

## 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]*

- i. To create a comfortable, enjoyable, positive & supportive atmosphere in which members grow to understand to trust each other.
- ii. To have a culture of contribution, commitment & responsibility & to bring value to The Club.
- iii. To market The Club in such a way that it is valued by & attractive to local business.
- iv. To improve members business skills by sharing knowledge & learning from others.
- v. To conduct The Club's affairs in a professional & diligent manner.
- vi. 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]*

- i. To create genuine & relevant referrals for each member every year.
- ii. To provide meaningful & relevant training to ensure members improve their referral & business skills.
- iii. To provide weekly, welcoming, professional meetings & other opportunities to socialize with other members.
- iv. To create a vibrant, self sustaining group.

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

- i. To have at least 30 members.
- ii. To repay members' investment five [5] fold each year via referrals.
- iii. To hold fifty [50] breakfasts per year & various other social events.
- iv. To have at least one hundred [100] new visitors each year.

## 5. Structure and roles:

- i. The Club is a membership club run by its members.
- ii. A quorum for votes is sixty percent [60%] of members – rounded to the nearest whole number.
- iii. All votes are by simple majority with one [1] member one [1] vote. The Chairman does not have a casting vote.
- iv. The members run the club but agree to delegate the day to day affairs to the officers noted in this Charter, subject to regular communication of officers' decisions and the right of the members to require certain decisions to be discussed and ratified should any member have a concern about any decision by an officer. Officers may request the help of other members to carry out tasks within their remit and devolve such work to the member for an agreed time or occasion.
- v. The club's officers are the following three [3] roles, any of which will deputise for the other in the holder's absence:
  - a. **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. 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.
    - √ Suggesting key membership vacancies
    - √ Encouraging all members to bring visitors
    - √ Approaching all visitors about the opportunities to join
    - √ Orientating all new members about their commitment & responsibilities
  - b. **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.
- c. **Referrals:** responsible for running the sixty [60] second slots on time & for analysing the results of referrals passed.
- vi. Each role noted above shall run for a minimum of six [6] months & all members are expected to be willing to fulfil any of the roles during their membership.
- vii. In addition the Club will from time to time and as decided by the members carry out activities related to:
  - a. **Marketing:** 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.
  - b. **Web:** running & updating the website either directly or via supervising an outsourced provider.
  - c. **Training:** 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.
  - d. **Social:** organizing non breakfast social events each year.

## 6. Membership

### i. Unacceptable applications

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

### ii. General membership requirements

- a. Membership is available to a proprietor, owner, partner, director, trustee senior executive or manager of any organization trading full time in the Bath and Bristol area as a sole trader, partnership, limited company or charity.
- b. All membership applications will be made known to existing members.
- c. If there is conflict with an existing member that member will have the right to veto the application. If there is no conflict with an existing member then acceptance of membership is by a vote of all existing members of The Club which has to be unanimously in favour of acceptance.
- d. 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.
- e. In the event of a member wishing to change the discipline for which they are registered, a new application must be submitted to The Club.

- f. Members will appear on the website in the member section.

## 7. Membership 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. These personal commitments from each member are listed below.

### i. Referral definition, volumes & procedures

- a. 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
- b. All members will aim to produce at least twenty [20] quality referrals for other members during the year. If a member does not believe they can produce that many referrals then they should volunteer for other club activities in support of the club and other members.
- c. Members are expected to follow up all referrals and tips given by other members and this may be monitored.
- d. 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.
- e. 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.
- f. The club maintains a system to record the quantity, quality & outcomes of all referrals passed between members. All members are required to use this system. The referral system will be reviewed from time to time to ensure it is still effective.
- g. An annual income survey will be conducted and each member's income generated by members/visitors of the club will be summarised and presented to members.

### ii. Attendance

- a. Members will attend a minimum of forty [40] meetings and send a substitute for any meeting they cannot make personally. 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 member of The Club cannot act as a substitute for an absent member.
- b. The Club Chairman should be informed if a member is unable to attend & the name

of the substitute to take their place.

iii. **Other**

- a. Hold at least one [1] 121 meeting with every other member a minimum of once a year.
- b. Bring at least five [5] new visitors per year.

iv. **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.

**8. Meetings**

- i. The Club undertakes to endeavour to provide weekly breakfast meetings starting at 07.15 for 07.30.
- ii. Members will decide the day, venue details and the format of meetings by vote. Each weekly meeting will follow a set format based upon the timetable and agenda set by the chair person. Meeting formats will be designed to continually improve members' capability to give and receive referrals.
- iii. During weeks that include public holidays breakfast meetings may be rearranged or suspended.
- iv. Breakfast meetings may also be suspended for other reasons as long as a majority of members agree.
- v. Other training & social meetings are encouraged.

**9. Visitors**

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

**10. Fees**

- i. Members will pay a fee of £200 per annum (or such other amount as may be agreed by the members from time to time).
- ii. 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.

- iii. A weekly breakfast fee of £10 for every week of the year (or such other amount as may be agreed by the members from time to time) shall be charged to all members. Breakfast fees are separate to any membership fees charged & are payable by monthly standing order or direct debit for members. Breakfast fees are payable even if the member does not attend & are non refundable.
- iv. Venue Parking fees are separate to any membership fees charged & are payable by monthly standing order or direct debit for members. Parking fees are payable even if the member does not attend & are non refundable. Only those members that require parking will need to pay these fees.
- v. 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.
- vi. If a breakfast is cancelled (by either The Club or the venue) members who have paid will not be reimbursed.

#### **11. Membership renewal**

- i. 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.

#### **12. Disputes & discipline:**

- i. 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.
- ii. 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.
- iii. The Club may choose to delegate responsibility for any investigation to the chair, a sub-committee of members or an external third party as it sees fit.
- iv. Members will be entitled to know all the reasons for such an action & to respond.

#### **13. Competitive club memberships**

- i. 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.

#### **14. Competitive club visits**

- i. 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.

#### 15. **Membership termination by the member**

- i. Membership can be cancelled only after twelve [12] months by giving a minimum of one [1] months' notice in writing.
- ii. In the first [1<sup>st</sup>] year of membership no fees will be refunded.
- iii. 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.

#### 16. **Membership termination by The Club**

- i. The Club may terminate membership:
  - a. 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
  - b. if the member is guilty of any conduct which (in the reasonable opinion of The Club) brings The Club into serious disrepute; or
  - c. if the member becomes bankrupt or makes any composition or enters into any deed of arrangement with his creditors; or
  - d. 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
  - e. 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
  - f. 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
  - g. if the member has membership of any other similar organization which is felt to be detrimental to The Club's interests.
- ii. In the event of membership termination by The Club then The Club has no liability to return fees paid.

#### 17. **Restrictions**

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

- ii. Members of The Club must not form a similar club or organization in competition with The Club within six months of leaving The Club.
- iii. 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.
- iv. 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 club's existing marketing materials such as websites, brochures, press releases, etc.

## 18. Use of fees & financial matters

### i. Use of fees

- a. **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.
- b. **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.

### ii. Bank account

- a. The Club will run a current account specifically designed for clubs & societies.
- b. The account will be authorised by the Chairman & one [1] other member of the management committee excluding the Treasurer.
- c. Signatories of cheques will be the Treasurer & one [1] other nominated member of the Club.
- d. Cheques for more than five hundred pounds [£500] will require two [2] signatures.

### iii. Treatment of surpluses

- a. The disposition of surpluses will be decided & agreed by 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.

### iv. Winding up

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

## 19. Privacy Policy & Data Protection Act 1998

- i. 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.
- ii. Business profiles on The Club's website will be shown only with the member's permission.
- iii. Cookies may be used on The Club's website.

## 20. Liability

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

## 21. General

- i. The headings of this agreement shall not affect its interpretation.
- ii. Notwithstanding any other agreement between the parties this Charter shall take precedence & shall prevail.
- iii. This Charter shall be binding upon & for the benefit of the undersigned parties & their successors.
- iv. Failure to enforce any provision of this Charter shall not constitute a waiver of any term hereof.
- v. 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.
- vi. This agreement may only be amended by a vote of all members & all amendments must be registered in writing within thirty [30] days.
- vii. Except as provided above, this Charter may not be modified or amended in any way.
- viii. 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.