

CLUB RULES

OF

BETTWS HALL SPORTING CLUB LIMITED (the “Club”)

1. The Club has adopted these Rules in accordance with its Articles of Association (the “Articles”) and all other powers enabling the Club and its officers and/or Members in that regard. The Members of the Club are hereby notified that these Rules are adopted and effective from

23rd February..... 2023.

2. Words and expressions defined in the Club’s Articles shall, unless the context otherwise requires, have the same meaning where used in these Rules.

3. THE PURPOSE FOR WHICH THE CLUB IS RUN

The Club provides membership to qualifying persons who wish:

- 3.1. to promote and take part in country sporting activities including the organisation and advancement of fieldsports;
- 3.2. to support and contribute to fieldsports and other countryside recreational pursuits;
- 3.3. to promote the adherence to and advancement of safe fieldsports skills and to promote respect for fieldsport quarry; and
- 3.4. to promulgate knowledge of wildlife and of the countryside and conservation thereof

4. MEMBERSHIP

- 4.1. The Club and its facilities are made available to its Members and their guests only.
- 4.2. There are two classes of Membership, as follows:
 - **Founder Members, who are:**
 - the subscribers to the Memorandum of the Club; and
 - any person admitted as a Founder Member in accordance with the Articles;
 - **Ordinary Members, who are** any persons admitted to membership as an Ordinary Member.

5. ELIGIBILITY

- 5.1. Any person who is over 18 years of age, wherever resident or national, and who has the relevant authorisations, permits and licences referred to in this Rule 5 may be considered for Membership of the Club.
- 5.2. Members and prospective Members must:
 - 5.2.1. If British residents, be in possession of a valid Shotgun Permit or Shotgun Certificate issued by a British police licensing authority.
 - 5.2.2. If foreign nationals and/or residents, be in possession of an Overseas Visitors Shotgun Permit issued by a British police licensing authority.

All individuals shooting at the Club will be required to produce these on demand.

- 5.3. Notwithstanding the forgoing, an individual may be permitted to shoot without a certificate in full and strict compliance with the laws of England insofar as they may permit this. The Club shall make no exceptions to the requirement for full and strict legal compliance in this regard.
- 5.4. Any person who has been convicted of an offence (other than a minor motoring offence) shall not be eligible for Membership, whether or not in possession of the appropriate certificates or licences required above. Failure to disclose a conviction will result in cancellation of membership without entitlement to compensation or refund of charges, subscription or any other levy.

6. INSURANCE AND LIABILITY

- 6.1. Members and prospective Members (for themselves and for and on behalf of their guests, for whom they assume complete responsibility in this regard) acknowledge on assumption of Membership that they are aware of the nature of the Club and the inherent risks that field sports represent to themselves and their property.

The Club therefore requires that all persons using the Club's facilities – whether or not shooting – must individually be in possession of their own Third-Party Public Liability Insurance to a minimum of £5 million cover. The Club reserves the right to require proof of insurance from any persons (whether a Member or otherwise) attending a shoot; the Club reserves the right to refuse to permit any such person to shoot with the Club if such proof of insurance cannot be or is not shown.

Appropriate insurance may be available through purchased insurance and/or field sports associations and rural interest groups, such as:

- The NFU (www.nfuonline.com),
- The Countryside Alliance (www.countryside-alliance.org.uk),
- The National Gamekeepers' Organisation (www.nationalgamekeepers.org.uk),

- The British Association for Shooting & Conservation (www.basc.org.uk), or
 - The Clay Pigeon Shooting Association (www.cpsa.co.uk).
- 6.2. The Club accepts no responsibility for damage except to the extent that it is due to the negligence of the Club, its officers, employees, agents or its representatives and the Club excludes its liability to its Members, their guests and any other persons to the fullest extent possible by law.

7. MEMBERSHIP FEES

- 7.1. The “**Membership Year**” runs from the 1st February each year until the last day of January following.
- 7.2. In application of Article 23.11 of the Articles, Members shall be liable for an annual subscription appropriate to their class of Membership at the discretion of the Directors.
- 7.2.1. The fees in this regard shall be as published in the Club’s membership fee schedule (the “**Membership Fee Schedule**”) from time to time.
- 7.2.2. The Directors reserve the right to amend the Membership Fee Schedule at any time and will give a period of notice before effecting any amendment.
- 7.3. Continuing Members’ annual subscription fees are payable by 14th February each Membership Year (the “**due date**”) at the prevailing rate.
- 7.4. Membership will lapse automatically and immediately if payment in full has not been received by the Club by the due date. Members should refer to Article 23.13 of the Articles for more details.
- 7.5. Members joining the Club part-way through the year will not be entitled to receive a return of any part of any subscription paid for that year. However, a Member who joins in the period between 1st January and 31st January inclusive shall upon payment of the appropriate annual subscription fee for that season receive Membership to the end of the following Membership Year.
- 7.6. Application for Membership shall be made on the Club-approved form.
- 7.7. Provisional acceptance of an application for Membership may be given at the time a Members’ first booking is made.

8. CONDUCT

- 8.1. Members, prospective Members and guests must comply with all instructions issued by the Club, its officers and/or representatives during a shoot. Such instructions or decisions relating to quarry, pegs, conduct and all matters relating to the running of the shoot shall be final and binding on Members, prospective Members and guests and the Club shall not enter into dispute or entertain appeal.
- 8.2. Members, prospective Members and their guests shall conduct themselves at all times while on the Club’s land in accordance with the highest levels of appropriate field sport and safety practice,

mindful of the protecting the best interests of field sports and the countryside. In this regard, the Club requires Members, prospective Members and guests at all times to comply at a minimum with The Code of Good Shooting Practice (www.codeofgoodshootingpractice.org.uk), and all Members are required to be familiar with this Code.

- 8.3. If they fail to conduct themselves in accordance with these Rules Members, prospective Members or their guests may be required by the Club, its directors and/or representatives to retire from the field: in such an event, they shall not be entitled to compensation or refund of shooting charges or membership subscriptions.
- 8.4. The Club does not check and accepts no responsibility for the fitness for purpose or safety of the guns used by Members, prospective Members and their guests whilst shooting with the Club.

9. MANAGING AGENT

The Club may from time to time and as circumstances permit or require appoint an agent for the purposes of the management of shooting, bookings, enforcement of these Rules or various of them, and any other function that the Directors in their absolute discretion determine to be expedient to and in the best interests of the Club. Members will be advised in advance of such an appointment, and renewal of any such appointment and approval of costs and charges concerned therewith shall be subject to confirmation by the Membership at the next relevant General Meeting.

10. BOOKINGS

- 10.1. Members wishing to book use of the Club's shooting facilities must do so on the form provided. Such form may be requested directly from the Club.
- 10.2. Members shall comply with any further rules or requirements relating to bookings and payment of charges set out in the Club's Byelaws and/or Articles and/or terms and conditions that are effective at that time.
- 10.3. In line with the allocation process stipulated in the Club's Byelaws, the Club shall do its best to accommodate the wishes of Members in relation to particular days requested but shall be under no obligation to provide shooting on a particular day requested and may have to offer alternative dates. No refund of subscription will be due either in whole or in part where a Member is unable to book a preferred date or any other date.

11. BOOKING CHARGES

- 11.1. The Club's shooting charges for the next season will be recommended by the Directors in line with the Club's Byelaws and subsequently agreed at General Meeting.
- 11.2. Notwithstanding the foregoing, the Directors may vary shooting charges to Members without prior notice in accordance with market conditions or other external factors at their discretion.
- 11.3. Members may obtain information on current charges on application to the Directors.

These rules may not be added to, altered or amended unless by unanimous vote by the officers of the Club and voting Members, as appropriate.

PRIVACY & DISCLOSURE STATEMENT

The Club is committed to ensuring that your privacy is protected.

Information we collect:

- Name and title;
- Contact information including email address;
- Emergency contact information;
- Date membership commenced;
- Demographic information such as post code, preferences and interests;
- Other relevant information deemed appropriate to Member surveys and offers.

We seek this information for the following:

- Internal record-keeping in accordance with the laws and principles of running a sporting club;
- To provide Members with information as relates to the Club;
- To help the Club maintain its communication and improve its service.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place proportionate physical, electronic and managerial processes to safeguard and secure the information we collect.

Except for mailing list activities relating to the Club, as detailed above, where you explicitly consent to receive materials from us, we will not use your personal data to carry out unsolicited marketing activities.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law. We will inform you if we intend to disclose your information to a third party for the purposes of marketing and request your consent.

We will advise you of any changes we make to our privacy policy in the future. Questions, comments and requests regarding the policy are welcomed and should be addressed to:

The Directors, Bettws Hall Sporting Club