

## MEMBERSHIP CHARTER

### PROSPER FROM TRUST, OPPORTUNITY & SUPPORT

**1. The Club's vision:** *[a conception of the future]*

To build & operate the most active & effective business club in the Bath area generating business relationships, opportunities & support.

**2. The Club's values:** *[the ideals, customs etc. in which we have an emotional investment]*

To create a comfortable, enjoyable, positive & supportive atmosphere in which members grow to understand to trust each other.

To have a culture of contribution, commitment & responsibility & to bring value to The Club.

To market The Club in such a way that it is valued by & attractive to local business.

To improve members business skills by sharing knowledge & learning from others.

To conduct The Club's affairs in a professional & diligent manner.

To treat other members & guests with the same high standards one expects to receive & to be honest, courteous, approachable & do what is promised.

**3. The Club's mission:** *[the high level set of goals of the organization]*

To create genuine & relevant referrals for each member every year.

To provide meaningful & relevant training to ensure members improve their referral & business skills.

To provide weekly, welcoming, professional meetings & other opportunities to socialize with other members.

To create a vibrant, self sustaining group.

**4. The Club's objectives:** *[the results to be achieved]*

To have thirty [30] full members & fifty [50] associate members.

To repay members' investment five [5] fold each year via referrals.

To hold fifty [50] breakfasts per year & at least four [4] other social events.

To have at least one hundred [100] new visitors each year.

**5. The Club's strategies** *[specific high level plans to achieve the objectives]*

These are devolved to the management committee to produce effective plans.

**6. The Club's tactics** *[specific actions to achieve each planned strategy]*

These are devolved to the management committee to produce effective plans.

**7. The Club's measurement of results** *[measuring the results achieved against the objectives set]*

These are devolved to the management committee to produce effective plans.

**8. Structure and roles:**

The Club is a membership club run by its members.

A quorum for votes is sixty percent [60%] of members – rounded to the nearest whole number.

All votes are by simple majority with one [1] member one [1] vote. The Chairman does not have a casting vote.

The members will appoint & may dissolve a management committee only from full members.

The members agree to devolve the day to day running of The Club to the management committee.

The management committee has responsibility for adhering to The Club's values in the plans it makes to meet The Club's vision, mission & objectives & in the actions it takes for executing the strategies, tactics to achieve & measure results.

The management committee will meet at least four [4] times per year outside the normal time set aside for breakfast & other meetings.

The management committee will provide plans to the full members with regard to strategies & tactics to fulfil the mission & objectives together with relevant measurements of achievement quarterly at a breakfast meeting set aside for this purpose.

In recognition of this commitment all members of the management committee will receive a reimbursement of twenty five percent [25%] of their fees for the period that they are in office. This reimbursement will take the form of a credit for their next period of membership.

The management committee will consist of four [4] members, the following three [3] roles, any of which will deputise for the other in the holder's absence:

**Chairman:** responsible for running the management committee and leading The Club's overall development by:

- Running all The Club's meetings.
- Organizing and publishing the agenda for management committee meetings.
- Leading the development of strategies and tactics to fulfil The Club's mission and measures to record progress.

**Treasurer:** responsible for running The Club's bank account(s) collecting fees & accounting for all funds received & disbursed by:

- Giving a financial report to the club at a weekly meeting once every three months, reporting on current balance, major expenses & other pertinent events.
- Set up & monitor standing orders or direct debits.
- Take payment from visitors & provide them with receipts.
- Pay in cash & cheques weekly.
- Record receipts for cash payments
- Pay all authorised bills.
- Keep all invoices & bank statements.

**Secretary:** responsible for The Club's general administration by:

- Maintaining the membership register.
- Organizing the election of a proactive management committee and executive.
- Recording meeting attendance.
- Organizing any catering for any of The Club's meetings.
- Organizing any training courses agreed.

& one [1] member co-opted from the following roles necessary to the ongoing well being of The Club:

**Marketing:** responsible for organizing brochures, invitation cards, trade shows, direct mail advertising to local businesses, local press advertising, press releases & public relations though actual campaigns may be devolved to third parties.

**Web:** responsible for running & updating the website either directly or via supervising an outsourced provider.

**Membership:** responsible for suggesting key membership vacancies, encouraging all members to bring visitors, approaching all visitors about the opportunities to join & for orientating all new members about their commitment & responsibilities

**Referrals:** responsible for running the sixty [60] second slots on time & for analysing the results of referrals passed.

**Training:** responsible for arranging new members training & regular training for all The Club's members based on identifying members training requirements and finding and recommending training courses to The Club's members.

**Social:** responsible for organizing the four [4] non breakfast social events each year.

Each role noted above shall run for a minimum of six [6] months & all full members are expected to have fulfilled one [1] of the roles within their first year of membership.

## 9. Membership

### Unacceptable applications

The Club will not accept applications from anyone involved in the management of other similar clubs & organisations. The Club's full members will be the sole judge of what is considered to be similar or competitive.

### Full members

Full member membership is available to a proprietor, owner, partner, director, trustee or senior executive of any organization in the Bath area trading full time as a sole trader, partnership, limited company or charity.

All full membership applications will be made known to existing full members.

No full membership application from any potential member will be accepted if the business of the potential member is deemed to be competitive to that of a current member by the current member.

If there is no conflict with an existing member then acceptance of full membership is by a vote of all existing full members of The Club.

Full members must represent their primary occupation, not a part-time business. Multi-level marketing practitioner members of The Club must represent their products & services & not the business opportunity element of their business.

In the event of a full member wishing to change the discipline for which they are registered, a new application must be submitted to The Club.

Full members will appear on the website in the full member section.

### Associate members

Associate membership is available to a proprietor, owner, partner, director, trustee or senior executive of any organization in the Bath area trading full time as a sole trader, partnership, limited company or charity

who is unable to commit to the referrals, attendance, 121, visitor and other commitments required of a full member that the full members believe will add value to The Club.

Associate members have neither voting rights nor the right to ten [10] minute presentations or the appointment of substitutes.

Associate members may only attend up to eighteen [18] meetings per year.

Associate members may be competitive to full members only with the permission of the incumbent full member.

In the event of an associate member wishing to change the discipline for which they are registered, a new application must be submitted to The Club though no additional fee will be required.

Associate members will appear on the website in the associate member section.

## **10. Membership commitments**

### **Reasons for commitments**

The Club's members commit to support & help The Club on an ongoing basis. This is a commitment that must be taken seriously, as it is only by having a fully committed membership that The Club functions effectively & to the benefit all of its members.

### **Full members personal commitments**

Full members commit to:

#### **Referrals**

Producing at least twenty [20] quality referrals for other members during the year.

#### **Attendance**

Attending forty [40] meetings with the full member attending at least thirty five [35] meetings and sending substitutes for any others.

Organising a substitute for to attend on their behalf. That substitute is there to give & receive referrals on behalf of the member & to make any presentation on the member's business & as such does not have to pay for the breakfast which will be paid for by the member. Substitutes are allowed to present their own business as well. An existing full member of The Club cannot act as a substitute for an absent member.

Full members are permitted to register two appointed substitutes who will be welcome to attend. Members may also call upon associate members as substitutes.

The Club Secretary should be informed if a full member is unable to attend & the name of the substitute to take their place.

### **121s**

Hold at least one [1] 121 meeting with every other full member a minimum of once a year. Full members should record these on The Club's website.

### **Bring visitors**

Bringing at least five [5] new visitors per year.

### **Associate members individual commitments**

Associate members commit to:

#### **Referrals**

Producing at least ten [10] quality referrals for other members during the year.

#### **Attendance**

Attending at least six [6] times a year.

Informing The Club's Secretary if planning to attend so that catering may be arranged.

### **121s**

Hold at least six [6] 121 meetings with full members during a year. Associate members should record these on The Club's website.

### **Bring visitors**

Bringing at least one [1] new visitor per year.

## **11.Visitors**

Visitors may be competitors of members but it is expected that the member will be informed by the member bringing the visitor as a matter of courtesy.

Visitors may attend up to three [3] times before being required to make a membership decision.

## **12.Membership monitoring**

The Club will monitor members' results with regard to their commitments.

All members' views will be taken into account in monitoring the membership of any member. It is the responsibility of each member to make any views they may have known to The Club.

### **13. Membership & other fees**

An annual membership fee is due for all membership types for an amount that will be decided by the full members on a vote from time to time & must be paid annually by standing order or direct debit.

Membership will commence only after all fees due have been received.

Membership will commence on the first day of any calendar month.

Membership runs for one year from the date of commencement.

Breakfast fees are separate to any membership fees charged & are payable in advance by cash or cheque by associate members & guests & by weekly standing order or direct debit for full members. Breakfast fees are payable even if the member does not attend & are non refundable.

All other event fees are separate to any membership fees charged & are payable in advance by cash or cheque. Event fees are payable even if the member does not attend & are non refundable.

If a breakfast is cancelled (by either The Club or the venue) members who have paid will not be reimbursed.

### **14. Membership renewal**

Renewal will be assumed & the relevant standing order or direct debit charged one year after the original commencement date of membership & thereafter until terminated in writing by the member.

### **15. Membership disputes & discipline:**

It is a fundamental belief of The Club that in the event of any dispute or disciplinary investigation the investigation should be thorough, transparent & fully accountable to all parties concerned.

The Club retains the right to 'freeze' a membership or investigate the activities of any member, for any length of time by a vote at any regular meeting of The Club should this deemed to be necessary for the good of The Club as a whole.

Members will be entitled to know all the reasons for such an action & to respond.

### **16. Competitive Club memberships**

A member can belong to other similar clubs or organisations but The Club discourages the membership of other similar or competitive business clubs

as we feel the benefit to all members could be greatly reduced. However, as long as members meet all the commitments due to their category of membership including referrals, attendance & 121s it will be accepted.

### **17. Competitive Club visits**

The Club actively encourages members to visit other similar clubs as a visitor or guest to promote The Club, friendships & contacts. The more contacts made by a member the more opportunities there are for both giving & receiving business between members.

### **18. Membership termination by the member:**

Membership can be cancelled only after twelve [12] months by giving a minimum of one [1] months' notice in writing.

In the first [1<sup>st</sup>] year of membership no fees will be refunded.

In subsequent years of membership pro rata refunds will be made based on the number of months of membership due to run from one [1] month after the written notification is received.

### **19. Membership termination by The Club:**

The Club may terminate membership:

in the event of any serious or repeated breach or repeated non-observance by the member of any of the material stipulations contained in this charter; or

if the member is guilty of any conduct which (in the reasonable opinion of The Club) brings The Club into serious disrepute; or

if the member becomes bankrupt or makes any composition or enters into any deed of arrangement with his creditors; or

if the member is convicted of any indictable criminal offence (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

if the member shall become a patient under the Mental Health Act 1983 so that in the reasonable opinion of The Club he is unable to perform his duties or

if the member is convicted of an offence under the Companies Securities (Insider Dealing) Act 1985 or under any other present or future statutory enactment or regulations relating to insider dealings or company law or

if the member has membership of any other similar organization which is felt to be detrimental to The Club's interests.

In the event of membership termination by The Club then The Club has no liability to return fees paid.

## **20. Restrictions**

Members of The Club cannot form a similar club or organization whilst being a member.

Members of The Club must not form a similar club or organization in competition with The Club within six months of leaving The Club.

The paper work, web site & workings of The Club are confidential and subject to copyright & must not be circulated or reproduced to non members in any form & to do so could lead to legal action.

Members are not permitted to comment on the workings or methods of The Club to press or media or other parties without prior consent from The Club's management committee except that members of The Club may inform potential members of The Club's benefits, with guidance from the 'member toolkit'.

## **21. Meetings**

The Club undertakes to endeavour to provide weekly breakfast meetings starting at 07.15 for 07.30.

Members will decide the day & venue details by vote.

During weeks that include public holidays breakfast meetings may be rearranged or suspended.

Breakfast meetings may also be suspended for other reasons as long as a majority of members agree.

Each member or guest attending will be allowed sixty [60] seconds to present their business to other members & guests at each weekly breakfast meeting.

Only full members will be allowed a ten [10] minute presentation to present their business to members & guests at least once per year at breakfast meetings.

Other training & social meetings are encouraged.

## **22. Use of fees & financial matters**

### **Use of fees**

**Marketing** including the website & website promotion, brochures, invitation cards, trade shows, direct mail advertising to local

businesses, local press advertising, press releases & public relations, visitor information sheets & other necessary expenditures.

**Support:** including membership applications, orientation training, referral slips, card holders, badges, manuals & training materials, ongoing training, office support such as telephone, copier, computer supplies, stationery, etc. & other necessary expenditures.

**Bank account:**

The Club will run a current account specifically designed for clubs & societies.

The account will be authorised by the Chairman & one [1] other member of the management committee excluding the Treasurer.

Signatories of cheques will be the Treasurer & one [1] other nominated full member of the Club.

Cheques for more than five hundred pounds [£500] will require two [2] signatures.

**Treatment of surpluses:**

The disposition of surpluses will be decided & agreed by full members who are current when the decision is made. Members will have no charge over monies in The Club's account once their membership has lapsed.

**Winding up.**

Monies in the account when The Club is wound up will be distributed equally between all fully paid up full members on the date of winding up.

**Referrals**

**Definition.**

A referral will be defined for the purpose of statistical analysis as *either* a suggestion made by one member, ex-member or visitor makes to another member that they contact someone having already spoken to that person such that they are expecting a call, *or* a member, ex-member or visitor contacting a member directly with a view to doing business

**Tips & recommendations.**

Members are encouraged to give other members tips & advice as to where they may prospect for business but these will not be recorded unless they turn into business.

**How referrals are passed.**

Referrals will be passed between members or visitors at The Club's weekly meetings by means of a slip or by any other means at other times.

**How referrals are recorded.**

Once a referral has been made the referral must be recorded on The Club's website on the data base provided by the member giving the referral. The entry must then be updated:

By the member receiving the referral when contact has been made.

By the member receiving the referral when business is done or the referral is deemed expired by the member receiving the referral.

If a referral is received from an ex-member or visitor the details must be recorded on the website by the recipient of the referral & then also updated as noted above.

**Monetary value of referral**

Members will calculate annually the monetary value of referrals received & enter this information on The Club's web site.

**23.Privacy Policy & Data Protection Act 1998**

The Club's will comply with the Data Protection Act 1998 & any other present or future statutory enactment or regulations relating to data protection or privacy & therefore all member details & records are confidential & will not be released to any third party without the permission of the member unless it is required to be disclosed by law or regulation, or at the request of a governmental body, monetary or fiscal

authority or independent auditors or legal counsel, & in the case of disclosure as a result of law or regulation The Club shall so far as reasonably permitted by law or regulation promptly inform a member of such disclosure.

Business profiles on The Club's website will be shown only with the member's permission.

Cookies may be used on The Club's website.

**Liability**

The Club provides the opportunity to meet & do business with fellow members & guests, but gives no guarantee that any business will be gained by any attendee.

The Club does not except responsibility or liability for members' or guests' products or services.

**General**

The headings of this agreement shall not affect its interpretation.

Notwithstanding any other agreement between the parties this Charter shall take precedence & shall prevail.

This Charter shall be binding upon & for the benefit of the undersigned parties & their successors.

Failure to enforce any provision of this Charter shall not constitute a waiver of any term hereof.

The provisions of this Charter shall be severable & if any provision is held to be invalid under any applicable statute or rule of law, such provision is, to that extent, deemed omitted. In such event, all other provisions remain in effect, & the parties agree that the invalid provision shall be modified so as to constitute a valid provision, which most nearly effects the parties' intent in entering into this Charter.

This agreement may only be amended by a vote of all full members & all amendments must be registered in writing within thirty [30] days.

Except as provided above, this Charter may not be modified or amended in any way.

English & Welsh Law shall govern the construction, validity & performance of this Charter & shall be binding upon the parties hereto worldwide & the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England & Wales.