



## **RULES OF THE GUILDFORD AND DISTRICT GROUP OF ADVANCED MOTORISTS**

The Guildford and District Group of Advanced Motorists are an Official Provider to the Institute of Advanced Motorists (IAM) charity. Therefore, the Group must follow the Rules of Affiliation for Groups laid down by the IAM in their Group Affiliate Handbook, v 3.0, March 2019.

### **IAM GROUP RULES OF AFFILIATION**

#### **1 ORGANISATION**

- 1.1 The name of the Group is “The Guildford and District Group of Advanced Motorists” (hereinafter referred to as “the Group” and normally known as “Guildford Advanced Motorists”) affiliated to the Institute of Advanced Motorists (IAM). (The Institute of Advanced Motorists is hereinafter referred to as “the IAM”).
- 1.2 Affiliation to the IAM does not authorise any representation which would involve the IAM in any liability whatsoever.
- 1.3 The IAM shall have the power to cancel the affiliation of the Group from time to time in its absolute discretion and to restore such affiliation upon such terms as it sees fit, provided that the Group shall first be given the right of appeal to the IAM’s Council.
- 1.4 The name, scope and geographic area of operation of the Group may be defined by the Council of the IAM. Any intended change will not be implemented without prior advice to the Group Committee.

#### **MEMBERS**

- 1.5 Group Full Members must be current Members of the IAM.
- 1.6 The Group Committee may invite IAM Members or non-IAM Members to be a President or a Vice-President of the Group. Non-IAM Members holding such positions must not describe themselves as Members of the IAM.
- 1.7 Group Honorary Members are permitted in recognition of past membership of and services to the Group but must be fully paid up Members of the IAM. If they become active on the Group Committee or in Observing, the Group subscription must be paid.
- 1.8 The Group Committee shall be obliged to accept as a Group Full Member a current Member of the IAM on completion of the Group application form and payment of the annual Group subscription. The Group Committee is not necessarily obliged to accept an application from a person who has previously been expelled from any Group but in such cases the IAM Member has the right of appeal to the IAM.

#### **ASSOCIATES**

- 1.9 The Group Committee may accept as Group Associate Members persons desirous of becoming full Group Members on such financial terms as the Group Committee may have notified to the IAM's Chief Executive.



- 1.10 Group Associate Members may continue as such for a period of up to one year only, during which time they must endeavour to be accepted into full IAM membership. In individual cases where there are special circumstances this period may be extended by specific decision of the Group Committee.

#### FRIENDS

- 1.11 In the absence of special reasons rendering a particular applicant unacceptable, in the reasonable opinion of the Group Committee, it must accept applications from the general public to become Group Friends, on such terms as the Group Committee may decide.

This category is not intended for those who have been Group Full Members, for those who have been and are no longer IAM Members, or for those who have been Group Associate Members unless they have taken and failed the IAM Advanced Test, and may only be awarded by individual decision of the Group Committee.

- 1.12 The only Group membership categories permitted are Group Full Member, Group Associate Member, Group Honorary Member, and Group Friend.
- 1.13 Any proposed changes to the Group subscriptions for any Membership category must be notified to the Chief Executive of the IAM before being put before the Group membership for approval (or before implementation, where the Committee has been empowered to make such changes without specific membership approval).

## **2 OBJECTS AND POWERS**

- 2.1 The objects of the Group are for the public benefit to promote the improvement of the standard of driving and the advancement of road safety.
- 2.2 In furtherance of the above-mentioned objects but not further or otherwise the Group shall have the following powers:
- (a) to encourage and assist motorists to become Members of the IAM and to maintain their IAM Membership.
  - (b) to publicise the IAM and its work throughout the area.
  - (c) to provide road safety and competitive events for Group Full Members, Group Associate Members, Group Honorary Members, Group Friends and members of the general public. Driving events on a public road must not be timed.
  - (d) to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and courses.
  - (e) to cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, such papers, books, periodicals, pamphlets or other documents or films or recorded tapes (whether audio or visual or both) as shall further the said objects.
  - (f) to raise funds and invite and receive contributions from any person or persons whatsoever by way of subscriptions and otherwise, provided that the Group shall not undertake permanent trading activities in raising funds for the said objects.



- (g) to invest the monies of the Group not immediately required for the said objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law.
- (h) to do all such other lawful things as are necessary for the attainment of the said objects.

### **3 CONSTITUTION OF THE GROUP**

- 3.1 The Group Committee shall consist of fully paid up Group Full Members who are current Members of the IAM. It shall consist of Officers [a Chairperson, Secretary, Treasurer and a Vice Chairperson (if required)] and a minimum of three other Group Full Members all duly elected at an Annual General Meeting. The total number of the Group Committee Members shall not exceed twenty.
- 3.2 No Group Full Member may serve as a Group Committee Officer whilst holding an Officer position in another IAM affiliated Group, nor in a similar organisation where this will create a conflict of interest. Any Group Full Member denied eligibility on these grounds shall have the right of appeal to the Council of the IAM.
- 3.3 Members disqualified by law from acting as a Charity Trustee are not eligible to serve on the Group Committee.
- 3.4 All Officers and one-third of the remainder of the Group Committee Members must retire annually by rotation and may offer themselves for re-election by Group Full Members at the Annual General Meeting held each year.
- 3.5 Nominations for Committee Members shall be made in writing to the Secretary and received not less than seven days prior to an AGM. Nominations must be proposed and seconded by Group Full Members and have the signed approval of the nominee. Nominations will only be accepted from the floor of the Meeting if a written nomination for that Committee position has not been received and the person nominated from the floor is present and agrees to be so nominated.
- 3.6 The Council of the IAM reserves the right to appoint a senior representative of the IAM to the Group Committee (without voting rights). Senior representatives appointed by the Council shall be authorised to attend Group Committee Meetings (without voting rights).

### **4 DUTIES AND RESPONSIBILITIES OF THE GROUP COMMITTEE**

- 4.1 To further the objects of the Group.
- 4.2 To encourage and assist motorists to become Members of the IAM.
- 4.3 To foster and maintain interest in the IAM amongst Members and to keep them informed by way of a periodic Newsletter.
- 4.4 To make arrangements for road safety and other events which further the objects of the Group.
- 4.5 To ensure that no Group Member derives any pecuniary benefit from Group resources through their membership of the Group.
- 4.6 The Group Committee must seek to ensure that all Group Full Members are current IAM Members and must not renew the Group membership of any Group Full Member where it is known that their IAM Membership has ceased.
- 4.7 Generally to co-operate with the Council of the IAM.



- 4.8 To record and retain Minutes of meetings of the Committee, AGMs and EGMs for a minimum of ten years.

#### MEETINGS

- 4.9 The Group committee shall call ordinary meetings of the Group Committee at least once every three months.
- 4.10 A Chairperson shall have a casting vote.
- 4.11 A quorum of the Group Committee shall be one third of all Committee Members or three, whichever is the greater.

#### ANNUAL GENERAL MEETINGS (AGM) AND EXTRAORDINARY GENERAL MEETINGS (EGM)

- 4.12 An AGM must be held once in every calendar year and within 18 months of the previous AGM. At least 21 days but not more than 60 days notice shall be given in writing to the Group Full Members. (Publication in the Group Newsletter shall be deemed sufficient if it is received by all Group Full Members to provide at least 21 but not more than 60 days notice.)
- 4.13 An EGM may be called at any time by the Committee to deal with any items deemed by the Committee to be special business. At least 21 days but not more than 60 days notice stating the business to be discussed shall be given in writing to Group Full Members.
- 4.14 Group Full Members also have the right to call an EGM. The matter/s for discussion must be put in writing, stating the business to be considered, and signed by at least 5 Group Full Members or five percent of the total number of Group Full Members, whichever is the greater, and forwarded to the Group Secretary who will call an EGM within 36 days. The notice from the Group secretary to the Group Full Members shall be in writing giving a minimum of 7 days notice, and state the business to be discussed.
- 4.15 A quorum for an Annual General Meeting or Extraordinary General Meeting shall be 5 Group Full Members or five per cent of the total number of Group Full Members, whichever number is greater.

#### FINANCE

- 4.16 To ensure that all Third Party Liabilities and Group Assets are covered at all times by an adequate policy of insurance.
- 4.17 To consider and, if decided appropriate by the Group and approved by the Charity Commission (in England and Wales), OSCR (in Scotland) and HMRC (in Northern Ireland) to arrange and maintain Trustee Indemnity Insurance.
- 4.18 To open and operate a Bank or Building Society Account in the name of the Group. The Group Committee shall authorise in writing the Treasurer, the Secretary and two or more other members of the Group Committee to sign cheques on behalf of the Group. All cheques shall be signed by not less than two of the authorised signatories.
- 4.19 To maintain and keep proper records of the Receipts and Payments and the Assets and Liabilities of the Group. These are to be retained for at least seven years.
- 4.20 To apply the funds belonging to the Group only for purposes in furthering the objects of the Group.



- 4.21 To have prepared annual accounts and reports which are approved by the Group Committee, submitted to Group Full Members in general meeting (normally the AGM) and then sent to the IAM's Chief Executive.

#### GENERAL

- 4.22 To respect the IAM's copyright in its badge or logo, to use these in Group literature in the form allowed by the IAM and to endeavour to prevent the badge or logo from being otherwise reproduced without the consent of the Council of the IAM and to report to the Chief Executive of the IAM any such reproduction.
- 4.23 To endeavour to ensure that the good name of the IAM and the Group is maintained and is not brought into disrepute by the conduct of any Group Member.
- 4.24 To refer to the IAM Council for guidance in the event of any difficulties which may arise.

#### RULES

- 4.25 Groups are not permitted to add to or amend in any way the Group Rules of Affiliation. Committee Standing Orders or Group Local Rules are permitted but these cannot contradict the Group Rules of Affiliation or be contrary to the aims or constitution of the IAM.
- 4.26 Changes to the Group Rules of Affiliation may only be made by the IAM's Council. The Charity Commission and HMRC Statutory Regulations will always take precedence over Group Rules.
- 4.27 Any proposal to choose or alter a Group name must be submitted to the IAM's Chief Executive for the approval of the Council of the IAM.

#### EXPULSION

- 4.28 The Group Committee may expel a Group Full Member, Group Associate Member, Group Honorary Member or Group Friend from the Group for conduct inconsistent with the aims and objects of the IAM and/or Group, but any such person shall first be given the opportunity to submit representations to the Group Committee and shall always have the right to appeal to the Council of the IAM.

#### WINDING-UP

- 4.29 If the Group Committee by a simple majority decides at any time that on the grounds of expense or otherwise it is necessary or advisable to wind up the Group, it shall call a meeting of all Group Full Members, of which meeting not less than 21 days but not more than 60 days notice in writing shall be given. If such decision shall be confirmed by a two-thirds majority of those present and voting at such meeting, the Group Committee shall wind up the Group.

Any surplus assets remaining after the settlement of all liabilities shall be handed over to the Council of the IAM to be applied for the IAM's charitable objects. If the IAM is no longer in existence when the Group is wound up, then the surplus assets shall be paid to such charity or charities as the Group Committee shall select; to be applied for similar charitable purposes.

-----



## **GUILDFORD AND DISTRICT GROUP OF ADVANCED MOTORISTS**

### **LOCAL RULES**

These Local Rules are in addition to and aligned with the IAM Rules of Affiliation for Groups laid down by the IAM in their Group Affiliate Handbook, v 3.0, March 2019, and have the same status as the IAM Rules.

#### **1 ORGANISATION**

##### **MEMBERS**

- 1.6(a) Presidents or Vice-Presidents may be recommended by the Group Committee and have their positions confirmed at a General Meeting and annually thereafter.
- 1.7(a) Group Honorary Members shall have full voting rights.

##### **ASSOCIATES**

- 1.10(a) Group Associate Members do not have voting rights. Group Associates who attain full IAM Membership will be accepted as a Group Full Member for the remainder of the current Group financial year.

##### **FRIENDS**

- 1.11(a) Group Friends shall pay the annual subscription, but may not be described as Members and do not have voting rights.
- 1.12(a) All categories of membership are subject to the rules of the Group and a copy of the current rules shall be made available to each Full Member, Associate and Friend.
- 1.14 Subscriptions and fees shall be reviewed by the Group Committee at least annually and the rate for the coming year shall be published in the Group Newsletter. Subscriptions for Full Members and Friends are due in advance on 1<sup>st</sup> April each year. Members joining after 31<sup>st</sup> December in any year will be deemed to have paid to 31<sup>st</sup> March in the following financial year (15 months later).
- 1.15 Associate Fees are for twelve months from the date of acceptance. Associates transferring to Full Membership during the Group financial year will be deemed to have paid their Group subscription to 31<sup>st</sup> March in that financial year.
- 1.16 If two or more persons living at one address are Group Full Members, a joint subscription may be paid as determined by the Committee, and only one Newsletter provided.
- 1.17 A Full Member transferring from another Group affiliated to the IAM shall be accepted as a Full Member of the Group for the current financial year without further payment. Evidence of current IAM and previous Group Membership shall be required.
- 1.18 Any Member or Associate may resign from the Group by giving notice in writing to the Secretary. Termination of Membership or Association shall not entitle the Member or Associate to a refund of any part of their subscription or fees or relieve them of any debts due to the Group.
- 1.19 Any Member whose subscription is three months overdue shall automatically have their Membership terminated.



### **3 CONSTITUTION OF THE GROUP**

- 3.1(a) To be eligible for election as an Officer, the nominee shall have previously served for at least six months on the Group Committee.

The Group Committee has the power to co-opt other Members for a special event or purpose, and to form sub-committees.

At the first Group Committee meeting after the AGM, the Committee Members shall allocate the other Committee appointments.

A Committee member not attending three consecutive meetings without good reason shall forfeit their position on the Committee. The Committee may fill the position without recourse to a General Meeting except in the case of an Officer defaulting in which case an EGM shall be called. Any Officer or Group Committee Member may be suspended by majority vote of the Group Committee and the matter referred to a General Meeting within three months.

### **4 DUTIES AND RESPONSIBILITIES OF THE GROUP COMMITTEE**

#### **MEETINGS**

- 4.10(a) In the absence of the Chairperson, the Vice Chairperson or other Officer shall have a casting vote.

#### **ANNUAL GENERAL MEETINGS AND EXTRAORDINARY GENERAL MEETINGS**

- 4.15(a) Members who wish to vote at a General Meeting but are unable to attend may communicate their intentions in writing to the Secretary at least 48 hours in advance of the meeting; the Secretary shall ensure that votes are cast in accordance with the said wishes.
- 4.20(a) Group Committee members are authorised to spend up to £100 on Group related purchases in an exceptional event provided that they communicate in writing all the details of that expenditure to the Group Treasurer without delay. In normal circumstances the approval of the Group Committee is required for all expenditure.
- 4.21(a) Full Group Members at the AGM shall make arrangements to appoint auditors for the coming year; auditors shall not be Group Committee Members.

### **5 GROUP PROPERTY**

- 5.1 Any Group member who has control of or use of Group property shall be responsible for its care and safe keeping whilst under their control. Any person negligently or wilfully damaging Group property shall be required to indemnify the Group for such damage.

### **6 INTERPRETATION**

- 6.1 Any matter concerning the Group which is not covered by these Rules shall be determined by the Group Committee.
- 6.2 Any question of interpretation of these Rules shall be determined by the Group Committee. In any matter requiring arbitration, the decision of the Council of the IAM shall be final.