



## THE ROOM NETWORKING, BEDFORD

### OUR CONSTITUTION

As of 1 May 2018

This Constitution forms the rules and regulations of The Room Networking, Bedford.

#### Interpretation

The definitions in this section apply to the Constitution and in any other agreement or arrangement with members.

#### 1. Definitions

The following definitions apply:

**Management Team:** The Management Team will consist of the Club Chairman, the Club Treasurer and the Club Membership Coordinator, and any other members appointed to Club management roles by the Management Team. The Chairman will have the casting vote.

The current Management Team is:

Dave Holland (Club Chairman)

Nigel Bywater (Club Treasurer)

David Hearn (Club Membership Coordinator)

**The Group:** The Room networking group, Bedford, (the “Group”) is a business networking club. Its registered address is The Room Bedford, c/o Second Floor, 46-46a High Street. Olney, MK46 4BE.

The Group is a collection of members accepted by the Management Team for the purpose of promoting the interests of member businesses. No member’s business may be in conflict with any other member’s business.

**Intellectual Property Rights:** The names, all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Website:** The Group’s website is: <http://www.theroom.network>

**Member:** A member of the Group is a person or business accepted into membership of the Group by the Management Team.

**Group’s Bank Account:** The Room Bedford, National Westminster Bank. Sort code 60-16-45; Account no. 83617949.

## 2.

2.1 Data subject, personal data, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Act 1998 and the General Data Protection Regulation.

2.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Constitution.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.9 A reference to writing or written includes faxes but not e-mail.

2.10 Reference to clauses and schedules are to the clauses and schedules of this Constitution and references to paragraphs are to paragraphs of the relevant schedule.

2.11 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

### **3. Members acknowledge that:**

3.1 (a) All Intellectual property Rights in the data and the materials are the property of the Group.

(b) The Group shall have no rights in or to the data or the materials or Name other than the right to use them in accordance with the Constitution as a Member of a Group.

3.2 Members shall co-operate with the Group to protect the goodwill and reputation of the Group and, without limitation, shall comply with the terms set out herein.

3.3 A member shall not be entitled to use the intellectual property rights of the Group for any purpose save in the pursuit of the Group's legitimate overriding objectives, in accordance with this Constitution and as a member of a Group.

3.4 Members will, at all times, act honourably in matters relating or affecting the Group and will promote where they can, the overriding objectives of the Group.

### **4. Overriding Objective of the Group**

The overriding objective of the Group is to promote and develop business relationships and connections between members and their associates and acquaintances, with the intention of generating business for its members, pursuing matters of mutual interest, and recruiting those associates and acquaintances into the Group as new members.

### **5. Group Management Duties**

5.1 The Club Chairman ("Chairman")

The Chairman will manage the Group and its Group meetings.

5.2 The Club Treasurer ("Treasurer")

The Treasurer will manage the Group's finances and account for all receipts and expenditure, and report to the Group's members on matters relating to subscriptions, level of subscriptions and outstanding fees.

5.3 The Club Membership Coordinator ("Membership Coordinator")

The Membership Coordinator's role will be to promote and support the growth of the Group's membership base, and to organise the Management Team for purposes of the same.

## **6. Appointment of Group Management Team**

6.1 The Group members will elect from time to time, as agreed by the members, a Chairman, a Treasurer and a Membership Coordinator.

## **7. Delegation of Functions by Management Team**

The Management Team may delegate aspects of the running of the Group, and specific Group functions, to appointed members, subject to agreement and approval by the members.

## **8. Membership application**

Any person wishing to apply to become a member will find an application form for membership on the Group website at <http://www.theroom.network>

The application form should be completed and submitted online. Where applicant disability makes it difficult or impossible for the application to be completed in this way, a reasonable alternative application process will be provided.

## **9. Membership criteria**

Anyone who is not less than 18 years of age and is in business and who, in the opinion of the Group's Management Team, will further the interests of the Group and the Group.

## **10. Admitting new members**

A prospective member must apply by completing the appropriate application on the website or by another agreed method (see 8. above) and membership is then considered by the Membership Coordinator and approved by the Management Team.

## **11. New Member Mentoring**

11.1 A member may be asked to mentor a new member and, if the member approached to provide the mentoring accepts the request, which is not obligatory, he will be provided with appropriate mentoring guidance by the Management Team.

11.2 The purpose of mentoring is to ensure that new members start to benefit from membership of the group as rapidly as possible. The member who is mentoring the new member will, as a minimum, introduce the new member to the objectives of the Group, and explain how to generate business and how to react to business referred by other members.

## **12. Members' Rights and Responsibilities**

12.1 The member will attend the Group's weekly meetings and if unavailable will endeavour to appoint a representative ("sub") for their business at that meeting.

12.2 Members will be expected to participate in the meetings principally by referring business to other members within the Group, but also by asking questions, contributing information, goodwill and good humour, and networking in the room before the meeting proper starts and after it finishes.

12.3 The Group recognises the primacy of members' commitments to the day-to-day running of their businesses, to their health, and to their families and loved ones, and fully accepts that correspondingly reasonable allowances in regard of attendance must be made where necessary.

### **13. Membership Guarantee**

13.1 The Group offers a guarantee to its members whereby if a member does not invoice more than their joining fee in the first 6 months of being a member, has attended a minimum of 75% of meetings since joining, and has not changed their business category or been instructed to change their business category, the Group will refund that member the joining fee.

13.2 Should a member change business category, or be instructed to change business category, during the first six months of their membership, the six month period will recommence on the date of the change of business category.

### **14. Meeting Agenda and Script**

14.1 The Group will recommend to the Management Team a combined Agenda and meeting script for use in Group meetings. This must enable existing members to participate fully in the meeting, but it must also explain the Group's and the meeting's workings, processes and benefits to the visitors present, to clearly convey the positive aspects of membership.

14.2 The Management Team may edit the agenda and meeting script to suit any particular Group meeting, provided the alteration is within the overriding objective of the Group.

14.3 The Group may insist on any Group's agenda being varied to accord with the Group's overriding objective and where it is in the interest of the Group.

### **15. Business Category Exclusivity**

There will only be one member representing each category of business in each Group, as determined by the Group's Management Team.

### **16. Alternative Membership Types**

The Group may at any time in the future decide to open a new category of membership, for example, 'Associate Member' whose terms will be determined by the Group.

### **17 . Membership of other Groups**

There is no restriction on any member being a member of any other networking group or networking referral group, or otherwise.

## **18. Visitors**

18.1 It is essential to the Group that its members bring new and repeat visitors to the meetings, with the objective of encouraging the visitors to join as members. (This is *in addition* to fielding replacements, or “subs, when members can’t attend a meeting themselves).

18.2 Visitors’ businesses must not conflict directly with the business activities of any other members.

18.2 Each visitor is a potential new member, but also is a potential new source of business for, or product or service supply to, members within the Group.

18.3 Members may give business referrals to, and receive them from, visitors - but the primary objective is for such giving and receiving to take place as a result of the visitor having become a member.

18.4 On inviting a visitor to a Group meeting, the member will need to promote the Group, and provide the visitor with sufficient information regarding the meetings, particularly as the visitor will be required to briefly introduce their own business.

18.5 The inviting member should advise the visitor to bring business cards and any promotional literature they consider would be helpful to other members of the Group in understanding their business.

18.6 When visitors attend a meeting, they should be made to feel welcome and introduced to other members (particularly those for whom their services might be a particularly good complement or fit), with a view both to promoting their own business and generating business for members.

18.7 Members should demonstrate an active interest in the visitors’ businesses and engage them in friendly dialogue. It is important that visitors are not in any way disregarded or ignored at a meeting. Effort should be made to ensure their complete involvement within the meeting and to say goodbye to them when they leave, to ensure a lasting pleasant impression.

18.8 Visitors (not subs) must pay the breakfast fee, as determined from time to time, to the Treasurer, on the morning they attend the group, in cash.

18.9 During the meeting, or at the end of the meeting, the visitor should be told how they can submit a membership application online and will be informed of the fees for joining. Any questions raised by the visitor should be answered by a member, or a member of the Management Team.

18.91 A follow up email should be sent from the member who has invited a visitor to that visitor, to ascertain if they enjoyed the meeting and to gauge their interest in joining. This should be communicated to the Management Team for the purposes of their offering further support in securing the membership where necessary.

## **20. Meetings**

Location:

21.1 The Group determines that the members will meet weekly in accordance with decisions made by the Management Team. The usual location for such meetings will be: Bedfordshire Golf Club, Spring Lane, Stagsden, Bedford MK43 8SR.

## **21. Breakfast fees**

22.1 The Group has determined that members will pay a breakfast fee each month and this sum will be determined by the Management Team and the Group will be advised accordingly. The breakfast fee is obligatory, but catering options will be made available to reasonably accommodate preference and diet.

22.2 The members will make payment directly into the Group's bank account.

22.3 The breakfast fees may change from time to time and the members will be so advised by their Management Team.

## **22. Speaker presentations**

22.1 Each week an opportunity will be given to one of the members of a Group to promote their business for a period of time as specified by the Management Team, such time is currently 8 minutes. Up to two shorter four-minute presentations, focusing typically on speakers' history and background, rather than their business, may also be allowed, featuring two separate speakers.

22.2 Following their presentation, the members will be given an opportunity to discuss and assist in the promotion of that member's business.

22.3 Only members (not visitors) will be given this opportunity to speak about their business or their personal background.

22.4 This opportunity is not obligatory.

## **23. Help and Assistance for Members**

23.1 The Management Team will do its utmost to ensure that no member is left isolated and no business is left un-promoted, particularly should that member or business not be receiving much by way of referrals from the Group.

23.2 Members will be given help, if needed, in drafting their 40-second weekly introductions, and their 4- and 8-minute presentations. Each member should, when necessary, ask for assistance from the Management Team in dealing with any specific issue or need in this regard.

23.3 The Management Team will, when circumstances determine, promote an individual member's business, in order to generate business for a particular member.

## **24. Disputes between Members.**

24.1 If a member has a dispute with another member of their Group, they should be encouraged to speak to the other member regarding the dispute with the aim of resolving it, but not when the Group or meeting is in session or within earshot of other members.

24.2 If the members are unable to resolve the dispute between themselves, the matter is to be referred to the Group's Membership Coordinator, who will speak to both members and endeavour to facilitate a resolution.

24.3 If a resolution cannot be resolved, then a decision will be made regarding the dispute by the Membership Coordinator of the Group, which will be binding on both members.

## **25. Termination of Membership**

25.1 If at any time a Management Team considers that the interest of the Group or Group requires it, it must invite a member to withdraw from the Group by a letter specifying the time before which the withdrawal should be made.

25.2 If the member concerned does not withdraw the Management Team must submit the question of his expulsion to the members of the Group, without the member concerned being party to this communication or any subsequent discussion thereof.

25.3 Not less than 7 days' notice of the intention to expel a member must be given to the members.

25.4 The Management Team must inform the member of the meeting and the nature of the complaint against him in sufficient time to afford him a proper opportunity to offer his explanation.

25.5 The Management Team may exclude from the Group any member whose withdrawal has been requested, and make this exclusion permanent, or rescind it, subject to the findings of their complaint investigation.

25.6 It is a condition for all members that they are financially solvent, that they are able to pay their debts as and when they fall due, no application has been made to Court or an Order is made for the appointment of an Administrator, or they become bankrupt. If such an event occurs, then the member's membership of a Group will be automatically terminated, subject to a full investigation and discussion with the member.

25.7 On termination, the member is to pay within 14 days of ceasing to be a member of a Group, any subscriptions which are due to be paid and payable at the time of the termination.

25.8 It is incumbent on the member to cancel any direct debit payment to the Group and should there be an overpayment, this must be claimed within 2 months of the date of the member terminating their membership or ceasing to be a member with the Group, failing which, any additional payment will be returned to the member at the discretion of the Group.

25.9 Any sums due to the Group at any time, which remain unpaid for more than 14 days, will attract interest payable at the rate of 8% per annum until the payment is discharged.

25.10 Any member may resign membership by giving reasonable notice to that effect, to the Management Member, such notice to be a minimum of 1 month.

## **26. Amendments and Enforcement of the Constitution**

26.1 The Constitution may be revoked, supplemented or altered by the Group Management Team and provided a Group's Management Team has the consent of the Group Management Team, it may vary the forms which affect the Group.

26.2 A Management Team may from time to time recommend to the members to make, repeal, amend any regulations as it thinks expedient for the management and wellbeing of the Group and consistent with the general networking principles promoted by the Group. In the event of a dispute between Group and member, the Group's decision will prevail.

26.3 Except as expressly provided within this Constitution, no variation of the Constitution's content will be effective unless it is agreed by the Group Management Team.

26.4 All regulations made by the Management Team under this rule are binding on the members until repealed by the Management Team or set aside by the Group.

## **27. The Group's Bank Account**

The Group has opened a bank account as detailed above, and the Treasurer will maintain a credit balance in this account at all times. Two or three officers of the Group must be authorised by a resolution of the Group to sign cheques and a mandate given to the Bank accordingly.

## **28. General Conditions**

No member may do anything which may damage the reputation of the Group, the intellectual property rights of the Group or use any of its material outside the scope of work within the overriding objective of the Group and in furthering mutual business benefits for members of a Group.