

0

Adoption

These rules were adopted on 29th May 2011 and amended on 24th July 2011. They supersede any previous rules.

1

Name

1.1. The name of the Club shall be Wharf Chambers Co-operative Club. The Club premises shall be situated at 23-25 Wharf Street, Leeds, LS2 7EQ.

2

Objects

2.1. The Objects of the Club are to promote the principles of co-operation, mutual aid and self-management between the members of the club, and to provide a space with regular opening hours for social interaction and entertainment where refreshments and suitable amenities will be made available for their use.

2.2. The Club recognises that in order to provide the continuity and consistency that is necessitated by regular opening hours it will be appropriate to delegate the day-to-day running of the Club to a Co-operative, thus ensuring the Objects of the Club detailed in Rule 2.1 are effectively and competently fulfilled. See section 9.

2.3. The Club may make donations to support the work of organisations with compatible principles.

3

Constitution

3.1. The Club is a members club.

3.2. Application for Membership of the Club shall be available to anyone, but will be approved or denied according to rules in section 4.

3.3. Every member of the Club shall, subject to these Rules and bylaws for the time being in force, be entitled to use and enjoy in common with other members of the Club, the Club premises and facilities therein.

3.4. No member shall by their membership be under any financial liability except for payment of their annual subscription.

3.5. Members shall conduct themselves with courtesy and respect in the Club.

3.6. In addition, an evolving set of bylaws (the secondary rules), will exist for the regulation of the internal affairs of the Club and the conduct of members, in accordance with Section 23 of these rules.

4

Becoming a Member

4.1. The Co-operative shall be entrusted to manage membership application and administration procedures in accordance with Sections 4 and 9.

4.2. The Co-operative shall receive all membership applications on behalf of the Club and process them no sooner than 48 hours after the application is made.

4.3. Where there is strong foreknown evidence that the applicant does not share the values of the club, accompanying evidence will be brought to the next Club Collective meeting for discussion, which is vested with the power to grant and refuse membership, or postpone the decision to the subsequent Club Collective meeting.

4.4. Rejected applications can be appealed at any quorate Club Collective meeting.

4.5. In the case of new membership applications; membership is deemed to commence upon the applicant's receipt of confirmation of successful application, or membership

card from the Club.

4.6. Renewal of an existing membership starts immediately upon receipt of subscription fees.

4.7. Where membership has lapsed for a period greater than one year, applications will be treated as new membership rather than a renewal.

4.8. Members shall supply a functional email address, for the purposes of important communications relevant to the Club.

4.8.1. Members without access to an email address must ensure that they receive important communications by some other means.

4.8.2. The Club assures members that this information will not be used inappropriately or divulged to third parties, except under the provisions of section 4.9.

4.9. Names of all current members will be made available to any member upon request.

4.9.1. By applying for membership, applicants agree for their name to be kept on a list on the premises.

5

Subscriptions

5.1. The annual subscription for members shall be decided at the Annual General Meeting.

5.2. Annual subscriptions shall be due and payable by new members on application for membership, and by existing members on a date to be set at the Annual General Meeting.

5.3. The Club Collective shall post notice in advance of said date to all members stating that the subscriptions are due.

6

Expulsion of members

6.1. The Club Collective shall have the power to expel any member who shall offend against the rules of the Club or whose conduct shall in the opinion of the Club Collective render him or her unfit for membership of the Club.

6.2. Any person whose membership is terminated shall immediately be excluded from the Club premises and shall have no claim against the Club, any Club Collectives, or any member thereof.

6.3. Any member whose membership is terminated shall not reapply for membership within twelve months of such termination.

6.4. Terminated membership may be appealed at any Club Collective Meeting or Special General Meeting.

7

Decision-making

7.1. Decisions of the Club Collective will be made by consensus or majority voting as appropriate to the decision.

7.2. If voting is used a majority of two thirds of those present is necessary to pass a decision.

8

Overall Management of the Club

8.1. The management oversight of the Club shall be entrusted to a Club Collective, which contains the Chair, Secretary, Treasurer, and a Bar Committee representative amongst others. The Club Collective shall not meet less than once a month.

8.2. The Club Collective has decision-making power for all parts of the club. However,

the day-to-day running of the club shall be delegated to the Co-operative. See Section 9.

8.3. The agenda for Club Collective meetings, along with all relevant information, may be distributed to all members of the Club Collective before the meeting.

8.4. The quorum for a Club Collective meeting shall not be less than 4 of the current membership of the Club Collective.

8.5. The minutes of each Club Collective meeting will be available to all members.

8.6. The dates for Meetings shall be outlined at least two days before the relevant Meeting. Additional information will be provided if available.

9

Club oversight of the Co-operative

9.1. The Co-operative has the power to make day-to-day decisions regarding the running of the Club.

9.2. The Club Collective (including the Bar Committee) will undertake regular oversight of the Co-operative's day-to-day running of the Club.

9.2.1. One or more members of the Co-operative will attend every monthly Club Collective meeting. These persons will give a report (including finances) from the Co-operative, answer questions from the Club Collective, and provide a list of new Club members for examination by the Club Collective.

9.3. Cooperative activities which will require prior agreement of the Club Collective at these meetings include:

9.3.2. The borrowing of money for the purposes of the Club.

9.3.3. Blocking a membership application.

9.3.4. Changes in pricing of alcohol.

9.3.5. Preparation of accounts for the AGM.

10

Annual General Meetings

10.1. An Annual General Meeting of the Club shall be held at least once each year.

10.2. The Annual General Meeting shall be no more than fourteen months after the previous Annual General Meeting.

10.3. The business transacted at the Annual General Meeting shall include:

10.3.1. The presentation of the audited accounts, unless a resolution is passed under Rule (21.2) when in accordance with Rule (21.3) the unaudited accounts should be presented.

10.3.2. The appointment of Officers namely the Secretary, Chair and Treasurer, Bar Committee and any other Officers of the Club.

10.3.3. The presentation of a report from the Co-operative on the day-to-running of the club.

10.3.4. Any other business, for which details and supporting documentation will be made available if possible.

10.4. Any decisions made at the Annual General Meeting will require the support of ten percent of the membership of the club, or 4 or more of the Club Collective, to be ratified.

11

Special General Meetings

11.1. Special General Meetings will be called by the Club Collective if summoned to do so by no fewer than ten percent of the membership of the Club.

11.2. The Club Collective may call a Special General Meeting at any time subject to 11.3.

11.3. The Secretary shall give not less than one week's notice of such a meeting to be

communicated to all members.

11.4. A Special General Meeting requires at least ten members to be present in order to be quorate.

11.5. A Special General Meeting shall have powers including but not limited to:

11.5.1. Removing officers from office.

11.5.2. Electing officers.

11.5.3. Removing members of the Club Collective.

11.5.4. Revoking any decision made by the Club Collective, pertaining to either management of the club or the Club Collective's oversight of the Co-operative.

11.6 Any decisions made at a Special General Meeting will require the support of ten percent of the membership of the club, or 4 or more of the Club Collective, to be ratified.

12

Casual Vacancies

12.1. In the event of any casual vacancy among the Chair, Treasurer or Secretary a Special General Meeting will be called by the Club Collective.

12.2. Any Officer or member of the Club Collective so appointed shall hold office only until the next following Annual General Meeting but shall then be eligible for re-election.

13

Purchase and Supply of Intoxicating Liquor

13.1. The purchase and supply of intoxicating liquor for the Club shall be delegated to the Co-operative, which shall arrange for the purchase of intoxicating liquors on behalf of the Club and for the supply thereof to members at prices agreed by the Club Collective.

13.1.1. Regular oversight of purchase and supply for the Club of intoxicating liquor shall be carried out by a Bar Committee of not less than two members, as detailed in Sections 8 and 9.

13.2. The Co-operative shall keep an account of all purchases and receipts, and shall regularly present a report to the Bar Committee, in accordance with section 9, and at every Annual General Meeting present to Club members a record, report and financial statement for the previous year.

13.3. The Bar Committee shall be in no way be restricted in freedom of purchase, and will instruct the Co-operative accordingly. However, the Bar Committee will, insofar as is possible, instruct the Co-operative to buy from local, organic and environmentally friendly companies.

13.4. The sale or supply of intoxicating liquor in the Club shall be permitted within the general licensing in force within the licensing district in which the Club premises are situated and the bar opening hours shall be fixed by the Club.

13.5. Intoxicating liquor shall be sold only in accordance with the terms of any effective licensing document.

14

Licensable Events: Members

14.1. When a licensed event is taking place, the staff on duty will take responsibility for ensuring that the relevant Club rules are enforced via the implementation of satisfactory policies (such as, but not necessarily limited to, checking age and membership status).

14.2. All staff will be given appropriate training and guidance.

14.3. Members must have their membership card (or another form of satisfactory ID) on their person whenever they attend a licensed event. Staff will be supplied with a recent list of members before a licensed event. Admission may be denied if an event attendee is unable to demonstrate that they are a member of the Club, a guest of a member or an

Associate Member.

14.4. Members shall not supply alcohol obtained from the Club to minors, on or off the premises.

14.4.1. The Club has the power to refuse to supply a member with alcohol if they have good reason to believe that the member intends to supply alcohol to minors.

15

Licensable Events: Guests

15.1. The Club, or members of the Club, may invite non-members to licensable events as their guests. The inviting party must introduce their guests to those operating the door upon their entry to the club, once their own membership status has been confirmed.

15.1.1. Upon admission, a method (of which the details may differ for each event) will be employed for the identification of guests after their entry, should such an identification be necessary.

15.2. A guest shall be entitled to the privileges of membership for the duration of their stay, but shall not be allowed to introduce any guests into the Club or take part in the management of the Club.

15.3. The inviting party must stipulate Rules 3.5 and 3.6 to their guests, and may be held responsible for the conduct of guests introduced by them during the period of their stay in the Club.

15.4. Guests may be refused entry on the grounds that they are:

15.4.1. Former members who have been expelled.

15.4.2. Persons who, having applied for membership, have been rejected.

15.4.3. Members who are under suspension.

16

Licensable Events: Associate Members

16.1. The Club Collective may grant associate membership to any member of a registered or licensed club at their discretion. Members of an associate club shall be entitled to the privileges of membership as Associate Members.

16.2. Associate Members may use and enjoy the Club premises and facilities, and will be subject to all Club rules and bylaws, but will not partake in management of the Club.

16.3. Associated Members will be admitted only on production of a valid membership card or qualifying documentation for the Associated Club in question.

16.4. Associate Members may introduce guests, as per Section 15 of these Rules.

16.5. Associate Members may not be admitted if they fall under the categories defined in 15.4.1-3.

16.6. The stipulations of 3.5 and 3.6 also apply to Associated Members and their guests.

17

Licensable Events for members of the General Public

17.1. These, by nature of being licensable, shall be conducted under a Temporary Event Notice, lodged with Leeds City Council and the Superintendent of Police at least two weeks in advance of the event in question.

17.2. The allocation of Temporary Event Notices to proposed events shall be decided by the Co-operative.

17.3. On such occasions organised by the Club when members of the public are invited to the Club premises for a function then those persons shall be entitled to the privileges of membership for those occasions provided that:

17.3.1. No person admitted to the Club by virtue of this role shall be entitled to take part in the management of the Club, nor shall they be able to introduce guests.

17.3.2. Persons admitted to Club under this rule shall be subject to the same rules as members of the Club.

18

Borrowing Powers

18.1. From time to time, the Club Collective may borrow money for the purposes of the Club. The Club Collective may also allow or instruct the Co-operative to borrow money for the purposes of the Club.

18.1.1 The amount of money, rate of interest, repayments and collateral shall be specified in such a resolution at a Club Collective meeting.

18.2. The Club Collective, in consultation with the Co-operative, shall make all decisions about loans, interest, repayments and collateral that they deem to be in the best interest of the Club.

19

Commission

19.1. No person shall at any time be entitled to receive – at the expense of the Club or of any member of the Club – any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club; nor shall any person directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

20

Application of Profit

20.1.1. No money or property of the Club or any gain arising from the carrying on of the Club shall be applied otherwise than for the benefit of the Club as a whole or the furtherance of the objects of the Club in accordance with these Rules and statutory regulations, including payments to the Co-operative for the day-to-day staffing and maintenance of the Club, as in accordance with the Objects of the Club as they appear in section 2.

21

Accounts

21.1. Full accounts of the financial affairs of both the Club, and of the Co-operative (where of relevance to the Club) duly audited by the Auditors of the Club shall be made available to every member at or after (upon request) the Annual General Meeting by the Club Collective or a representative thereof, subject to the conditions in Rule (21.3).

21.2.1. The Club Collective and the Co-operative will jointly decide upon the specific areas of the Co-operative's finances that are of relevance to the Club and produce accounts accordingly.

21.2.2. Any member of the Club can make a request to the FSA to see full accounts of the Co-operative.

21.3. The members of the Club shall in the Annual General Meeting decide every year whether to allow the Club to be exempt from audit for the following year. If the resolution is passed then Rule (21.4) shall come into effect.

21.4. Full accounts of the financial affairs of both the Club, and of the Co-operative (where of relevance to the Club) shall be made available to every member when notice convening the Annual General Meeting is given.

22

Local Residents

22.1. The Club and its members will at all times operate with consideration for its neighbours and community. To facilitate this, the Club Collective or the Co-operative may delegate member(s) to liaise with local residents and communicate any concerns raised with the Club Collective and Co-operative if they cannot be resolved at the time.

23

Bylaws

23.1. The Club Collective or Special General Meeting may from time to time make, vary or revoke bylaws (not inconsistent with these rules) for the regulation of the internal affairs of the Club and the conduct of members.

23.2. All bylaws shall be binding on all members, associate members, and guests.

23.3. Notice of bylaws will be posted prominently inside the Club and be visible upon entry.

24

Modification of Rules

24.1. No major alteration or addition to these rules shall be made except at a Special General Meeting or Annual General Meeting, for which the agenda and particulars have been circulated at least one week in advance.

24.1.1. Minor alterations can be made at any Club Collective Meeting, subject to Rule 8.4.

24.1.2. Any alterations will be distributed immediately to the membership, and an SGM called if they are opposed by any member.

24.2. The Secretary shall as soon as possible and in any case within 28 days of the making of any such alteration or addition to these Rules give written notice of such alteration or addition to the Chief Officer of the Police and to the proper Officer of the Local Authority of the District in which the Club is situated.

25

Disputes

25.1. Any relevant disputes arising out of or not covered by these rules or bylaws shall be referred to a Club Collective Meeting or Special General Meeting.

26

Dissolution

26.1. The Club may be dissolved upon such a determination at a Special General Meeting called specifically for that purpose by the Secretary in accordance with the Club Rules.

26.2. Upon dissolution any property of the Club shall be held in trust by the officers of the club until the satisfaction in full of all debts incurred by the Club prior to the dissolution. Any remaining property may be donated or distributed to another Club, Co-operative or Group of Persons formed in the district with similar objectives.