) to take into account years served to date, as follows:

	Name	Title	Appointment date	Retirement date (NB this is the latest date: an officer may resign earlier if they wish)
1.	Julie Cribb	Executive Officer (Local Groups Secretary)	AGM 2016	AGM 2021
2.	Adam Dawson	IT and Internet Officer	AGM 2016	AGM 2021
3.	David Holland	Executive Officer (Publicity Officer)	AGM 2015	AGM 2020
4.	Neil Rawlins	Executive Officer (LDPs)	AGM 2015	AGM 2020
5.	Graham Smith	Strider Editor	AGM 2017	AGM 2022
6.	Madeleine Watson	General Secretary	AGM 2017	AGM 2022

3. Committee Members who commenced their office from the Annual General Meeting 2018 shall, if they apply, be eligible to serve for a further full four-year term (in accordance with the provisions of the newly adopted Articles), except in the case of the Chair, who shall be eligible to serve for a two-year term.
4. Any Committee Member falling under either paragraph 2 or 3 above shall be eligible, following completion of any further term in office after being re-elected at the Annual General Meeting 2019, to serve the additional year set out in Article 21.2.2 of the newly adopted Articles, subject to the conditions set out therein, before taking the required break from office.