

BYELAWS

OF

BETTWS HALL SPORTING CLUB LIMITED (the “Club”)

WHEREAS:

- A. Article 31 of the Articles of Association of the Club (the “Articles”) empowers the Directors from time to time to establish such byelaws and/or rules governing matters relating to the Club’s administration as they consider to be required or expedient for the effective operation of the Club.
- B. In exercise of their powers, the Directors have agreed that the byelaws herein contained govern the administration of the Club with immediate effect.

1) INTERPRETATION

- a) Expressions defined in the Articles shall when the context so admits have the same meaning herein.
- b) The following definitions and rules of constructions shall apply
 - i) “**Byelaws**” means the Byelaws of the Club for the time being in force;
 - ii) “**Directors**” means the directors of the Club and includes any persons occupying the position of director, by whatever name called;
 - iii) “**Founder Member**” means each subscriber to the Club’s Memorandum and any person admitted as a Founder Member in accordance with the Articles;
 - iv) “**Founder Members’ Days**” means the Shoot Days reserved to the Founder Members in accordance with the Byelaws of the Club effective from time to time;
 - v) “**Guns**” means the individuals permitted to shoot on a Shoot Day;
 - vi) “**Host Member**” means any Ordinary Member designated as a Host Member by the Club in respect of any one or more Shoot Days;
 - vii) “**Member**” means a person who is a Founder Member or Ordinary Member;
 - viii) “**Ordinary Member**” any person admitted to membership who is not admitted as a Founder Member;
 - ix) “**Ordinary Members’ Days**” means the days reserved to one or more Ordinary Members in accordance with the Byelaws of the Club effective from time to time;

- x) “**Payment Deadline**” has the meaning given in Byelaw 6);
- xi) “**Peg**” means the allocation of a Gun on any Shoot Day (and “**Pegs**” shall be construed accordingly);
- xii) “**Season**” means the annual shooting season commencing on 12th August and finishing on the following 1st February;
- xiii) “**Shoot Days**” means the days during the Season on which the Club’s shooting takes place on the Shoot;
- xiv) the “**Shoot**” means all that land over which the Club enjoys shooting rights (whether through formal agreements including lease or licence, or other informal appropriate arrangements, and whether during the whole or any part of the relevant Year); and
- xv) “**Year**” means the financial year of the Club commencing on 1st February and finishing at the end of the following January.

2) SHOOTING CHARGES

- a) The shooting charges (for Shoot Days and/or Pegs) on Founder Members, on Ordinary Members and on Members’ guests shall be such as the Directors determine in the Club’s budget for each Season.
- b) Shooting charges will not be refunded to Members or their guests by reason of bad weather or cancellation or because the Members or their guests are unable to attend the Shoot Day(s) allocated or for any other reason except in the Directors’ absolute and unfettered discretion. The Directors may in their absolute and unfettered discretion decide to refund in whole or in part shooting charges in the event that an allocated Shoot Day(s) cannot take place due directly or indirectly to the Club’s shooting facilities or to the Club’s right to occupy the Shoot ceasing to be available to the Club or to other exceptional circumstances.
- c) All payments and charges as described in these Byelaws are subject to annual review by the Directors and the particulars of any rate increases shall be notified to the Members from time to time in the discretion of the Directors and shall be available to Members from the Secretary on request.

3) SHOOT DAY RESERVATION POLICY

- a) The reservation of the Shoot Days will be dealt with in the following order or priority:
- b) First, the Founder Members shall, prior to:
 - i) the commencement of each Year, or
 - ii) such other date as may be agreed by the Directors from time to time,

each submit to the Directors written notice of the Shoot Days they wish to take as Founder Members’ Days.

- c) The days submitted to the Directors in line with Byelaw 3)b)i) above should be agreed by the Directors in their discretion depending on all the circumstances of the Club at that time and generally in priority, such agreement not to be unreasonably withheld.
- d) Requests for Founder Members' Days that are not submitted in line with Byelaw 3)b)i) above should be agreed by the Directors in their discretion depending on all the circumstances of the Club at that time and subject to availability, such agreement not to be unreasonably withheld.
- e) The total number of days during the Season that may be designated as Founder Members' Days shall be agreed on a yearly basis by the Directors but in the absence of such agreement shall not exceed **TEN**.
- f) All remaining Shoot Days after the reservations in paragraph b) above shall be Ordinary Members' Days.
- g) This procedure for allocation of Shoot Days may only be amended by unanimous resolution by the Directors.
- h) The overall allocation of Days is subject to all monies due to the Club having been paid by the Member in question by the Final Date (as defined in these Byelaws). Any Member who has not paid all monies due to the Club shall be suspended from access to the Club's shooting and other facilities unless and until such monies are paid.

4) ALLOCATION OF FOUNDER MEMBERS' DAYS AND PEGS ON THEM

- a) In conjunction with the provisions of Byelaw 3)b), each Founder Member shall be entitled to request the allocation to him or her of Founder Members' Days but the final decision as to the allocation of such Shoot Days and/or Pegs on them as between Founder Members shall be such as the Directors shall in their absolute discretion determine.
- b) A Founder Member shall, if designated by the Directors in their absolute discretion as a "**Host Member**" in respect of a Founder Members' Day, be entitled to allocate Pegs on such Shoot Days to other Members (of whatever class) or to his or her non-Member guests. The Club hereby records that it is its non-binding preference that only Members of the Club should shoot on a Founder Members' Day.

5) ALLOCATION OF PEGS ON ORDINARY MEMBERS' DAYS

- a) Ordinary Members may apply to be considered for the allocation of Pegs for the Ordinary Members' Days. Any such application(s) may be in reference to multiple Shoot Days and may indicate an order of preference for prioritisation between such Shoot Days. Ordinary Members may apply for single or multiple Pegs (including whole teams) in respect of any Ordinary Members' Day. Applications may be made in any form and manner.
- b) Ordinary Members are encouraged to form "teams" with other Ordinary Members for the submission of their preferences. Without prejudice to the Director's overall and absolute discretion, priority may be given to such teams when allocating Ordinary Members' Days.

- c) The Directors shall then at their absolute discretion allocate Pegs on the Ordinary Member's Days between the Ordinary Members in accordance with the applications that have been submitted.
- d) Notwithstanding the foregoing, Ordinary Members who are allocated more than one Peg on a Shoot Day may host their own non-Member guests on such Pegs if they wish. It is the Club's non-binding preference that no Members' guest should use a Peg on a Shoot Day at which a Member is not hosting him or her.
- e) The Club may, if it wishes, allocate an Ordinary Members' Day to an Ordinary Member who is designated by the Directors as a "Host Member" for that day. Such a Host Member shall then be entitled to allocate Pegs on that Shoot Day to other Ordinary Members or to non-Member guests.
- f) The allocation of Ordinary Members' Shoot Days or Pegs between the Ordinary Members shall be at the Directors' sole discretion.
- g) Without prejudice to the generality of the foregoing, the Directors may choose whatever means they think necessary to allocate Ordinary Members' Days or Guns on Ordinary Members' Days between the Ordinary Members including the holding of a ballot (which shall apply if the Directors cannot reach a decision as to the allocation).
- h) The procedure for the allocation of Ordinary Members' Days and Pegs to Ordinary Members shall be repeated prior to each new Season.

6) PAYMENT OF MONIES DUE TO CLUB

Members must pay all monies due to the Club immediately following receipt by the Member of an invoice for such amounts, but in any event at the latest within 14 days from the date of despatch of the invoice in question (the "Final Date"). If payment is not made in full by the Final Date the Member's membership may at the absolute and unfettered discretion of the Directors be suspended pending full payment. If at the end of 30 days from the Final Date payment in full has not been made by the Member to the Club all rights and monies already received shall be forfeited for that Member to shoot during the Season in question.

7) DELEGATION

The Directors may delegate any of their functions under Byelaws 3), 4), 4), 5) and 5) hereof to the person appointed by them from time to time as the Club's secretary in line with the Articles or otherwise to any other person who the Directors in their absolute discretion determine.

8) RECIPROCAL ARRANGEMENTS

The Directors may in their absolute discretion enter into reciprocal arrangements as to the allocation, exchange or taking of Shoot Days with any similar club provided that any such club must pursue non-profit objects materially similarly to the objects of the Club as set out in the Articles.

IN WITNESS of which the Directors have adopted the above Byelaws as the Byelaws for the time being of the Club.


.....
Mr C J Sheppard (Director)

..... 23/02/2023

Date