

THE NATIONAL OUTDOOR EVENTS ASSOCIATION

CONSTITUTION

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THE NATIONAL OUTDOOR EVENTS ASSOCIATION

CONSTITUTION

1. TITLE

The organisation is and shall be known as “The National Outdoor Event Association” and referred to as NOEA.

2. AIMS AND OBJECTIVES

- a. To promote the interests, status and standards of the outdoor event industry and those concerned in the provision of outdoor events.
- b. To provide, maintain, improve and develop services, facilities, training and amenities for the benefit of the Members of the Association.
- c. To organise, manage and present events of all kinds and to support and encourage the outdoor event industry by the giving of advice, information, training and assistance to bodies organising, presenting, taking part and/or providing goods and services to the outdoor event industry.
- d. To develop contacts and networking opportunities between Members of the Association.
- e. To promote standards of conduct amongst all members that are consistent with the principles of honesty, integrity and “best practice”
- f. To do all such other lawful matters and things as are incidental or conducive to the attainment of the above objects or any one of them.

3. MEMBERSHIP

3.1 There shall be the following categories of membership

3.1.1 Full Membership

This category shall be open to any individual, company, firm, partnership or other organisation actively engaged in the organisation, management or provision of outdoor events, including Local Authorities and providers of goods and services to the industry, including training facilities such as Universities and other training establishments.

3.1.2 Associate Membership

This category shall be open to any person or organisation (whether incorporated or not) which represents the interests of individuals or organisations who are concerned or involved in the outdoor event industry or who are a subsidiary or associated company of any full corporate member. The fee for Associate membership shall be 50% of the fee fixed for annual membership.

3.1.3 Student Membership

This category shall be open to any person that is undergoing any training programme that is directly related to the outdoor event industry and to any person seeking a career in the industry.

3.1.4 Honorary members

The General Council may confer the status of Honorary Member, Honorary Fellow or Honorary President on any individual or organisation for any reason and with any benefits as it sees fit.

3.1.5 Individuals may represent an Organisation they are a member of or may choose to become members (Full, Associate, or Student) in their own right.

3.1.6 Only full members whose subscriptions are paid and up to date shall have voting rights.

3.2 **Appointment to membership.**

3.2.1 Any person or organisation that wishes to become a member of NOEA shall do so by way of an application in writing to the Chief Executive Officer in such form and in such manner as the General Council may from time to time prescribe and shall provide such references as may reasonably be required.

3.2.2

Election to membership shall be by approval of the General Council, either by 2/3rds majority at a Council meeting or by an electronic approval where none of the replying Council Members disapprove, Should there be an objection to electronic approval the election shall be subject to a vote of at least 2/3rds majority either at a subsequent Council meeting or electronically. A provisional approval of membership subject to the provision of references or such other information as the General Council may require

3.3 **Membership fees**

3.3.1 Fees for each category of membership shall be proposed by the Treasurer in consultation with the Chief Executive Officer and General Council and approved at the AGM each year.

3.3.2

Membership fees shall be payable on 1st September on each year. If any member has not paid the fee due by 1st December, that member shall be deemed to have resigned its membership and shall not be entitled (other than at the discretion of the General Council) to be included in NOEA's yearbook nor to make use of NOEA's logo or have any of the other privileges of membership. Members not fully paid up will not be allowed to have a vote at the Annual General Meeting.

3.3.3 The General Council shall be empowered to authorise a reduced membership fee for any person or organisation elected to NOEA between 1st January and 30th June each year.

3.3.4 The General Council may also authorise the waiving of a membership fee if, in exceptional circumstances (such as reciprocal arrangements with another trade or industry body), it considers it in the interests of NOEA to do so.

In the case of full membership any person or organisation elected to NOEA after the 1st November will be eligible to receive a credit towards their second year membership fee to be decided by the Council approximately equivalent to the previous annual membership fee minus 10% of the appropriate annual fee for each month remaining from month of the year when they joined to end of that financial year (31st August)

3.3.5 On becoming a member for the first time, a further “joining fee” may be charged at such an amount or rate as may be set by the General Council.

4 THE GENERAL COUNCIL

4.1 The business of NOEA shall be controlled, conducted and be the responsibility of the General Council and the General Council shall also be responsible for the management of the income, expenditure and property of NOEA. The General Council shall also be empowered to make such decisions as are considered necessary to conduct the business of NOEA.

4.2 Constitution of the Council

The General Council shall consist of:-

- 4.2.1 The President of NOEA
- 4.2.2 Two Vice Presidents
- 4.2.3 A Treasurer
- 4.2.4 A minimum of 6 and a maximum of 10 other elected officers (subject to the right of the General Council to co-opt further officer members pursuant to clause 4.3.6 and 4.3.7 below).

4.3 Election of Council members etc.

- 4.3.1 Each General Council member must be a full member of NOEA, either as an individual or as a representative of any form of organisation that is a full member. No more than one representative of any single organisation may be a member of Council at any given time.
- 4.3.2 Any person wishing to become a Council member or officer shall give notice to the Chief Executive Officer to that effect at least one calendar month before the Annual General Meeting (AGM) each year. Such notice must be seconded by another person who is also a full member of NOEA.
- 4.3.3 Election to the General Council shall, in the first instance be by a simple majority vote of members attending the AGM or voting by post or electronically.
- 4.3.4 Thereafter, Council members will serve for an initial period of two years but may offer themselves for re-election for further periods of two years as often as they choose to do so.
- 4.3.5 A Council member or officer may resign and/or retire at any time and will be deemed to have resigned if he or she has failed to attend 4 consecutive Council meetings without good cause.
- 4.3.6 The General Council may at any time co-opt any full member of NOEA as defined in 4.3.1 above to replace any Council member who has retired, resigned or died or to fill any vacancy on the General Council.
- 4.3.7 The General Council may also in its discretion co-opt further Council members if it considers that it is in the interests of NOEA to do so, provided that any such person puts him/herself forward for election at the next AGM. There shall be no maximum number of persons who may be co-opted under this clause and persons may be co-opted purely for the purpose of serving on one or more sub-committee pursuant to clause 4.4.

- 4.3.8 In the event that for any reason, one or more of the posts of Officer becomes vacant, the General Council may appoint one of its elected members (but not any person co-opted to Council who has not stood for election) for that purpose.
- 4.3.9 The General Council may at any Council meeting, suspend any officer for such period as it thinks fit if it considers that it is in the best interests of NOEA to do so provided that :
- 4.3.10 The Council member has been given at least 14 days notice in writing (or by e-mail) of any proposal or resolution relating to the suspension;
- 4.3.11 The General Council takes into account any representation made by or on behalf of the officer;
- 4.3.12 At least two thirds of the Council members attending the meeting vote in favour of the suspension; and
- 4.3.13 The Council's decision is reported to either the Annual General Meeting or a Special General Meeting and made the subject of a resolution to confirm or otherwise end the period of suspension.

4.4 **Sub-Committees**

- 4.4.1 The General Council shall be empowered to form sub-committees for specific purposes, including but not limited to the following:-
- 4.4.2 A Disciplinary Sub-Committee (to deal with complaints against members)
- 4.4.3 A Rules Sub-Committee (to review the rules of NOEA and to recommend changes to the same)
- 4.4.4 An Annual Convention Sub-Committee (to organise the management and running of the Annual Convention) and
- 4.4.5 An Arbitration Sub-Committee (to seek to resolve disputes between members, where the members have both elected arbitration)
- 4.4.6 Each sub-committee shall be chaired by a Council member and shall comprise of Council members (including Council members co-opted purely for the purpose of serving on the sub-committee) save that in the case of the Arbitration Sub-Committee, any party involved in the arbitration may ask that a member be substituted, in which case any full member of NOEA may act on the sub-committee.

4.5 **Council Meetings**

- 4.5.1 Council meetings shall take place at least four times each year and shall be chaired by the President or in the absence of the President, one of the Vice-

presidents or, in their absence, a Council member nominated by those present, who shall have a casting vote in the event of a tied vote. All votes shall be by a show of hands.

4.5.2 A quorum for meetings of the General Council shall be 5.

4.6 **Expenses**

4.6.1 Council members shall be entitled to re-imbusement of all expenses legitimately incurred in connection with NOEA's business, including attendance at Council meetings and, provided that the Council member is doing so as a member of Council at Regional Conferences but not at the AGM nor at any Special General Meeting. Other than the President, all Council members attending the Annual Convention shall pay their own hotel and travelling expenses and all appropriate delegate fees, unless Council specifically agrees otherwise. All expense claims must be submitted within 12 months and must be supported by appropriate vouchers or evidence to the satisfaction of the Treasurer (and in the Treasurer's case, to the satisfaction of one of the other officers).

5 THE CHIEF EXECUTIVE OFFICER

5.1 The General Council shall appoint a person to act as Chief Executive Officer of NOEA, either as an employee of the Association or under a contract for services and on such terms and conditions (including remuneration) as the General Council think fit.

5.2 The General Council may also appoint such other person or persons to assist the Chief Executive Officer, either as an employee of the Association or under a contract for services and on such terms and conditions (including remuneration) as the General Council think fit.

6 RIGHTS AND PRIVILEGES OF MEMBERS

6.1 **All members shall have the following rights and privileges:-**

- 6.1.1 To have an entry in NOEA's annual Yearbook and to receive a free copy thereof; To have an entry on NOEA's website.
- 6.1.2 To attend and/or exhibit (either by themselves or by one or more employee of the member, and in the case of Universities and other educational establishment members, any student currently enrolled on a relevant course) at the Annual conference and dinner and such Regional conferences as NOEA might from time to time organise, subject to payment of a delegate fee and/or exhibitors fee as appropriate;
- 6.1.3 To receive electronic newsletters and other material produced by NOEA.
- 6.1.4 To be provided with details of other members.

- 6.1.5 To receive 30 minutes free legal advice on matters relating to the Outdoor Event Industry from such firm of solicitors as may be nominated by the General Council from time to time and whose details will appear in the Yearbook.
- 6.1.6 To ask that the Arbitration Sub-Committee resolve any dispute that might arise between the member concerned and another member.

6.2 All members other than Provisional and Student members shall additionally:

- 6.2.1** Be entitled to use the NOEA logo on their websites, letter headings, business cards and other marketing material and to describe themselves as members of NOEA.

6.3 Full members shall additionally be entitled to attend the Annual General Meeting and to vote thereat provided that each corporate, local authority or university member shall be entitled to one vote only.

7 OBLIGATIONS OF MEMBERSHIP

7.1 All Members shall be required to abide by NOEA's Code of Professional Practice which code shall be in such form as approved by the General Council from time to time and any code of professional conduct relating to the member's trade or profession.

7.2 Complaints

- 7.2.1 If a complaint is received about the conduct of any member, the Chief Executive Officer will refer the complaint to all members of the disciplinary sub-committee who will investigate the complaint.
- 7.2.2 If the disciplinary sub-committee considers that the complaint is or might be justified, the Chief Executive Officer shall advise the member of the nature of the complaint (but not the identity of the complainant, unless the complainant has expressly authorised such disclosure) and invite the member to comment.
- 7.2.3 The member shall have 28 days from the date he, she or it is notified of the complaint to respond.
- 7.2.4 On receipt of a response from the member, or at the expiry of 28 days from notification under 7.2.3, the disciplinary sub-committee shall as soon as reasonably practical, further consider the complaint and any response and may:-
- 7.2.5 Request further information from either the complainant(s) and/or the member and allow a reasonable time for further responses,
- 7.2.6 Dismiss the complaint
- 7.2.7 Issue words of advice

- 7.2.8 Reprimand the member
- 7.2.9 Recommend to the General Council that the member be suspended for a period not exceeding 12 months or
- 7.2.10 Recommend to the General Council that the membership be revoked.
- 7.2.11 The member shall be sent notification of the sub-committee's decision within 7 working days.
- 7.2.12 If the sub-committee seeks further information from the member and the member fails to respond within the given time period, the sub-committee shall proceed to make its decision on the known facts and may take any of the steps set out in paras 7.2.4 to 7.2.10 above.
- 7.2.13 If the decision is to issue a reprimand, the member shall have a right of appeal to the General Council. Any appeal must be in writing (or by e-mail) to the Chief Executive Officer and received by the Chief Executive Officer within 14 days of receipt by the member of the decision. The appeal shall be considered at the next Council meeting and the decision of the General Council shall be final.
- 7.2.14 If the decision is to recommend suspension or revocation of membership, the member will be advised of the member's right to make further representations, which must be in writing (or by e-mail) to the Chief Executive Officer and received by the Chief Executive Officer within 14 days of receipt by the member of the decision. The decision shall be considered at the next Council meeting and the General Council, taking into account any representation received from the member may either affirm the recommendation of the disciplinary sub-committee or substitute some other sanction, which must not be more severe than recommended. The decision of the General Council shall be final.
- 7.2.15 **It is a condition of membership that each member agrees that any decision regarding any complaint may be communicated to the complainant, any relevant professional body or other trade association and that NOEA may publish details of the complaint and/or any adjudication thereon in its newsletters, on its website, at any General Meeting and by such other means as the General Council thinks appropriate in the circumstances, having regard to the nature and seriousness of the complaint.**

8 GENERAL MEETINGS

- 8.1 An Annual General Meeting shall be convened no later than 3 months after the end of NOEA's financial year on a date and at a time and place in United Kingdom as may be determined by the General Council.

- 8.2 A Special General Meeting may be convened by the General Council at any time and by not less than 25% of the full members of NOEA when requisitioned by notice in writing (or by e-mail) to the Chief Executive Officer, stating the reason for such a meeting.
- 8.3 The Chief Executive Officer shall send all full members at least 14 days notice in writing or by e-mail (to their last known address) of any General Meeting and that notice of the meeting appears on NOEA's website. A failure to comply with this provision shall not affect the validity of a meeting or any decision taken thereat, unless it can be shown that at least 25% of full members were not notified of the meeting.
- 8.4 The quorum at any general meeting shall not be less than 15 members entitled to vote on the date of the meeting.
- 8.5 All full members present at a General Meeting are entitled to vote (subject to clause 6.3). Full members unable to attend a General Meeting may appoint a full member present at the meeting to vote on their behalf but only on matters of elections to the General Council and provided that the Chief Executive Officer has been notified in writing in advance of the meeting by the absent full member of the name of the full member possessing the proxy vote.
- 8.6 The President, or in his absence, the Vice-President chairing the meeting or in the absence of both the President and both Vice-Presidents, an elected Chairman of the meeting shall, in the event of any vote being tied, have a further casting vote.
- 8.7 Alterations to this Constitution shall only be made following a vote at a General meeting. Any question arising as to the interpretation of matters not specifically provided for shall be determined by the General Council.

9 FINANCE

- 9.1 The Chief Executive Officer and the Hon. Treasurer shall keep proper accounts and shall advise and report to the General Council on all financial matters and shall present to the Annual General Meeting for approval duly audited accounts setting out the transactions for the preceding year.
- 9.2 An accountant shall be appointed at the Annual General Meeting to give an examination of the Final Accounts and approve accordingly.
- 9.3 The General Council shall authorise and oversee the setting up and management of appropriate banking facilities for and in the name of the Association.
- 9.4 Transactions shall be authorised by two of the following, the President, the Hon. Treasurer and such Council members (be they elected or co-opted) as Council may from time to time resolve, provided that the total number of authorised signatories at

any one time shall not exceed 4. These individuals shall be empowered to sign cheques and/or authorise withdrawals.

9.5 The financial year shall be from 1st September.

9.6 No member, employee, contractor, sub-contractor or agent of NOEA may pay, promise to pay, procure or enter into any form of contract that exceeds £2000-00 in either a single or multiple payment or transfer of money or moneys worth for any particular project or reason on behalf of NOEA (excluding a payment to HMRC) without the authority of the Council or in the case of urgent requirement by agreement of at least three members of the Council.

10 DISSOLUTION

10.1 The Association may only be dissolved and its affairs wound up by resolution of a General Meeting expressly convened for the purpose.

10.2 In the event of dissolution, the assets of the Association shall be disposed of in a manner determined by the majority of the Members present at the General Meeting.

10.3 In the event of dissolution, any liabilities of the Association shall be the responsibility equally of all Full Members of the Association and shall be met by the Full Members making a "once only" payment.

Adopted at the Annual General Meeting on the 26th day of November 2013

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