



## **Newbury Mountain Club – Rules**

### **Rule 1: Follow the UIAA International Mountain Code**

This can be found in full at [http://www.theuiaa.org/upload\\_area/files/1/The Mountain Code.pdf](http://www.theuiaa.org/upload_area/files/1/The_Mountain_Code.pdf). In particular, observe the sections about nature and the environment.

### **Rule 2: Follow the Countryside Code**

This can be found in full at <http://www.ramblers.org.uk/info/britain/countrysidecode.html>.

### **Rule 3: Money**

Where a club member has committed to the organiser of a club meet that he or she will attend the meet:

- Cancellation or non-attendance: the club member is liable to pay their full share of the cost (whether or not a deposit has been paid).
- Partial attendance: the club member is liable to pay their full share.
- The club member is not liable in cases in which the reserved place has subsequently been filled or
- The cost has been fully recuperated by other means.
- The club member is not liable in cases in which the reserved place has been cancelled before the meet organiser has made any bookings.
- The club member is not liable in cases in which the cost has not been clearly stated or estimated in the information supplied by the meet organiser.
- In all cases the amount owed may be reduced or waived at the discretion of the Treasurer. Examples: there are exceptional circumstances preventing attendance; the cost was partially recuperated by other means; there is reasonable doubt about whether the club member really did commit to attending the meet.
  - Example 1: accommodation has been booked for 8 people at a cost of £400; each member who attends pays £50; members who commit to attending but do not do so, also pay £50.
  - Example 2: accommodation for 4 nights has been booked for 8 people at a cost of £400; each member who attends pays £50; a member who spends only 2 nights in the accommodation also pays £50.
- As we regard ourselves as a fully inclusive club, a member may approach a member of the Committee in confidence to request financial support to enable them to attend a club event

### **Rule 4: Subscriptions**

- Subscriptions are due by 31st January each year.
- Membership runs from 1st January to 31st December each year.
- Membership costs are:
  - Ordinary member: £25.00
  - Full-time students, OAPs, unemployed: 50% discount plus if there are any extenuating circumstances.
- New members joining after 30th June pay a reduced membership fee of £15.00

### **Rule 5: Under-18s**

As stated in the Constitution, we do not accept anyone under the age of 18 as a Club Member. Club Members with children should note the following:

- Members can bring their children on camping trips organised by the Club at the trip organisers discretion but will need to provide personal details by completing a membership form.

- Members can bring their children on general Youth Hostel or bunkhouse trips organised by the Club, at the trip organisers discretion and if advertised from the outset. Suitable accommodation must be available for the Member(s) and his/her family. This means that the trip organiser and other participants are happy with the sleeping arrangements. The Member is responsible for checking the availability of suitable accommodation with the location and/or the trip organiser.
- In both of the above cases, Members are wholly responsible for their children, and are also responsible for ensuring other Club Members are not inconvenienced in any way.
- Where Members bring a child on a YH or bunkhouse trip and that child requires one of the beds that has been paid for by the Club, the cost of the place is the same as that of an adult. This is to ensure that the Club does not lose money, and/or other Club members on the trip are not subsidising a child place.
- Members should also be aware of the BMC's Child Protection Policy, details of which are at <http://www.thebmc.co.uk/Download.aspx?id=11>.

Members also have the option of BMC family membership in their own right – see <http://www.thebmc.co.uk/Pages.aspx?page=46>.

### **Rule 6: Meets**

Club members leading groups in mountain terrain shall ensure that the meets organiser is aware of their proposed itinerary, who is in their group and their expected time of return (see Countryside Code above).

#### **Rule 6a: Non-members attending meets**

- Prospective Club members and other non-members can attend any number of evening and single-day walks (i.e. events where no accommodation has been booked by the Club) without paying for Club membership, but will need to provide personal details by completing a membership form.
- Prospective Club members and other new non-members can attend one weekend Club meet before deciding whether or not to join the Club. It is mandatory that a new person who wishes to come on a weekend event attends a club meet prior to booking.
- Prospective/new members are insured by the BMC Civil Liability Insurance Policy when engaging in a club activity, for a trial membership of 3 months, providing the club has a record of their personal details. A club membership form will need to be completed.
- After attending one meet, the non-member is required to join the Club at the current membership rate before booking and attending any further meets for insurance purposes.
- Former Club members who have not paid their membership for the current year are required to rejoin and pay full membership before attending any trip.
- If a situation arises where paid-up Club members are unable to sign up for a trip because the spaces have been filled by non-members who a) are either not on their first trip or b) are previous members who have not rejoined, the trip organiser and/or the Committee has the right to request membership fees from the non-member(s). If they do not pay up, they should not be permitted to attend the trip and the place(s) should be made available to Club members.
- The only exception to the above points is if a trip has not filled up shortly before it is due to take place and the Club is in danger of losing a large amount of money. In this case, the trip organiser has the option to open up the trip to non-members (who could be former members, or friends who have no intention of joining the Club) but will still need to complete a membership form. The choice of using this option and the timing of it are **entirely on a trip-by-trip basis, completely at the trip organiser's discretion**, and should **only** be done with the additional agreement of at least one Club Officer (President, Secretary or Treasurer) once Club members have been given every possible opportunity to sign up for the trip.
- Members need to demonstrate in previous trips attended that they have adequate equipment and experience in mountaineering environments that they may encounter whilst abroad. The trip organiser will make the final decision.
- None of the above applies to children of Club members - for rules on children, see Rule 5.

### **Rule 7: Elections of committee - procedure**

- Secretary to inform club members at least 30 days prior to the AGM which posts are up for re-election.

- President to request nominations from the club members for the committee. Nominations to be received at least 14 days before the AGM. Those committee members wishing to continue in their posts also need to be nominated. At least one week before the AGM, club members shall be provided a list of nominations received by the President. If a post is vacant club members have the right to nominate themselves or others at the AGM without giving any notice. Club members also have the right to decline a nomination if made by others.
- If a post is contested or if too many people put themselves forward to be members of the committee, then a secret ballot must be organised for each contested position. The President has the casting vote.
- The new committee formally takes over from the previous one 14 days after the AGM.

#### **Rule 8: Collection, Storage and Use of Personal Information**

- The Data Protection Act 1998 shall apply to all personal information collected, stored and used by the Newbury Mountain Club, whether they are: current members, lapsed members, prospective members.
- For the purposes of the Act, the following shall apply:
  - Newbury Mountain Club shall be the Data Controller;
  - Notification to the Information Commissioner is not required.
- The Data Controller shall comply with the eight Data Protection Principles. These require the Data Controller to:
  - Process personal data fairly and lawfully;
  - Obtain personal data only for one or more specified and lawful purposes and to ensure that such data is not processed in a manner which is incompatible with the purpose or purposes for which it was obtained;
  - Ensure that personal data is adequate, relevant and not excessive for the purpose or purposes for which it is held;
  - Ensure that personal data is accurate and, where necessary, kept up to date;
  - Ensure that personal data is not kept for any longer than is necessary for the purpose for which it was obtained;
  - Process personal data in accordance with the rights of the individuals to whom the information relates;
  - Ensure that personal data is kept secure;
  - Ensure that personal data is not transferred to a country outside the European Economic Area unless the country to which the information is to be sent ensures an adequate level of protection for the rights (in relation to the information) of the individuals to whom the personal data relates.
- Individuals have the right upon request to see personal information held upon them, and the purpose for which it is intended.

#### **Rule 9: Equipment**

- Club equipment is used entirely at the user's own risk. The individual should check to make sure that it is safe to use before using it and that it is appropriate for its intended purpose
- Club members shall sign for club equipment that they undertake to use in the Equipment Inventory (located in the Storage box) and it will be checked on return to ensure it is in a good condition.

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