



# Hogsback Chapter Bylaws v1.0<sup>1</sup>

## Article 1 General

### 1.1 Definitions

Hogsback Chapter UK is an official H.O.G.<sup>®</sup> Chapter, #7846, affiliated with H.O.G.<sup>®</sup> UK.

Hogsback Chapter's sponsoring dealership is Guildford Harley-Davidson, Weyvern Park, Peasmarsh, Guildford, Surrey, GU3 1NA. The sponsoring dealership's decision-making authority is vested in the Dealer Principal.

Hogsback Chapter is a non-political, voluntary organisation formed solely for the enjoyment and benefit of its members and promoting motorcycling as a recreational activity.

### 1.2 Precedence

The order of precedence for all decision-making in the Chapter will be:

1. All National Laws
2. The Annual H.O.G.<sup>®</sup> Charter
3. Hogsback Chapter Bylaws

### 1.3 Purpose

The Chapter Bylaws have been developed to aid in resolving situations that might arise in association with maintaining the Chapter's intent to provide for the good of the Chapter and its individual members. The purpose of the Bylaws is to promote a relaxed, pleasant, fun and safe environment for all, consistent with the Annual H.O.G.<sup>®</sup> Charter. The Chapter strongly discourages its members from engaging in any dangerous or adverse activity. Any member engaging in a dangerous or adverse activity may be subject to suspension or expulsion in accordance with these Bylaws. The following may be, but are not limited to, dangerous or adverse activities:

- Any action that could cause harm or injury to any person.
- Any action that could cause damage or loss of property.
- Any public act that could cause Chapter members to be perceived as troublemakers and unwelcome.
- Any unreasonable or unwanted personal or sexual advance made upon another.
- Consumption of alcohol that in the opinion of any Officer could be dangerous to the individual, other Chapter members, or the public in general.
- Any consumption or sale of any illegal drugs that presents an immediate threat or danger to other Chapter members, or the public in general.

---

<sup>1</sup> These Bylaws were ratified at a full Committee meeting on 20 May 2010 and have been approved by the Dealer Principal.

## 1.4 Activities

Chapter activities are the sole responsibility of the Chapter and include any wholesome, legal and safe activity that appeals to the Chapter members.

The activities or events may include, but are not limited to, organised rides, social or charitable functions, rallies and other public events.

## Article 2 Chapter Membership

### 2.1 Requirements for Chapter Membership

Membership in Hogsback Chapter is open to anyone who is a member of H.O.G.<sup>®</sup> UK and is in good standing. Where there is any doubt about the good standing of an applicant, the majority vote of the Committee will decide. Failure to maintain membership in H.O.G.<sup>®</sup> UK automatically disqualifies anyone from Chapter membership.

Hogsback Chapter will not discriminate against any member, member's guest or potential member on the grounds of age, gender, sexual orientation, race, religion, culture, physical or mental challenges.

Membership in Hogsback Chapter is open to members of other Chapters. However, members of multiple Chapters are not normally eligible for any Officer positions within Hogsback.

The conditions of Chapter membership include agreement to abide by: the Annual Charter for H.O.G.<sup>®</sup> Chapters; the terms of the declaration and release statements (see Attachment A), signed annually; and these Bylaws.

### 2.2 Membership Effective Date

Full membership in the Chapter is granted by full annual dues payment (unless waived) for the year, and signing of the member application, which includes agreement to the declaration and release statements (see Attachment A). Membership is effective following the Chapter's receipt of the completed form, the appropriate fees and confirmation of the applicant's H.O.G.<sup>®</sup> membership. Membership must be renewed annually on 1 Mar, at which time annual dues are payable (unless waived).

### 2.3 Membership dues

Annual dues are determined by the Committee and the Dealer Principal and are reviewed annually. Annual dues are always subject to the limits published in the overarching H.O.G.<sup>®</sup> Charter.

Annual membership dues for the current year are payable in full (unless waived) for anyone joining between 1 Mar - 31 Dec. Any new member who first joins the Chapter between 1 Jan - 29 Feb will receive full membership for the remainder of the current year plus the whole of the next year.

Annual dues for any new member will normally be waived for their first complete year if they join the Chapter in conjunction with the purchase of a motorcycle from the sponsoring dealership. For clarity, this waiver does not apply to customers of the

sponsoring dealership who are already Chapter members when they make their purchase, nor for customers of dealerships other than Guildford Harley-Davidson.

#### **2.4. Verification of H.O.G.<sup>®</sup> UK Membership**

At the time of joining or annual renewal, each member must declare their active H.O.G.<sup>®</sup> UK membership number, which will be checked against the national H.O.G.<sup>®</sup> membership database.

#### **2.5 Privileges**

All Chapter members will receive proof of membership, and access to these Bylaws.

All Chapter members will receive regular copies of the Chapter E-Shot (ie by email) containing details of Chapter activities, news and promotions.

All Chapter members will receive a password to the Members Area of the Hogsback website, giving access to the Chapter newsletters and other Chapter-specific information.

All Chapter members may participate in any and all Chapter activities, subject to prior booking and availability of space, if applicable.

All Chapter members may participate in the management of Chapter activities of the Chapter as set out in these Bylaws.

All Chapter members may nominate candidates for Primary Officer positions (subject to the provisions in these Bylaws) and vote in elections for those offices.

All Chapter members may wear or display the Chapter patches, and any H.O.G.<sup>®</sup> logos or insignia made available to the Chapter by H.O.G.<sup>®</sup>.

#### **2.6 Late Renewals**

Membership will be terminated without prejudice if dues are not paid by 31 Mar. Full payment of yearly dues and submission of a signed and validated application form will reinstate the member to the Chapter.

#### **2.7 Resignation from Chapter**

A member may resign from the Chapter any time they wish. To avoid any ambiguity the Committee will write to the resigning member confirming the resignation request. At that time, the member's name will be removed from the membership database and the ex-member will give up their rights to wear any Hogsback logo. No portion of any paid membership dues will be refundable.

#### **2.8 Membership Forms**

New and renewal members must sign a current membership form (including declaration and release statements) at the time of their renewal or joining. Reminders will be sent 30 days before the expiry of membership. It is the responsibility of members to obtain, sign and submit renewal forms together with the appropriate dues on or before the renewal date and within 30 days of its expiry at the latest. New and renewal

membership forms are/will be available from the dealership and from the Chapter website ([www.hogsbackchapteruk.org](http://www.hogsbackchapteruk.org)) in good time.

## **2.9 Membership Database**

Membership details submitted on the membership form will be entered into a membership database. This database will be maintained and operated by Chapter Officers for the purpose of supporting Chapter activities and their administration, and in accordance with the Online Privacy Statement (Attachment B). Subject to these conditions, membership details will not be revealed to external organisations for any purpose without the explicit permission of the member(s) concerned. As a voluntary, not-for-profit organisation, the Chapter is not required to register with the Information Commissioner under the terms of the Data Protection Act (1998).

## **2.10 Hogsback Insignia**

Only current members of Hogsback are licensed to wear any Chapter-specific patch, rocker, or logo.

## **2.11 Suspension**

A member may be suspended from participation in Chapter activities for a period of 30 days for cause such as violation of the Bylaws of the Chapter, or for conduct prejudicial to the interests of the Chapter. Verbal warnings from the Chapter Director or Dealer Principal may precede a suspension. Suspension of any member will be by majority vote of the Committee, and requires endorsement by the Dealer Principal, provided that a statement of the charge(s) has been sent by mail or email to the member at their last recorded address at least 15 days before final action is taken. A notice of the time and place where the Committee and Dealer Principal are to discuss this matter will accompany this statement. The member will be given an opportunity to present a defence at the time and place notified. After 30 days the member's suspension will be automatically withdrawn. Any member suspended twice automatically becomes a candidate for expulsion.

## **2.12 Expulsion**

Expulsion of any member shall be by majority vote of the Committee, and requires endorsement by the Dealer Principal, provided that a statement of the charge(s) have been sent by mail or email to the member at their last recorded address at least 15 days before final action is taken. A notice of the time and place where the Committee and Dealer Principal are to discuss this matter will accompany this statement. The member will be given an opportunity to present a defence at the time and place notified.

In the event of expulsion from the Chapter, full annual membership dues will be refunded and a copy of the cancellation letter will be sent to the H.O.G.® UK Manager.

## Article 3 Chapter Officers

### 3.1 Primary Officers

The Primary Officers are those defined in the Annual Charter for H.O.G.<sup>®</sup> Chapters and are the Chapter Director, Assistant Director(s), Secretary and Treasurer.

With the exception that the Dealer Principal exercises the right under the H.O.G.<sup>®</sup> Charter to appoint himself as the Chapter Director, all Primary Officers must have been full Chapter members for a minimum of 2 years to be eligible.

Chapter members who are members of another H.O.G.<sup>®</sup> Chapter are not eligible for election or appointment as a Primary Officer of Hogsback.

All Primary Officers will be elected by majority vote via a show of hands at a specially called meeting of the Chapter membership, unless the sponsoring dealer exercises his right to appoint Primary Officers of his choice. Each Chapter member is eligible to vote. Voting must be by members in person - no proxy votes are permitted.

Each Primary Officer will hold office for a period of 3 years or until the officer's death, resignation, retirement, removal, or expulsion, or until a successor has been elected or appointed. Primary Officers may hold more than one appointment either concurrently or successively.

Primary Officers may be removed from office at any time by majority vote of the Committee, or by the Dealer Principal, provided that a statement of the intended action has been sent by mail or email to the Officer at their last recorded address at least 15 days before the action is taken. The Primary Officer will be given an opportunity to present a defence at the time and place notified.

### 3.2 Discretionary Officers

The Discretionary Officers are those defined as such in the Annual Charter for H.O.G.<sup>®</sup> Chapters. In addition, they include the post of Dealer Representative and Road Marshal (the latter as defined under Road Crew, below).

Chapter members who are members of another H.O.G.<sup>®</sup> Chapter are not normally eligible for election or appointment as a Discretionary Officer of Hogsback Chapter. Any exceptions to this rule require consideration and vote by a Committee quorum.

With the exception of Road Crew, Discretionary Officers shall be appointed by majority vote of all Committee Officers, or else a Committee meeting quorum as defined in these Bylaws.

With the exception of Road Crew, each Discretionary Officer shall hold office for a period of 3 years or until the Officer's death, resignation, retirement, removal or expulsion, or until a successor has been elected. Discretionary Officers may hold more than one appointment, either concurrently or successively.

Discretionary Officers may be removed from office at any time by majority vote of the Committee, or by the Dealer Principal, provided that a statement of the intended action has been sent by mail or email to the Officer at their last recorded address at least 15 days before the action is taken. The Discretionary Officer will be given an opportunity to present a defence at the time and place notified.

### **3.3 Road Crew**

Road Crew include both Road Captains and Road Marshals and both count as full Discretionary Officers of the Chapter.

New Road Marshals can be appointed by majority vote of the existing Road Captains at any official meeting based on the general criteria of riding ability, personal disposition, and commitment to the Chapter's ride-out programme. Each Road Marshal's appointment will last for a period of two years or until the Officer's death, resignation, retirement, removal or expulsion. During the Road Marshal's two-year appointment, and in order to be eligible for appointment to Road Captain, the Officer is expected to undertake an advanced riding course and an appropriate first aid course, in addition to actively supporting the ride-out programme. By the end of the two years, Road Marshals may be appointed to Road Captain, stand down in favour of other Road Marshal appointments or else be re-appointed as Road Marshal for a further period.

New Road Captains may be appointed by majority vote of the existing Road Captains at any official meeting based on general criteria of proven ability, personal disposition and commitment to the Chapter's ride-out programme, plus completion of an advanced riding course and an appropriate first aid course. Road Captains may hold office until the Officer's death, resignation, retirement, removal or expulsion.

### **3.4 Committee Officers**

Committee Officers comprise all current Primary and Discretionary Officers of the Chapter. However, the presence of Road Marshals (and other Discretionary Officers where specified on their appointment) at Committee meetings is invited rather than mandated.

Subject to the prior demands of their professional and personal lives, all mandated Committee Officers are expected to make all reasonable efforts to attend duly notified Committee meetings.

## **Article 4 Chapter Meetings**

### **4.1 Regular Meetings**

Regular meetings of the members will normally be held once per month on Club Night. All full members, their guests and dealership representatives may attend regular meetings.

### **4.2 Special Meetings**

Special meetings of the members may be held at any time, at the request of a Primary Officer or the Dealer Principal. Only full members and dealership representatives may attend special meetings. At least 7 days notice will be given for special meetings.

### **4.3 Committee Meetings**

Committee meetings will normally take place every 3 months, but the Director and/or Dealer Principal may call a Committee meeting at any other time that they see fit. In

addition to Chapter Officers, the Committee meeting will be open to any Chapter member and other dealership representatives, by arrangement. At least 7 days notice will be normally be given to all Officers for Committee meetings, although some meetings may carry less notice than this if circumstances dictate.

#### **4.4 Quorum**

A simple majority of mandated Committee Officers will constitute a quorum for the purposes of decision-making at any of the meetings specified in these Bylaws, provided that a majority of Primary Officers is also present. In the event of their absence, any views or votes of mandated Officers in relation to any decision may be submitted by proxy, as long as such views or votes are communicated directly to an Officer who is able to present them at the meeting in person.

#### **4.5 Order of Business**

The order of business at all regular Committee meetings will normally be as follows:

- Roll Call (if needed for pending business)
- Officer Reports
- Discussion items
- AOB
- Agreement of next meeting

The order of business at all special meetings of members will be as follows:

- Statement of reason for holding the meeting
- Roll Call
- Business
- Adjournment

#### **4.6 Meeting Minutes**

All Committee meetings will be minuted and all such meeting records will be routinely circulated to Committee Officers for review. Following their formal approval at the subsequent Committee meeting, Committee Meeting Minutes will be made available to Chapter members on request.

## Article 5 Elections

### 5.1 Notice

Notice of a forthcoming meeting for the election of Primary Officers will be announced to the Chapter membership at least four weeks before the meeting.

### 5.2 Nominations

Nominations for Primary Officer posts must be sent to the Secretary by one week before the election meeting.

### 5.3 Elections

Elections will be conducted by a show of hands of eligible voters at a specially convened election meeting. All currently paid up full Chapter members in good standing and who are present at the meeting are eligible to vote in Chapter elections. No proxy votes will be permitted.

## Article 6 Financial Provisions

### 6.1 Financial Year

The financial year of the Chapter will be 1 Jan to 31 Dec, or as fixed by Committee resolution.

### 6.2 Compensation

The Committee will not compensate Officers for their services as such but may provide for the payment of any and all expenses incurred by Officers in attending H.O.G.<sup>®</sup>, Primary Officer Training or other meetings for the purpose of conducting Chapter business, or in pursuit of agreed Chapter activities for the benefit of the Chapter membership. In all cases, the Officer(s) must seek and obtain approval from the Committee before incurring the expense.

### 6.3 Payments

Two different Primary Officers of the Chapter shall sign all cheques, drafts or other orders for the payment of money, issued in the name of the Chapter.

### 6.4 Loans

No loans shall be contracted on behalf of the Chapter, and no evidence of indebtedness shall be issued in its name.

## **6.5 Deposits**

All funds of the Chapter not otherwise employed shall be deposited from time to time to the credit of the Chapter in such depositories as the Committee may select.

## **6.6 Accounts**

The Chapter accounts will be made available in summary form to all members on request within 3 months of the preceding year-end date.

# **Article 7 Other Provisions**

## **7.1 Amendment of Bylaws**

These Bylaws may be adopted, amended or repealed, and new Bylaws may be adopted by majority vote of the Committee, provided that notice of the proposed adoption has been included in the notice of the meeting.

Proposals for new, amended or repealed Bylaws may also be initiated by petition of not less than 25% of the Chapter membership as determined by the Secretary from the membership database. Such petition must be forwarded to the Secretary and shall be acted upon by the Committee within 60 days after receipt.

## **7.2 Limited Liability of Volunteers**

Each Chapter member who provides service to or on behalf of the Chapter without compensation ("Volunteer") will be immune from liability to any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from any act or omission as a Volunteer, to the fullest extent provided by statutory or common law.

For clarity, these Bylaws conclusively presume that any Volunteer who is licensed, certified, permitted or registered under law or by professional charter, and who is performing service to or on behalf of the Chapter without compensation is not acting within the scope of his or her professional practice under such license, certificate, permit, or registration unless otherwise expressly stated to the Chapter Secretary in writing.

## **7.3 Dissolution of Chapter**

Should events dictate the dissolution of the Chapter, all debts will be paid from the Chapter account(s). Excess funds will be donated to a Charity or Charities to be decided by majority vote of the Committee.

## Attachment A: Declaration and Release Statement

These words are a part of the Chapter membership joining/renewal form. It is a condition of membership that these terms are agreed to.

### **Declaration**

*I, the undersigned, have read the Annual Charter for H.O.G.® Chapters, and hereby agree to abide by its Articles as a member of this dealer sponsored chapter. I also agree to read and abide by any Chapter Bylaws which may be published or updated from time to time. I recognize that while this Chapter is chartered with H.O.G.®, it remains a separate, independent entity solely responsible for its actions.*

### **Release**

*I, the undersigned, agree that the Sponsoring Dealer, Harley Owners Group (H.O.G.®), Harley-Davidson, Inc., Harley-Davidson Motor Company, Harley-Davidson Europe Ltd, and any of its corporate affiliates, and their respective officers, directors, employees and agents (hereinafter, the 'Released Parties') shall not be liable or responsible for damage to my property occurring during any H.O.G.® or H.O.G.® chapter activities and resulting from acts or omissions occurring during the performance of the duties of the Released Parties, even where the damage is caused by negligence (except gross negligence or willful intent).*

*I understand and agree that all H.O.G.® members and their guests participate voluntarily and at their own risk in all H.O.G.® activities and I assume all risks arising out of the conduct of such activities. I release and hold the Released Parties harmless from any loss to my property which may result from my participation in H.O.G.® activities and event(s). I understand that this means that I agree not to sue the Released Parties for any damage to my property arising from, or in connection with, the performance of their chapter duties in sponsoring, planning or conducting said event(s), except in the case of gross negligence or willful intent by the Released Parties. I understand that the Released Parties may take photographs of participants at the event(s) for use in H.O.G.® related materials. I hereby confirm that I have no objection that my photograph is taken and used in this context and for this purpose. I further understand and agree that any photographs I may take and submit for publication in Chapter media are submitted free of copyright and any associated restrictions. By signing this Release and Authorization to Photograph, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties.*

*I understand and agree that the personal information supplied on this form will be maintained on a Chapter Membership Register and that it will be accessed only by Chapter Officers or the Sponsoring Dealer and its agencies in accordance with the privacy statement, as published on the Hogsback Chapter UK website.*

## Attachment B: Online Privacy Statement

Personal privacy and security of information are mutual concerns of H.O.G.<sup>®</sup>, its members, and visitors to the Hogsback Chapter UK website. This Statement explains the H.O.G.<sup>®</sup> Internet policies and security measures relating to personal privacy and information security.

Hogsback Chapter UK collects and stores the following information about you when you visit our website: the name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account); the date and time you access the site; and the Internet address of the website from which you linked directly to our site. The Chapter uses this information to measure the number of visitors to the different sections of its site. This helps us to make our site more responsive to our members and prospective members.

We will not obtain personally identifying information about you when you visit our site unless you choose to provide such information. If you choose to send e-mail, registration, or other personal information over the Internet, you do so voluntarily.

Hogsback Chapter UK will not disclose personal information provided to it (either through its website or membership registration process) except as follows:

- By your consent, which may be oral, in writing, by telephone, electronic or other means we recognize;
- To assist us in evaluating its programs and to continue to improve the quality of your on-line and membership experience;
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights;
- To companies that perform services for us in connection with your membership, such as data processing and financial transaction processing companies and agencies;
- To Harley-Davidson affiliated companies and carefully selected third parties for their own use to provide products and services, or other opportunities to you, unless you have instructed us in writing not to do so; and
- In connection with Harley-Davidson corporate due diligence and audits.

By your use of and connection to our website, you understand and consent to this privacy statement. If for any reason you are concerned that the personal or member information maintained by H.O.G.<sup>®</sup> or the Hogsback Chapter UK is not correct or if for some reason you believe H.O.G.<sup>®</sup> or the Hogsback Chapter UK has not adhered to these privacy principles, please notify H.O.G.<sup>®</sup> by calling 01280 700101.