



## **CONSTITUTION AND RULES OF THE BEARDED COLLIE CLUB OF SCOTLAND**

(Incorporating the rules of the Rescue Scheme and Code of Ethics)  
(As approved at the Annual General Meeting 4th March, 2017)

### **1. NAME**

The Club shall be called The Bearded Collie Club of Scotland, hereinafter referred to as "the Club".

### **2. OBJECTIVES**

The Club shall do all in its power to promote the interests of the Bearded Collie as a Working Dog, Companion and Show Dog.

### **3. MEMBERSHIP**

- (a) There shall be an unlimited number of members, consisting of three classes of membership, viz.: Full (Single & Joint), Junior, and Honorary Life Member. There may also be Patrons.
- (b) Full Single membership is one adult 16 years of age or over and shall have one vote.
- (c) Full joint membership is available to two adults 16 years of age or over. Each shall have one vote.
- (d) Junior members are those under 16 years of age and shall have no voting rights.
- (e) Honorary Life Members shall have all the rights and privileges of a Full Member but shall not be liable to pay subscriptions. A person may be elected an Honorary Life Member at the AGM on the recommendation of the Committee in recognition of outstanding service to the Club. Any Member can nominate an Honorary Life Member by writing to the Committee who shall consider and make a recommendation to the AGM, or reject such nomination. Notice of a proposal to elect an Honorary Life Member shall appear on the Agenda for the AGM.
- (f) There may be a Patron or Patrons who on appointment shall have all the rights and privileges of an Honorary Life Member but they are not entitled to be elected to the Committee. Patron(s) shall be appointed at the AGM on the recommendation of the Committee in recognition of their outstanding service to the Bearded Collie or the Club. Patrons may attend Committee meetings if they so wish, and act in an advisory capacity, but shall not be entitled to a vote at such meetings.
- (g) Members, not permanently resident in Scotland, are not eligible to become Committee members.
- (h) All members shall comply with the Club's Constitution and Rules, rules of the Rescue Scheme and Code of Ethics. These documents are available for download from the Club website and will be sent to members on request. Application for membership and payment of the annual subscription fee shall be acknowledgement and acceptance of the aforesaid conditions.

- (i) Each application shall be considered by the Committee, who reserve the right to refuse membership.
- (j) The Club must maintain an up to date list of all members and their addresses, and, if so requested, make the list available for inspection by the Kennel Club and members of the Club. A declaration of the number of members of the Club must be made with the Annual Returns.

#### **4. OFFICERS & COMMITTEE**

- (a) The Officers of the Club shall be the Chairman, Vice-Chairman, Secretary and Treasurer.
- (b) The Committee shall consist of the 4 Office-Bearers and 9 Ordinary Committee Members, all of whom must be fully paid-up Full Members of the Club.
- (c) Nominations for Office-Bearers and Ordinary Committee Members shall be lodged with the Secretary 28 days prior to the A.G.M.
- (d) A person being nominated for the post of Chairman, Vice Chairman, Secretary or Treasurer must be a serving Ordinary Committee Member with at least two years service immediately prior to their nomination (with the proviso that should no qualifying Ordinary Committee Member be prepared to fill a vacant Office-Bearers position it can be filled from outwith the Committee).
- (e) A person can be nominated both as an Office-Bearer and an Ordinary Committee Member, which means that if failing to be elected as an Office Bearer they still have the opportunity to be elected as an Ordinary Committee Member.
- (f) If there are insufficient nominations for Ordinary Committee Members nominations can be taken from the floor to fill the vacant places.
- (g) Nominees, Proposers and Seconders must be fully paid-up Full Members of the Club at the time of lodging the nominations. The Nominee, Proposer and Seconder must all sign the Nomination Form.
- (h) All Office-Bearers will be elected for a period of two years. The Secretary and Treasurer being elected one year and the Chairman and Vice-Chairman being elected the year after. The Chairman shall retire after two years and will not be eligible to be re-elected to that position for a further two years.
- (i) The nine Ordinary Committee Members shall be elected for three years. Three Ordinary Committee Members will retire annually on a rotational basis and will be eligible for re-election.
- (j) If any Committee Member of the Bearded Collie Club of Scotland is an office bearer of any other Bearded Collie club or branch, then they may not be nominated as an office bearer of the Bearded Collie Club of Scotland.
- (k) The Chairman shall have a casting vote in addition to his personal vote at all meetings.
- (l) A quorum shall consist of 6 members of the Committee, at least two being Office-Bearers.
- (m) The Officers acknowledge that during the month of January each year Maintenance of Title fee will be forwarded to the Kennel Club whether by the Secretary or by Direct Debit, for continuance of registration and that by 31<sup>st</sup> July each year, other returns as stipulated in the Kennel Club Regulations for the Registration and Maintenance of Title of Societies and Breed Councils and the Affiliation of Agricultural Societies and Municipal Authorities, will be forwarded to the Kennel Club. The Officers also acknowledge their duty to inform the Kennel Club of any change of Secretary of the Club which may occur during the course of the year.

## **5. SUBSCRIPTIONS**

- (a) The Annual Subscriptions shall be agreed annually at the Annual General Meeting and shall be payable to the Secretary from 1<sup>st</sup> January each year.
- (b) Only fully paid-up Full Members and Honorary Life Members of the Club shall be allowed to speak and vote at the Annual General Meeting.
- (c) Full, Junior and Honorary Life Members are eligible to hold Club Trophies which may not be taken out of The United Kingdom, Northern Ireland, Isle of Wight or Isle of Man.
- (d) Membership will lapse if subscriptions remain unpaid by 31<sup>st</sup> March.

## **6. ACCOUNTS**

- (a) A Banking Account shall be opened in the name of the Club into which all revenue of the Club shall be paid and from which withdrawals shall only be made on the signature of two of the four Officers.
- (b) No expenditure or financial liability shall be incurred by the Secretary, Treasurer, Committee or any member of the club beyond the funds of the Club.
- (c) The Accounts shall be kept by the Treasurer.
- (d) The financial year of the Club shall be from 1<sup>st</sup> January to 31<sup>st</sup> December.
- (e) Accounts will be certified annually and presented to the members at the Annual General Meeting. NOTE: Certification of accounts must be carried out by one qualified accountant or two unqualified individuals with accountancy experience. Those undertaking the certification must be independent from those who prepared the accounts.
- (f) A copy of the certified accounts to be made available on request to members 14 days prior to the AGM. Additionally, the annual statement of accounts will be available for inspection by members at the AGM.

## **7. ANNUAL GENERAL MEETING**

- (a) The Annual General Meeting shall be held before 30<sup>th</sup> April in each year.
  - (1) To receive the reports of the Committee.
  - (2) To receive the certified accounts for the preceding financial year.
  - (3) To elect Officers and Committee Members.
  - (4) To appoint an accountant or two qualified individuals with accountancy experience to certify the accounts for the ensuing year.
  - (5) To discuss any resolution, duly placed on the Agenda, of which at least 14 days prior notice shall be given in writing to the Secretary.
- (b) No business shall be transacted at an Annual General Meeting unless notice thereof appears on the Agenda, with the exception of routine matters or those which in the opinion of the Chairman of the meeting are urgent.
- (c) Not less than 28 clear days notice shall be given of the Annual General Meeting. Notice shall be given in writing to all members and such notice shall contain all the relevant information concerning the meeting and the business to be conducted.

## **8. SPECIAL GENERAL MEETING**

- (a) A Special General meeting shall be summoned by the Secretary if:
  - (1) Ten fully paid-up Members send a requisition to the Secretary of the Club stating the subject to be discussed, or
  - (2) A majority of all the members of the Committee deem it necessary.
- (b) Not less than 14 clear days notice shall be given in writing to all members of a Special General Meeting. Such notice must contain all the relevant information concerning the meeting and business to be conducted.
- (c) No business other than that named in the notice shall be brought before a Special General Meeting.

## **9. EXPULSION**

- (a) Any Member who shall be disqualified under the Kennel Club Rule A11.j.(5) and/or Kennel Club rule A11.j.(9) shall ipso facto cease to be a Member of the Club.
- (b) If the conduct of any Member shall, in the opinion of the Committee of the Club, be injurious or likely to be injurious to the character or interests of the Club, the Committee of the Club may, at a meeting the notice convening which includes as an object the consideration of the conduct of the Member, determine that a Special General Meeting of the Club shall be called for the purpose of passing a resolution to expel him/her. Notice of the Special General Meeting shall be sent to the accused Member, giving particulars of the complaint and advising the place, date and hour of the Meeting that he/she may attend and offer an explanation. If at the Meeting a resolution to expel is passed by a two-thirds majority of the Members present and voting, his/her name shall forthwith be erased from the list of Members, and he/she shall thereupon cease for all purposes to be a Member of the Club, except that he/she may, within two calendar months from the date of such Meeting appeal to the Kennel Club upon and subject to such conditions as the Kennel Club may impose.
- (c) If the club expels any member for discreditable conduct in connection with dogs, Dog shows, Trials or Competitions, the Club must report the matter in writing to the Kennel Club within seven days and supply any particulars required.
- (d) Any member expelled from the Club shall be removed from the Club Judging List and any Club Judging appointments offered will be rescinded.

## **10. FEDERATION**

- (a) The Club shall not join any Federation of Clubs or Societies

## **11. CLUB PROPERTY**

- (a) The Property of the Club shall be vested in the Committee.
- (b) Persons donating trophies do so on the understanding that the gift is made outright to the Club. Such Cups and Trophies shall be awarded in accordance with the wishes of the donor and may not be re-allocated without their express permission, save in the event of the donor not being traceable, when the Committee may, after a six month period, make any changes it considers to be in the interest of the Club.

## **12. ALTERATION TO RULES**

- (a) The Rules of the Club may not be altered except at an Annual General Meeting or Special General Meeting and by two-thirds of the Members present and voting, notice of which includes details of the proposal to alter the Rules. Such alterations shall not be brought into force until the Kennel Club has been advised and has given its approval of the alterations.
- (b) New Rules or amendments introduced specifically to meet Kennel Club requirements shall be adopted immediately and be included in the Club's Constitution with effect from the Club's annual meeting.

## **13. DISSOLUTION**

- (a) In the event of the Club ceasing to exist, for any reason, the donors of the Trophies shall be consulted, where possible, and each trophy shall be disposed of in accordance with the wishes of the donor. Any remaining trophies and other properties shall be sold and the monies realised, together with any remaining club funds, after all outstanding liabilities have been discharged, shall be distributed on a pro-rata basis to all currently paid-up Members of the Club.
- (b) If the Club is wound up or ceases to be a Registered Society with the Kennel Club, a final statement of audited accounts with a record of the disposal of the property of the Club shall be forwarded to the Kennel Club within six months and the persons named as Officers and Committee of the Club on the last return furnished to the Kennel Club, will be held responsible by the Kennel Club for the proper winding up of the Club.

## **14. KENNEL CLUB**

- (a) The Kennel Club is the final authority for interpreting the Rules and Regulations of the Club in all cases relative to Canine or Club matters.

## **15. BANKRUPTCY**

- (a) No person whilst an undischarged bankrupt may serve on the Committee of, or hold any other office or appointment within a Kennel Club Registered Society.

## **16. MISCELLANEOUS**

- (a) The Committee shall have the power to legislate in all circumstances not provided for in the Club Constitution and Rules.

## **RULES OF THE RESCUE SCHEME**

1. The Scheme shall be called the Bearded Collie Club of Scotland Rescue Scheme. Hereinafter referred to as "the Scheme".
2. All Bearded Collies (pedigreed or not) shall be eligible to be accepted through "the Scheme".
3. The Scheme shall be organised by a Co-ordinator who shall be elected annually by the members at the A.G.M. The Co-ordinator shall be assisted by an area representative, as necessary, from time to time.
4. A dog passing through the Scheme found to have temperament problems shall not be re-homed, but taken to a vet to be put to sleep.
5. A dog's Registration documents will not be available to the new owner, unless through exceptional circumstances and with a majority of two-thirds of the Committee agreeing.
6. The Breeder shall always have first refusal to find a new home for a Rescue Dog. In this case the Registration documents will be available.
7. No Bearded Collie shall be bought nor shall the Scheme be used as a "Selling House". Donations to the Scheme from old/new owners will be gratefully accepted.
8. All persons placing a dog(s) in the hands of the Scheme shall sign a Disclaimer (see attached) renouncing all claims of ownership of that dog.
9. There shall be no obligation on the part of the Co-ordinator to reveal to any third party, the address of the new owner.
10. Finance: The Scheme shall be financed by interest from investment of a sum agreed at the 1984 Annual General Meeting. This may be increased at the Committee's discretion if the need arises. (The sum of £500 invested gives better proportionate interest; this is the sum that has been invested to finance the Scheme). Initially the sum of £70 shall be deposited in a Current Account to be used by the Co-ordinator. Donations received for Rescue Dogs will be paid into this account. The cost per dog per day shall be fixed by the Committee twice in the course of the financial year. Co-ordinator's expenses shall be paid on request. Records of all dogs through the Scheme shall be kept by the Co-ordinator who shall prepare accounts to be submitted to the Club Accountant twenty-one days prior to the Annual General Meeting.
11. Any dog in the Scheme may be advertised in the Press if the need arises.
12. All re-homed dogs shall be kept in touch with as often as the Co-ordinator shall deem it necessary.
13. The Committee shall have the power to legislate in all circumstances not provided for in the above rules.

## CODE OF ETHICS

It is a condition of membership that all members accept the jurisdiction of the Kennel Club and undertake to abide by its general Code of Ethics and additional breed specific clauses added by the Bearded Collie Club of Scotland as follows:

Breeders/Owners:

1. Will properly house, feed, water and exercise all dogs under their care and arrange for appropriate veterinary attention if and when required.
2. Will agree without reservation that any veterinary surgeon who performs an operation on any of their dogs which alters the natural conformation of the animal, or who carries out a caesarean section on a bitch, may report such operations to the Kennel Club.
3. Will agree that no healthy puppy will be culled. Puppies which may not conform to the Breed Standard should be placed in suitable homes.
4. Will abide by all aspects of the Animal Welfare Act.
5. Will not create demand for, nor supply, puppies that have been docked illegally.
6. Will agree not to breed from a dog or bitch which could be in any way harmful to the dog or to the breed.
7. Will not allow any of their dogs to roam at large or to cause a nuisance to neighbours or those carrying out official duties.
8. Will ensure that their dogs wear properly tagged collars and will be kept leashed or under effective control when away from home.
9. Will clean up after their dogs in public places or anywhere their dogs are being exhibited.
10. Will only sell dogs where there is a reasonable expectation of a happy and healthy life and will help with the re-homing of a dog if the initial circumstances change.
11. Will supply written details of all dietary requirements and give guidance concerning responsible ownership when placing dogs in a new home.
12. Will ensure that all relevant Kennel Club documents are provided to the new owner when selling or transferring a dog, and will agree, in writing, to forward any relevant documents at the earliest opportunity, if not immediately available.
13. Will not sell any dog to commercial dog wholesalers, retail pet dealers or directly or indirectly allow dogs to be given as a prize or donation in a competition of any kind. Will not sell by sale or auction Kennel Club registration certificates as stand alone items (not accompanying a dog).
14. Will not knowingly misrepresent the characteristics of the breed nor falsely advertise dogs nor mislead any person regarding the health or quality of a dog.

**Breach of these provisions may result in expulsion from club membership, and/or disciplinary action by the Kennel Club and/or reporting to the relevant authorities for legal action, as appropriate. (KC requirement – February, 2014)**

*The Kennel Club have given approval to the Bearded Collie Club of Scotland to incorporate additional clauses to their Code of Ethics as follows:*

15. Before breeding a litter consideration should be given to type, temperament, health and soundness. Nervous or aggressive dogs should not be used for breeding.
16. No Member who has an animal with an inherited defect classified by their veterinary surgeon should ever be used for breeding.
17. No bitch should be mated until she is fully mature, 2 years should be considered the minimum age. No bitch should be required to have more than 4 litters, and no bitch should be mated on her first season after rearing a litter.
18. All breeding should be aimed at the improvement of the Breed. Members should do all in their power to discourage breeding from clearly inferior specimens, and those members who own stud dogs should refuse stud service to such specimens.
19. No Member should breed a litter unless they have the time and facilities to devote proper care and attention to the rearing of puppies and the well-being of the dam. No stud dog owner should provide stud service unless they are satisfied that the owner of the bitch has such time and facilities.
20. Anyone breeding a litter must have facilities and be willing to take back any of their stock for re-homing. No Member should breed a litter unless they have the facilities and commitment to retain all unsold stock.
21. No puppies should leave the Breeder before the age of seven weeks.
22. Advertising by Members should be truthful. No exaggerated or untrue statements should be made about the quality of the parents of puppies.
23. No member shall allow their stud dog to produce more than 20 (twenty) litters at public stud.

**Any member in breach of the Club's Code of Ethics may be asked to appear before the Committee and explain their actions. If the Committee are not satisfied with the explanation/action they reserve the right to take action as per clauses 9(b), 9(c) and 9(d) of the Club Constitution and Rules and may result in expulsion from Club membership and/or disciplinary action by the Kennel Club.**

*(last updated March, 2017)*