

WESTMAN WILDERNESS CLUB BY-LAWS

Revised March 5, 2020

1. Registered Office

There is no registered office for "The Club". The mailing address of the Treasurer is:
Roger Bright
33 E Fotheringham Dr
Brandon, MB R7B 2X1

2. Logo

The logo displayed here is the logo to be used by the Westman Wilderness Club.



3. Membership

- a) Membership in The Club is open to all persons who are interested in wilderness activities.
- b) As a prerequisite to membership, potential members must indicate on their membership application that they have read, understood & will adhere to the WWC Guidelines for Participants.
- c) In addition, as a prerequisite to membership, potential members must indicate on their membership application that they have read, understood & accept the WWC Enduring Waiver of Liability.
- d) The Executive shall have discretion to accept or reject any application for membership, but will not reject any application based on race, colour, gender or sexual orientation.
- e) A member may be expelled from The Club for inappropriate behaviour by a vote of the Executive, which must be ratified by a majority vote at the next general meeting.
- f) Membership fees shall be determined by the Executive by ordinary resolutions, subject to change by the Executive under the provision of 3 month notice.
- g) There shall be two classes of membership in The Club:
 - I. Single Membership, which shall enroll one person only. The holder of a single membership shall be entitled to one vote on decisions made by The Club.
 - II. Family Membership, which is defined as including the parent or parents plus those of their children under the age of 18 years and still residing at home. Family units with no children are also eligible for family membership. The holders of a family membership shall be entitled to a total of two votes on decisions made by The Club.
- h) Membership fees are due and must be paid on an annual basis. Membership runs from April 1 to March 31. Membership fees will not be prorated. Members joining The Club after Jan 1 of any year will have their membership continue until March 31 of the following year.

4. Fiscal Year

The fiscal period of The Club shall terminate on the 31st day of March.

5. Meetings

- a) The Annual General Meeting shall be held in the month of June each year, with the exact date to be set by the Executive. Executive positions are renewed, filled & ratified at this meeting.
- b) Three event planning meetings shall take place each year, within the time frames listed below, exact dates to be set at previous meeting.
 - I. June AGM- plan events July to November
 - II. First 2 Weeks of October- plan events November to April
 - III. First 2 Weeks of March- plan events April to July
- c) 5% of the members of The Club may requisition the Executive to call a general meeting of The Club for any purpose stated in the requisition. It shall be the responsibility of the Executive to provide adequate notice of such meetings to every member of The Club.
- d) Notification of major club decisions will be sent to all members. Such major decisions might be, but not included to:
 - I. Dissolution of The Club
 - II. The sale of any substantial assets of The Club
 - III. A purchase of any substantial amount by The Club
 - IV. Any change in the By-Laws of The Club
- e) Questions arising at any meeting of The Club shall be decided by a majority of the votes by those in attendance. In the event of an equality of votes, the issue will be tabled, members will be notified that the issue will be voted upon again at the next meeting, or at a specially called meeting.
- f) The quorum for transaction of business at any general meeting of The Club shall be 10 paid up members.
- g) Every single member shall be entitled to one vote at general meetings, and every family membership shall be entitled to two votes by two members present at general meetings. No voting by proxy shall be permitted (unless under *extraordinary circumstances*, as approved by executive).
- h) The rules of procedure at all meetings of The Club shall be determined at the AGM, and may be amended by ordinary resolution.

6. The Executive

- a) The affairs of The Club shall be managed by the Executive, numbering 4 positions, each having 1 vote, and of whom a majority shall constitute a quorum.
 - I. President
 - Shall create an agenda & chair all regular meetings
 - Call & chair meetings of the Executive
 - Oversee all operations of The Club
 - Shall be a non-voting member of all committees
 - Shall be one of four signees of The Club's bank account
 - II. Vice-President
 - Shall substitute for the President as required
 - Shall chair Planning Committee meetings
 - Shall be one of four signees of The Club's bank account

III. Secretary

- Shall be responsible for all records and correspondence of The Club
- Shall record minutes and votes of The Club
- Shall print reports of club events as they are circulated
 - Should the organizer of an event fail to submit a report in a timely manner, the Secretary will remind that person of their duty to provide a report
- Shall be the keeper of event-specific waiver forms for 7 yrs
- Shall be one of four signees of The Club's bank account

IV. Treasurer

- Shall be responsible for all finances of The Club
- Shall keep full & accurate accounts of receipts and disbursements of The Club
- Deposit all monies into The Club's Westoba Credit Union account under the name of the Westman Wilderness Club
- Shall be one of four signees of The Club's bank account

- b) The Executive shall be elected for one year by the membership at each AGM.
- c) Term of office shall be June of the current year to June of the following year.
- d) The qualifications of any member of the Executive shall be that they are a member in good standing of The Club, be willing to serve, and have been duly elected by the membership.
- e) Members of the Executive shall be eligible for re-election at the AGM of the general membership.
- f) The process for informing members of an executive position that needs filling will be sending notification at least one month prior to the AGM, with an open invitation to membership to put their names forward prior to voting at the AGM.
- g) Membership of the Executive Team shall be terminated upon notice in writing to The Club from the Executive member. Should this occur, the Executive may fill this position with any member who could qualify as a member of the Executive in the next election. That person shall hold office for the balance of the unexpired term of the vacating Executive member.
- h) Members of the executive may be removed from office only upon a motion for removal signed by as least 10% of the current membership. This motion will be voted on by a special meeting of all current members within 30 days of the motion being presented. If this motion is presented within 30 days of another meeting, it may be voted on at the regularly scheduled meeting. Notice of this vote must be circulated to all club members, giving 2 weeks notice prior to any meeting to remove a person from the executive.
- i) The Executive of The Club shall serve without remuneration and no member of the Executive shall directly or indirectly receive any profit from their position as such. Members of the Executive shall be reimbursed reasonable expenses incurred in the performance of their duties.

7. Duties of the Executive As a Whole

- a) The Executive of The Club shall be responsible for co-ordination of the work of The Club, and for carrying out the policies and directives of The Club as determined at The Club's general meeting.
- b) The Executive shall be responsible for ensuring that one member chairs meetings of The Club, for ensuring that funds of The Club are accounted for, and for ensuring that minutes of The Club are maintained.

8. Voting Procedures

- a) Major decisions (defined as any changes to the approved by-laws of The Club, changes to the executive of The Club, etc) shall require a two-thirds majority vote of the members present at a meeting to be passed.
- b) Two weeks written notice (e-mail) shall be given to the membership prior to any meeting at which a major decision is to be put before the membership for approval.
- c) Every member shall be entitled to one vote at any meeting of the general membership, and every family membership shall be entitled to two votes at any meeting of the general membership.
- d) No voting by proxy will be permitted (unless under *extraordinary circumstances*, as approved by executive.)
- e) President of The Club will only vote in the circumstance where one vote will change the outcome of the vote.

9. Signature and Certification of Documents

- a) All contracts, documents or other instruments in writing requiring a signature of The Club shall be signed by any two of the President, Vice-President, Secretary, or Treasurer, and all such documents shall be binding on The Club without any other further authorization or formality.
- b) All cheques or withdrawals from the account held in the name of The Club shall be signed by any two members of the Executive.

10. Amendments to The By-Laws

- a) The by-laws of The Club may be amended at the annual general meeting of The Club by a special resolution of all members present who are entitled to vote. At least a two-thirds majority of those in attendance shall be required to pass or deny any motion for amendment of the by-laws.
- b) Motions for any amendment to the by-laws of The Club shall be distributed to all current members of The Club no later than one (1) month prior to the annual general meeting.

11. Events

- a) Prior to participating in events, participants must read and agree to abide by the "WWC Guidelines for Participants" document that has been prepared for new members.
- b) Prior to participating in "extended" events (more than one overnight backcountry), participants must have shown their ability & willingness to follow the standards as set up in the WWC Guidelines for Participants.
- c) Prior to co-ordinating an event for members, potential co-ordinators must read and agree to abide by the WWC Event Co-ordinator Guide.

12. Waiver of Liability

- a) As a condition of membership in The Club each and every member & potential member shall attest that they have read, understood & will adhere to the WWC Guidelines for Participants.
- b) As a further condition of membership in The Club each and every member & potential member shall attest that they have read, understood & accept the WWC Enduring Waiver of Liability.
- c) An Event-Specific Waiver of Liability will be signed by each participant at the beginning of each & every Club Event. The responsibility to get this document signed will be the responsibility of the Event Co-ordinator.
- d) Minors may only participate in an event if the Event Waiver of Liability has been signed by their parent or legal guardian.

13. Books and Records

- a) The books and records of The Club shall be open to inspection by members at all reasonable times, upon reasonable notice to the Executive.

14. Winding Up

It is the unalterable provision of this by-law that members of The Club shall have no interest in the property and assets of The Club. Upon dissolution or winding up of The Club, any funds and assets of The Club remaining after satisfaction of its debts and liabilities, shall be distributed to a recognized Charitable Organization in the area whose objectives most closely align with those of The Club, as determined by its members at dissolution.