

## Minutes of the 2019 Annual General Meeting held 28<sup>th</sup> January, 2020

**Present [17]:** Graeme Page (Secretary), Margaret Andison (Committee), Evelyn Brown (Committee), David Ellerington (Committee), Claire O'Sullivan (Committee), Roger Smith (Committee), Ian Storey (Committee), Lyn Boyle, Lynn Ford, Ken Johnson, Josie McGinley, Hedley Oliver, Kishor Raichura, Denise Searle, Ian Thomson, Jean Walker & Ronnie Willison.

**Appointment of Chairperson** - In the total absence of a willing volunteer, Graeme **reluctantly AGREED** to chair the meeting.

**Apologies for Absence [10]** - Anne Marie Forster (Committee), Carol Lonsdale (Committee), Alan Ross (Committee), Phil Harland, Andy McGinley, Ellen Morrison, Mike Morrison, Anne Marie Page, Dek Parmley & Asima Riaz.

**A Minute's Silence** in memory of honorary Club President (Muriel Sauer), was **AGREED** unanimously and duly observed.

**Approval of the Minutes of the 2018 AGM** - the minutes were unanimously **AGREED** as being a correct record.

### **Matters arising from the Minutes of the 2018 AGM:**

❶ **Adverse Winter Conditions** - the Club Committee had subsequently **AGREED** to adopt the AGM suggestion that alternative venues/routes should be devised in anticipation of adverse weather conditions being encountered in 2020;

❷ **Constitution Rule 7.2 "An ice axe must also be carried if winter conditions are likely to be encountered"** - the suggestion that members should be required to be fully trained in use of the axe rather than simply carrying one was unanimously **REJECTED** as this requirement would be extremely difficult to enforce;

❸ **Northumberland National Park Mountain Rescue Team** - it was unanimously **AGREED** to make a £50 donation;

❹ **Publish a list of members' mobile numbers** - this suggestion was unanimously **REJECTED** as it was clearly in breach of the requirements of GDGR.

**Club Constitution Changes** - The following Club Committee proposed changes were duly considered and unanimously **AGREED**:

1) **TITLE** - The title of the Club will be "Gateshead Civic Walking Club".

2) **OBJECTIVES** - The objectives of the Club will be: "To encourage and enable members to participate in organised hill-walking and Club social events".

### **3) MEMBERSHIP**

3.1 Membership will be open to all persons aged 18 years or over. Persons eligible for membership may attend a maximum of **one** organised Club hill-walking event per calendar year as an '**invitee**' before being required to submit an application for membership in order to facilitate, if approved, continued participation in organised Club hill-walking events for the remainder of that calendar year; an '**invitee**' may however attend a maximum of **two** organised Club hill-walking events during their initial calendar year of participation.

3.2 Applications for membership will be made in writing on the form provided for that purpose and signed by the candidate. The candidate's election to membership will be subject to the agreement of the Club Committee.

3.3 Membership of the Club will expire on 31<sup>st</sup> December each year, after which a new application for membership may be submitted.

3.4 The Club Committee will have power to close membership if it is deemed necessary.

3.5 The Club Committee will have power to suspend the membership of any member who offends against the Constitution or bylaws of the Club or whose conduct, in the opinion of the Committee, renders them unfit for continued membership.

### **4) SUBSCRIPTIONS**

4.1 The cost of annual subscription will be £12. The Club Committee will however have power to reduce the cost of subscription after 30th June each year.

4.2 Members who are elected as Officers will not be liable for the cost of subscription.

### **5) MANAGEMENT**

5.1 The management of the Club will be vested in a Committee, which will consist of: Secretary, Assistant Secretary (together called '**the Officers**') and up to ten other members.

5.2 All members of the Club Committee will be elected at the Annual General Meeting and, subject to termination of office by resignation or otherwise, remain in office until successors are elected at the next Annual General Meeting.

5.3 The Club Committee will have power to fill any casual vacancy which may occur.

### **6) BOOKING REQUIREMENTS**

6.1.1 Bookings for an organised Club hill-walking event will only be accepted when made either by e-mail to CivicWalker@Gmail.COM or by phone/text to 07963064198. Bookings for either a Saturday or Sunday event will only be accepted from a member or '**invitee**' on conclusion of the preceding Saturday and/or Sunday event. Any member or '**invitee**' failing to make either an e-mail or phone/text booking will not be allowed to participate in that organised Club hill-walking event.

6.1.2 Any member or '**invitee**' subsequently wishing to cancel a seat on '**Club Provided Transport**' (i.e. minibus or private vehicle being used specifically at the request of the Club) must do so either by e-mail to CivicWalker@Gmail.COM or to the Club's telephone number as specified in the booking confirmation ('**Due Notification**'). No other method of cancellation will be considered valid.

**6.1.3** If ‘*Due Notification*’ of the cancellation of a seat on ‘*Club Provided Transport*’ is received prior to 10:00am on the Friday one week before an organised Club hill-walking event (‘*Timely Notification Deadline*’), no payment will be required and any payment received will be refunded in full by BACS transfer on receipt by the Secretary of the ‘*invitee*’ or member’s bank sort-code and account details.

**6.1.4** If ‘*Due Notification*’ is received after the ‘*Timely Notification Deadline*’, but it is subsequently possible to fully allocate all seats on all ‘*Club Provided Transport*’, no payment will be required and any payment received will be refunded in full by BACS transfer on receipt by the Secretary of the ‘*invitee*’ or member’s bank sort-code and account details. In all other circumstances the fee will remain payable in full.

**6.1.5** Full payment should ideally be received by the Secretary within five working days of the booking. If payment is not received by the Saturday following the walk, a **£1** administration fee will be levied.

**6.1.6** Seats in all ‘*Club Provided Transport*’ will be allocated on a ‘*first come, first served*’ basis. In the event of all seats in all ‘*Club Provided Transport*’ being allocated, a reserve list will be created and the Secretary will, if numbers permit, arrange additional Club provided transport. If this is not practicable, a full refund will be given.

**6.1.7** The driver(s) of all ‘*Club Provided Transport*’ will travel free of charge and a standard mileage rate (based upon the price of unleaded petrol per litre ÷ 6.599) will be paid to members or ‘*invitees*’ by the Secretary upon notification of the mileage incurred from the Civic Centre.

**6.1.8** If a member or ‘*invitee*’ is unable, for whatever reason, to travel in ‘*Club Provided Transport*’ and still wishes to participate in the walk, mileage will not be paid by the Club, however a booking must still be made with the Secretary in respect of all participants. If the required **£5** per participant is not received by the Secretary by the Saturday following the walk, a **£1** administration fee will be levied.

**6.1.9** Members who have either provided or driven ‘*Club Transport*’ will immediately thereafter be able to make a booking for any organized Club hill-walking event for the remainder of that calendar year.

**6.2.1** Bookings for either a Club Week or Weekend event will only be accepted when made either by e-mail to CivicWalker@Gmail.COM or by phone/text to 07963064198. The ‘*initial payment*’ required in order to confirm the booking should ideally be received by the Secretary within five working days. Once in receipt of the required ‘*initial payment*’, each Club member and ‘*invitee*’ will, in the event of subsequent cancellation, remain liable for the full total cost of each bed unless it is possible to fully allocate all beds in all Club organised accommodation. It is therefore respectfully suggested that participants should ideally invest in a suitable holiday cancellation insurance policy.

**6.2.2** A **£10** per participant administration fee will be levied in respect of all organised Club week events together with a **£5** per participant administration fee being levied in respect of all organised Club weekend events.

**6.3** If the Club cancels an event for any reason, a full refund will be given.

**6.4** The Club Committee shall have the absolute discretion to agree to a refund/non-payment of fees in exceptional circumstances. These would include (but are not limited to) where a member or ‘*invitee*’ has a serious injury or illness that prevents them participating in an organised Club hill-walking event or suffers a bereavement.

## **7) SAFETY REQUIREMENTS**

**7.1** Members and ‘*invitees*’ intending to participate in an organised Club hill-walking event must ensure that they have made an e-mail or phone/text booking and must also provide, on the day, full written details of their intended route (with possible variations), the name and telephone number of a person to be contacted in an emergency and sign to confirm that they agree to abide by the Club Indemnity and safety bylaws. The Club also recommend that members and ‘*invitees*’ should carefully consider whether they have the necessary ability and experience to safely complete their intended route in view of the terrain, fell and weather conditions and the hours of daylight.

**7.2** Members and ‘*invitees*’ must wear strong boots with good grips and carry the following items of clothing and personal equipment in a well-fitting rucksack: spare warm clothing, full set of waterproofs, torch, whistle, emergency rations and a survival bag. An ice axe must also be carried if winter conditions are likely to be encountered. In addition, each group of walkers must have access to at least one map, compass and basic first aid kit for the entire walk.

**7.3** Members and ‘*invitees*’ must wear a seat belt when travelling to an organised Club hill-walking event in ‘*Club Provided Transport*’.

**8) ALTERATIONS TO THE CLUB CONSTITUTION** - The Club Committee will have power to alter the Constitution of the Club, but no such alteration will take effect until confirmed at a General Meeting.

**9) BYLAWS** - The Club Committee will have power to make bylaws for regulating the conduct and affairs of the Club, provided that they are not inconsistent with the Constitution of the Club. Such bylaws will be notified to and be binding on all members.

## **10) ANNUAL GENERAL MEETING**

**10.1** The Annual General Meeting will be held not later than 31<sup>st</sup> January each year in order to transact the following business:

**10.1.1** to receive and, if approved, adopt a statement of the Club's Accounts to the end of the current financial year;

**10.1.2** to consider and, if approved by a majority of two-thirds of those members present and voting, sanction any duly made alteration to the Constitution of the Club;

**10.1.3** to appoint the Secretary, Assistant Secretary and other members of the Club Committee;

**10.1.4** to deal with any motions which either the Club Committee or members wish to bring before the meeting;

**10.1.5** to consider making an appropriate Club donation to the Lake District Search and Mountain Rescue Association (*LDSAMRA*) having due regard to the current state of the Club’s finances.

**10.2.1** All proposed alterations to the Constitution of the Club, motions to be considered at the meeting and nominations for the Officers and Committee must be made on the form provided for that purpose and be received by the Secretary by the due date. Motions received after this date may still be considered at the meeting, subject to the prior agreement of the Club Committee.

**10.2.2** At least seven days notice will be given to members of the date, venue and agenda items for the Annual General Meeting.

**10.2.3** If less than three members are nominated for the Officers and Club Committee by the due date, the Secretary will have power to re-elect the retiring Officers and Committee. If less than three retiring members agree to be re-elected, the Secretary will call a General Meeting in order to consider a resolution for the dissolution of the Club.

**11) SPECIAL GENERAL MEETING**

**11.1** A Special General Meeting will be convened by the Secretary within one calendar month of the receipt of a written requisition signed by at least three members, for any of the following purposes:

**11.1.1** to consider and, if approved by a majority of two-thirds of those members present and voting, sanction any duly made alteration to the Constitution of the Club;

**11.1.2** to deal with any motions which either the Club Committee or members wish to bring before the meeting;

**11.1.3** to remove any member or members of the Club Committee from office and to fill any vacancy or vacancies caused by such removal;

**11.2** At least seven days notice will be given to members of the date, venue and agenda items for the Special General Meeting.

**12) CHAIRPERSON'S CASTING VOTE** - At Club Committee and General Meetings those present will elect one of their number to be Chairperson. The person so elected will have a casting vote in the event of an equality of votes.

**13) POSTAL VOTE** - If a member is unable to attend a General Meeting where a ballot is required, a postal vote will be accepted, provided it is made on the form provided for that purpose and it is received by the Secretary by the due date.

**14) QUORUMS**

**14.1** At Club Committee meetings (except for the purpose of expulsions when five members will form a quorum) three will form a quorum.

**14.2** At General Meetings ten members will form a quorum.

**15) INDEMNITY**

As a condition of membership of Gateshead Civic Walking Club and of participation in its activities, members agree and acknowledge:

**15.1** That it has been brought to their attention that many of the Club's activities take place in steep, exposed mountainous or otherwise potentially hazardous terrain;

**15.2** That any children or other legally incapacitated persons who attend the Club's activities at a member's invitation, remain that member's responsibility throughout and he or she agrees to indemnify the Club Committee and all others involved in the organisation or leadership of Club activities ('*the Organisers*') against all liability arising by virtue of that member's '*invitees*' participation in the same;

**15.3** That '*the Organisers*' do not hold themselves out as having any special or particular skills or experience and do not bear any responsibility for members or member's '*invitees*' safety;

**15.4** That '*the Organisers*' shall not be under a duty to effect or maintain insurance cover in respect of death or injury to members or '*invitees*' nor loss of or damage to their property arising from participation in Club activities;

**15.5** That members are responsible for ensuring that they and their '*invitees*' are properly equipped and clothed for each Club activity;

**15.6** That members and '*invitees*' participate in all Club events in the knowledge of all the above facts and in so doing acknowledge that they are a volunteer for the attendant risks and that no liability for death, injury or damage to property arising from members or '*invitees*' participation will attach to '*the Organisers*'.

**16) DISSOLUTION OF THE CLUB** - If at any General Meeting a resolution for the dissolution of the Club is passed by a majority of three-quarters of the members present and voting, the Club Committee will immediately, or at such future date as may be specified in such resolution, proceed to realise the property of the Club and, after discharge of all liabilities, will divide such property equally among all members. On the completion of such discharge, the Club will be dissolved.

**17) HEADINGS** - The Club Constitution headings are for ease of reference only and will not be taken into account in their interpretation.

**Appointment of the 2020 Secretary, Assistant Secretary and Committee** - It was unanimously **AGREED** that the following Officers and Committee members should duly be appointed:

2020 Committee Nominees		
Officers		Other Members
Secretary	Graeme Page	Margaret Andison
		Evelyn Brown
		David Ellerington
		Lynn Ford
		Anne Marie Forster
Assistant Secretary	No Nomination Received	Carol Lonsdale
		Claire O'Sullivan
		Alan Ross
		Roger Smith
		Ian Storey

It was further unanimously **AGREED** that the Club Committee should give due consideration to delegating, where-ever possible, the Secretary's current tasks in order to mitigate against the current obvious single-point of failure.

**2020 Calendar of Events** - the following Club events were unanimously **AGREED**:

Saturday Walks			
1 <sup>st</sup> February	Runswick Bay & Staithes	1 <sup>st</sup> August	
7 <sup>th</sup> March	Ingleby Moor & Greenhow Bank	5 <sup>th</sup> September	
4 <sup>th</sup> April	Horton in Ribblesdale	3 <sup>rd</sup> October	
2 <sup>nd</sup> May	St John's in the Vale	31 <sup>st</sup> October	
6 <sup>th</sup> June	Crummock Water	28 <sup>th</sup> November	
4 <sup>th</sup> July	Honister Pass to Buttermere		

Sunday Walks			
5 <sup>th</sup> January	Wolsingham and the Weardale Way	19 <sup>th</sup> July	
16 <sup>th</sup> February	Hadrian's Wall from Once Brewed	16 <sup>th</sup> August	
29 <sup>th</sup> March		20 <sup>th</sup> September	
19 <sup>th</sup> April		18 <sup>th</sup> October	
17 <sup>th</sup> May		8 <sup>th</sup> November	
28 <sup>th</sup> June		6 <sup>th</sup> December	

David Ellerington, Anne Marie Forster, Carol Lonsdale & Ian Storey had kindly **AGREED** to organize & co-ordinate the above 12 x Sunday walks (membership suggestions welcomed as always).

It was regrettably **AGREED** (one vote against) to delete the following Evening Walks from the Club Calendar given the lack of membership participation in 2019:

Evening Walks			
27 <sup>th</sup> April		13 <sup>th</sup> July	
11 <sup>th</sup> May		10 <sup>th</sup> August	
15 <sup>th</sup> June		14 <sup>th</sup> September	

2020 Weekend Events			
Patterdale	12 <sup>th</sup> to 16 <sup>th</sup> March		

It was **NOTED** that Liz Beech, Lyn Boyle, Lynn Ford, Anne Marie Forster, Jane Gerono, Paul Gertig, Pauline Gertig, Ian Goodman, Natalie Goodman, Andy Nixon, Carol Lonsdale, Claire O'Sullivan, Neil Waite & Ronnie Willison were all booked in for a four-night stay (Thursday, Friday, Saturday & Sunday) on the magnificent Patterdale Hall Estate (on Ullswater, Lake District) for a hugely discounted £75. Claire O'Sullivan was kindly organising this event on behalf of the Club.

2020 Week Events			
Bearnock Lodge	23 <sup>rd</sup> to 30 <sup>th</sup> May		

It was **NOTED** that Lyn Boyle, Theresa Costello, Lynn Ford, Anne Marie Forster, Paul Gertig, Pauline Gertig, Ian Hammond, Carol Lonsdale, Malcolm McVey, Ellen Morrison, Mike Morrison, Claire O'Sullivan, Andy Nixon, Ian Storey, Neil Waite & Ronnie Willison were all booked in for a seven-night stay in the 'Visit Scotland' 5-star awarded Bearnock Lodge, near Inverness for a maximum of £204.50 per participant. Lynn Ford was kindly organising this event on behalf of the Club.

**Secretary's Report** - Graeme presented a written report and Statement of Accounts to the meeting indicating that:

There had been 9 x Saturday, 11 x Sunday and 4 x Evening Club events in 2019, the vast majority of which had been very well supported;

Club membership stood at 50 which represented a net decrease of 8 member since 2018;

the Club now had **£4417.40** which represented a £1467.03 profit over the course of 2019;

Minibus fares had duly been reduced to £15;

Graeme was indebted to all Club Committee members (Margaret Andison, Evelyn Brown, David Ellerington, Anne Marie Forster, Carol Lonsdale, Claire O'Sullivan, Alan Ross, Roger Smith & Ian Storey) for their ongoing individual and collective contribution towards the organisation of Club events and activities;

Graeme thanked both Ken Johnson for kindly using his car as Club transport and Martin Warriner for sharing in the minibus driving duties/responsibilities in his unavoidable absence;

Graeme thanked David Ellerington, Anne Marie Forster, Carol Lonsdale, Claire O'Sullivan & Ian Storey for their efforts in organising evening & Sunday walks and Claire for kindly organising the Patterdale weekend event;

Finally, he thanked the membership as a whole for their continued support of the Club in 2019.

A vote of thanks from the AGM to Graeme in recognition of all his hard work and continued support for the Club was unanimously **AGREED**.

### 8 Motions: -

- 1 It was unanimously **AGREED** to donate £100 to the Lake District Search and Mountain Rescue Association (LDSAMRA);
- 2 It was unanimously **AGREED** that in view of the improved financial position, minibus fares should be reduced from £15 to £12 until further notice.

### Any other Business:

1 **Indemnity Insurance** - it was unanimously **AGREED** to ratify the Club Committee's decision to renew for 2020 at a cost of £114.00.

To Whom It May Concern

Gateshead Civic Walking Club



#### COMMUNITY GROUPS, CHARITIES AND TRUSTEES COMBINED INSURANCE CERTIFICATE



This is to confirm that we are the insurance advisers for the above organisation and arrange the following cover on their behalf:

##### Employers Liability

Insurers : Markel International Insurance Co Ltd [Scheme]  
Policy Number : SC2100F200YR/8/564  
Limit of Indemnity : £10,000,000  
Renewal Date : 15 January 2021

##### Public/Products Liability

Insurers : Markel International Insurance Co Ltd [Scheme]  
Policy Number : SC2100F200YR/8/564  
Limit of Indemnity : £1,000,000  
Renewal Date : 15 January 2021

Signed :  Dated: 17 December 2019

THIS IS TO CERTIFY that in accordance with authorisation granted under the Certificate Number stated below to the undersigned by Markel International Insurance Company Ltd (hereinafter "Underwriters"), which shall be supplied on application by reference to the Binding Authority Number MKL201601, and in consideration of the premium specified herein, the Underwriters are hereby bound to insure in accordance with the terms and conditions herein or endorsed hereon.

##### SCHEDULE

<b>CERTIFICATE NUMBER:</b>	SC2100F200YR/8/564
<b>Assured:</b>	Gateshead Civic Walking Club
<b>Period of Insurance:</b>	15/01/2020 to 14/01/2021 (both dates inclusive)
<b>Operative Insuring Clauses:</b>	1, 2,
<b>Sum(s) Insured and Limits of Indemnity:</b>	As stated in the Schedule of Sum(s) Insured and Limit(s) of Indemnity
<b>Premium:</b>	£75.00 (+ IPT @ 12% = £9.00) = £84.00 And our Fee of £30

IN WITNESS whereof this Certificate has been signed by :

On behalf of Markel International Insurance Company Ltd.



Dated: 17 December 2019

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2 **Club Transport** - as Martin Warriner's Club membership had now lapsed (together with Jennifer Cole, Emma Farr, Ian Hammond, Phil Hesketh, Anna Hope, Kathleen McIntyre, Christine Moran, Bernadette Morrow, Andy Nixon, Dave Pyle, Jon Robinson & Alan Ross) this effectively means that Graeme is the only remaining authorised Council minibus driver going forwards. Martin has however kindly volunteered to assist when possible. It was unanimously **AGREED** that whenever supplementary private vehicles were required to be used as Club provided transport, the Secretary should in future make direct reference to responses provided on individual Membership Application Forms to the question "***If you have access to a car, would you be prepared, if necessary, to use it once per calendar year to supplement Club transport and enable more than 17 members to participate?***" It was further unanimously **AGREED** that the Club Committee should, as a matter of urgency, investigate the costs of securing alternative Club minibus transport, possibly including driver, as a matter of urgency.