

# **THE DUCHY SHOOTING ASSOCIATION**

## **CONSTITUTION AND RULES**

### **GENERAL**

1. The name of the association shall be "The Duchy Shooting Association" hereinafter called the Association.
2. The object of the Association shall be the encouragement of the skilful and safe use of firearms with a view to raising the standard of shooting amongst Her Majesty's subjects for the better defences of the realm in times of peril.
3. There shall be four categories of membership, namely:
  - Full-bore (which includes Founder and/or Trustee members)
  - Air/Archer (which includes Founder and/or Trustee members)
  - Family
  - Junior

The rights and duties of the said categories are set out at Rule 1 of these Rules.

4. The Personality and realty, the property and the Reserve Account of the Association shall be held by four Trustees whose duties and powers are set out at Rule 4 of these Rules.
5. No alteration or modification of the Constitution should be made acceptable unless by a majority of the Trustees.

### **RULES**

#### **(1) MEMBERSHIP - DEFINITIONS**

- (a) FULL BORE MEMBERS. Full Bore members are those individual members who hold a Firearm Certificate (FAC) or Shot Gun Certificate (SGC) and who shoot small bore and/or full bore and/or smooth bore ballistic weapons and/or FAC-rated air weapons on the 100m range.
- (b) AIR/ARCHER MEMBERS.
  - (i) Air members are those individual members who shoot air rifles and air pistols with muzzle energy within the prescribed legal limits (below 12 foot-pounds or 16.27 Joules) for air rifles and (below 6 foot pounds or 8.14 Joules) for air pistols on the air rifle and air pistol ranges.
  - (ii) Archery members are those individual members who shoot arrows from bows (not crossbows) on the archery range.
- (c) FAMILY MEMBERS. Family members shall be the husband/wife/partner or child/children (10-18 years) of an Association member.

- (d) JUNIOR MEMBERS. Junior Members shall be any persons under the age of 18 and over the age of 10 years and elected by the Range Committee, but who shall always be accompanied and supervised by a person over 18 years of age.
- (e) PROBATIONARY MEMBERS. All the above categories of membership may have Probationary members in them. These individuals are not yet Full members in their respective category, and are to be identified by a white membership card bearing the word 'PROBATIONER'. These Rules and the Range Orders of this Association as they apply in each discipline/category of membership shall apply also to Probationary members as if they were Full members.

## **(2) SPONSORSHIP**

In the case of family members, the member seeking to introduce family members shall be held responsible as sponsor for their behaviour while members of the Association, that is as long as the said family membership continues.

## **(3) THE ASSOCIATION COMMITTEE**

- (a) The Association Committee shall consist of at least three of the four Trustees, who shall solely be responsible for all decisions relating to the grounds and premises as defined in the lease. The Association Committee may be assisted by 2 Full-bore/Air members co-opted by the Association Committee.
- (b) The Reserve Account will be administered by the Association Committee.
- (c) The Association Committee shall meet twelve monthly in any event and whenever called to do so.
- (d) The quorum for the Association Committee shall be 3. Voting shall be decided by a simple majority.

## **(4) THE TRUSTEES.**

- (a) Four persons shall initially be appointed by the Association Committee as Trustees of the Association. They shall be, *ipso facto* by means of their position of Trustees, members of all committees and shall have the duty of holding and conserving the Association realty and personality. On the death or resignation of any one Trustee, the remaining Trustees shall be responsible for appointing a new Trustee in their place. Should the remaining Trustees fail for a period of six calendar months to so appoint, the Range Committee may make the said appointment in their place.
- (b) The Trustees shall not be responsible for the day-to-day financial transactions of the Association, which shall be the duty of the Range Committee. In the case of the Association becoming insolvent they shall have first call on the funds held in the Reserve account, and they shall bear no more responsibility than that of any other Association member unless that said insolvency is caused by their failure to conserve the Reserve account.

## **(5) RANGE COMMITTEE**

- (a) The Range Committee shall consist of Chair, Secretary and Treasurer, together with such other officer positions as are deemed necessary to run and administer the day to day functions of the Association Full-bore/Air members.
- (b) The Range Committee Chair, Secretary and Treasurer shall be elected by the Full Bore/Air members at an appropriate meeting (AGM/EGM)
- (c) Full Bore and Air members of the Range Committee shall be any paid-up Full Bore or Air member(s) elected to, or co-opted as such by, the Range Committee.
- (d) The Range Manager will be appointed by the Trustees in consultation with the Range Committee. (The Range Committee Chair and Range Manager may not always be one and the same person.)
- (e) The Range Committee shall meet monthly or whenever called to do so by the Chair.
- (f) Minutes of such meetings shall be taken by the Committee Secretary and shall be open to inspection by any members of the Association on 7 days' notice to the said Secretary.
- (g) The quorum for the Range Committee shall be 5 which shall include the Secretary, Treasurer or committee members appointed by these officials to act in their place.
- (h) Voting shall be decided by a simple majority and the Chair shall not vote – however in the case of deadlock the Chair shall have a casting vote.
- (i) The funds of the Association, including all donations, contributions and bequests, shall be paid into an account operated by the Range Committee in the name of the Association at such bank or building society as the Range Committee shall from time to time decide. The Association may operate more than one bank account. All cheques drawn on the Association's bank account must be signed by two members of the Range Committee.
- (j) The funds belonging to the Association shall be applied only in furthering the objectives of the Association.

## **(6) SUBSCRIPTIONS**

- (a) Subscriptions shall be payable on the last day of March each year. On the elapse of 28 days of the said date, any member whose subscription is then unpaid shall forfeit the benefit of membership.
- (b) (i) Such membership may be resumed on the payment of a re-joining fee of £25 within six calendar months, together with any unpaid subscription.  
  
(ii) After the elapse of six calendar months without payment the said membership shall lapse entirely and the ex-member concerned shall be required to undergo the normal admission procedures of the Association set out in 'Rules of Membership' at paragraph 7 below and paragraph 2 above.
- (c) The subscription rates shall be those set by the Range Committee and ratified at a suitable meeting (AGM/EGM)

## **(7) RULES OF MEMBERSHIP**

- (a) Persons who wish to become Full Bore club members shall serve **a minimum** three month probationary period before becoming eligible for admission. They must also satisfactorily complete and pass the final tests of the Association's Safe Shooter Scheme, which runs concurrent to the minimum 3 months probation. Full-Bore members must either be holders of (or if not, must actively participate as probationary members in training towards holding) a Firearm Certificate (FAC) issued by their local firearms licensing authority.
- (b) Persons who wish to become Air/Archer members shall serve **a minimum** three month probationary period before becoming eligible for admission. They must also be assessed against and pass the final test of the Association's Safe Shooter Scheme (Air) or (Archery), which runs concurrent to the minimum 3 months probation.
- (c) In the case of a prospective member's non-election, repayment of subscription pro-rata may be made at the discretion of the Range Committee without prejudice.
- (d) In accordance with Home Office rules, a Full Bore member must attend the Association range a minimum of three times in one year in order to justify holding a FAC which is conditioned for use only at the Association range at Zelah. Members who fail to satisfy this requirement will be reported in the Association's mandatory non-compliance report to Devon and Cornwall Police at the end of each calendar year.
- (e) Additionally, Full Bore members must attend the Association range to shoot on a minimum of six occasions during one year whether or not their FAC is conditioned for use only on the Association range at Zelah, or is an open certificate. (The three occasions required under subparagraph (d) above count towards the six shooting attendances required under this paragraph.)
- (f) The Range Committee shall have the absolute right to reject any application for membership without giving reasons and shall likewise have the right to terminate the membership of any member whose conduct they consider to be prejudicial to the well-being of the Association as set out in paragraph 8 below.
- (g) Such termination but not rejection of an application for membership shall be subject to appeal by the member concerned.
- (h) Such appeals as are permitted under subparagraph 7(g) above shall be heard by an Appeal Panel comprising two Trustees of the Association, together with a member of the Range Committee. No members of the Appeal Panel will have been party to the original complaint investigation and hearing taken under Rules 8 or 11. The Panel shall elect one member as Chair at the start of the appeal hearing, and in the case of deadlock the Chair shall have a casting vote. The panel will consider any allegation of failure of process with the original hearing; consider any additional evidence and why it was not submitted to the original hearing, and any other relevant matters the appellant may wish to raise. It will not, however, be a re-hearing of the entire allegation or complaint. Any appellant must bear in mind the need to present all relevant evidence together with any mitigating circumstance for

consideration at the investigatory hearing stage. The decision of the Appeal Panel will be final.

**(8) CONDUCT PREJUDICIAL TO THE WELL-BEING OF THE ASSOCIATION MAY BE DEEMED TO INCLUDE:**

- (a) Conduct on Association premises which causes distress or aggravation to other members or guests, including abusive language and/or unruly behaviour.
- (b) Conduct leading to a breach of any Association rule and most particularly any breach of safety and/or Range Orders of the Association.
- (c) Conduct as outlined in sub-paragraph 8(a) and/or 8(b) but elsewhere than on Association premises, where the individual is representing the Association in any capacity, and which brings the good name and reputation of the Association into disrepute.
- (d) The above examples are not considered exhaustive and each incident will be judged on the circumstances pertaining at the time.

**(9) MEMBERS MEETINGS.**

There are to be two categories of member's meetings:

- (a) The Annual General Meeting (AGM) shall be held on a suitable date each year. Every member shall receive notice of this meeting by email or post at least 14 days before the date on which it is held. Enclosed with the said notice shall be:
  - (i) The minutes of the previous AGM
  - (ii) The Range Committee accounts
  - (iii) An agenda for the meeting
- (b) Extraordinary General Meetings may be held on 28 days' notice and either:
  - (i) By order of the Range Committee
  - (ii) On request to be made to the Range Committee Secretary of at least 20% of the Full Bore/Air Association membership or 50 members whichever is less. Notice of such meeting shall be given to each member together with an agenda 28 days before each meeting. In the case of any proposition to be made at either of the above meetings a full draft of the said proposition must be included in the agenda, together with a short statement by the proposer as to the reason for the proposition made.
- (c) In the case of Extraordinary General Meetings (EGM), any member who wishes to oppose any proposition made may require the Range Committee Secretary to send out a short statement to all members at their expense.
- (d) There shall be a quorum when at least 25% of the number of Full Bore/Air members of the Association for the time being or 20 members of the Association, whichever is less, are present at any general meeting.

- (e) If after 30 minutes from the time stated for the commencement of the meeting there are still insufficient members present to form a quorum, the meeting shall be adjourned to another time and place. The adjourned meeting shall take place within 42 days of the date of the original meeting, or as soon after as is practicable.
- (f) If at the adjourned meeting there are insufficient members present to form a quorum, the meeting will proceed after a delay of 30 minutes unless sufficient members are present before that time to form a quorum.
- (g) No proxy votes shall be allowed – members must attend and vote in person.

#### **(10) VOTING AT GENERAL MEETINGS**

Voting shall be by a show of hands and the decision taken by way of a simple majority. The Chair of the meeting shall not vote but shall in the case of deadlock have a casting vote.

#### **(11) COMPLAINTS**

Any member wishing to make a complaint shall make it to the Range Committee at a regular meeting on 21 days' notice to the Range Committee Secretary.

#### **(12) GUESTS**

Members may bring guests to shoot on the following conditions:

- (a) The guest does not attend more than 4 times in any one year.
- (b) The member vouches for and is responsible for the behaviour of their guest
- (c) The guest if they bring their own weapon produces a suitable authority to certify possession and use of it.
- (d) All non-FAC holding guest attendances are subject to Home Office rules regarding 7 days prior notice to the Range Manager.
- (e) All non-FAC holding guests may shoot only on the nominated 'guest day' – the third Sunday in each month.

#### **(13) ASSOCIATION RULES AND RANGE ORDERS**

All members shall obey these Rules, the Association Range Orders and the verbal orders of the duty Range Officers and other Association officials without delay or question. Breach of this rule shall be grounds for immediate expulsion of the member concerned.

#### **(14) USE OF RANGE BY OTHER CLUBS**

- (a) The Range Committee may let the range for use by other clubs whose activities do not compete with our own Association activities and on such terms as they shall decide.
- (b) Such lettings shall be on two scales or rates:
  - (i) Other shooting clubs or association which are not for profit organisations and do not charge for participation (except membership)
  - (ii) Commercial organisations which charge for participation in their services/courses.
- (c) Such scales or rates are to be made up of two elements:
  - (i) A 'Facilities Charge' which covers the hire of the range and range premises, including the obligatory attendance of the key holder.
  - (ii) A 'per capita' charge for all participants in the event, including instructors or supervisors.
- (d) Any organisation hiring all or any part of the Association range complex shall have in place a current and effective insurance which indemnifies the Association against all eventualities and any and all liabilities arising from the hirer's use and activities on the range complex. Such insurance to be exhibited to the Range Manager before the range booking(s) can be confirmed.

#### **(15) DISSOLUTION**

If the Range Committee in consultation with the Association Committee and the Trustees decides that it is necessary or advisable to dissolve the Association it shall call a meeting of all members of the Association, of which not less than 21 days' notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is supported by two-thirds of those present and voting the Association Committee shall have power to realise any assets held by or on behalf of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other institution or institutions having objects similar to the objects of the Association as the members of the Association may determine.