

The Rules of the Deer Initiative Partnership

1. Name

The Deer Initiative Partnership (hereinafter called the Partnership).

2. Objects

The Partnership is an Association of organisations created by the Deer Initiative Limited (the Company) in pursuance of Clause 4.5 of its Memorandum of Association. The objects of the Partnership shall be to:

- (a) provide a forum for encouraging the promotion of sustainable and well managed wild deer populations in England and Wales in accordance with the Deer Accord,
- (b) provide the Partners with the opportunity to assist in the formulation and implementation of policies and priorities by the Company, and
- (c) do all things that are conducive to these objects.

3. Membership

- (a) The Partnership is an unincorporated association of national statutory, non-statutory and private organisations (the Partners) with an interest in wild deer who have agreed to act in accordance with the principles set out in the Deer Accord in Annexe I to these Rules. There is no distinction in the status of Partners.
- (b) An organisation seeking membership of the Partnership shall undertake in writing to the Secretary for the time being of the Partnership (the Secretary) that it will (i) act in accordance with the Deer Accord for the duration of membership; (ii) participate in the activities of the Partnership and (iii) endeavour to conclude an agreement with the Company as provided in 3(f).
- (c) Admittance to membership as a Partner shall be decided at a meeting of the Partners who may at their absolute discretion and without giving reasons decline to admit the applicant.
- (d) Partners shall abide by the terms and conditions of these Rules and any objectives and policies decided by the Company from time to time.
- (e) Partners shall not be required to pay a subscription either on joining or thereafter.
- (f) Partners acting individually or in groups shall conclude Agreements with the Company for services and activities linked to the promotion of sustainable and well managed wild deer populations in England and Wales in accordance with the Deer Accord as well as for making payments in connection with such services and activities lasting for

such periods of at least one year as shall be specified in the Agreements.

4. Resignation

- (a) A Partner shall cease to be a member on giving written notification to the Secretary of his resignation.
- (b) A Partner who fails to conclude an agreement with the Company within one year of being admitted as a Partner shall be deemed to have resigned.

5. Expulsion

- (a) The Board of the Company shall have the power to expel a Partner when in their opinion or by representation from at least half of the other Partners the Board decides that it would not be in the interests of either the Partnership or the Company for the Partner to remain as a member and especially if the Partner:
 - (i) fails to act in accordance with the Deer Accord or the Partnership's Rules
 - (ii) misuses membership for ends that are unacceptable to the Partnership or the Company
 - (iii) acts in any other way detrimental to the objects of the Partnership or the Company.
- (b) A Partner shall not be expelled if not given 14 days written notice with written details of the complaint against him inviting him to attend a meeting of the Board of the Company together thereby providing an opportunity for a representative of the Partner to appear before the Board to answer the complaints.
- (c) The Partner shall not be expelled unless at least two thirds of the members of the Board present and entitled to vote at the meeting shall vote against him.
- (d) The decision of the meeting of the Board shall be final and binding.

6. Meetings of the Partners

- (a) Meetings of representatives of the Partners shall be arranged from time to time to provide for exchanges of views and conduct such other business as may be required by these Rules.
- (b) Meetings shall take place at least twice a year unless a majority of Partners agree otherwise in writing.
- (c) The Chairman and Secretary shall decide the date and venue of meetings.

- (d) The Chairman and the Secretary shall have the discretion to call additional meetings.
- (e) The Secretary acting for the Chairman shall give the Partners not less than 21 day's notice of a meeting by letter or email stating the business. Other business may be transacted at the discretion of the Chairman.
- (f) Decisions shall be by simple majority of the Partners present and voting. There shall be no proxy voting. In the event of an equality of votes the Chairman shall have an additional casting vote.
- (g) The Chairman shall have absolute discretion in deciding the conduct of the business.
- (h) The Secretary shall be responsible for taking and keeping minutes.
- (i) The Chairman or Secretary may invite others who are not Partners to attend meetings so long as notice is given to all Partners with the notice of the meeting and no Partner objects.
- (j) Meetings may appoint and dismiss subcommittees and may delegate to them such tasks as they see fit. Subcommittees shall periodically report their proceedings to meetings of the Partners and shall conduct their business in accordance with such directions as may be given.
- (k) Meetings shall receive reports from the Chairman and Secretary on their activities, as well as activities of employees, activities under the Partners' Agreements, financial matters, the proceedings of subcommittees and the performance and decisions of the Company.
- (l) A meeting may make recommendations and give such advice and comment to the Chairman or the Secretary as it sees fit.
- (m) The Partnership and any partners acting on its behalf will have no power to enter into contracts, open bank accounts, hold funds or enter into any other legal relations.
- (n) Partners shall not be entitled to any reimbursement of expenses incurred by attending meetings.
- (o) Partners shall not be held liable for any liability created by any other Partner or by the Company or its employees and each of them shall indemnify any of the other Partners, the Company and its employees in relation to any loss caused to them by virtue of their own unauthorised acts or omissions.

7. Officers

- (a) The officers of the Partnership shall be the Chairman and the Secretary.
- (b) The Chairman is appointed under arrangements with the Defra family for as long as it remains a condition of funding or in the absence of such arrangements the Chairman shall be appointed by the Board of the Company.
- (c) The Secretary is appointed by the Board of the Company.

8. Alteration of the Rules

The Rules may be altered by a resolution passed at a meeting of the Partners with the prior agreement of the Board of the Company.

9. Dissolution

The Partnership may be dissolved by a resolution passed at a meeting of the Partners or by a special resolution of the members of the Company in General Meeting.

10. Interpretation

- (a) A Rule that requires written communication requires that it be delivered by letter either through the post or in person by hand and not by email, fax or any other form of communication unless otherwise specified.
- (b) The Deer Accord is a statement of principles that guide the sustainable, humane and responsible management, conservation and welfare of wild deer in England and Wales. The Deer Accord is the property of the Deer Initiative Ltd and may be amended by the Company in consultation with the Partnership.
- (c) The Deer Initiative Ltd is a private charitable company limited by guarantee and not having share capital (Company No. 3982245) under the Companies Act 1985 and 1989 and the Charities Act 1993.
- (d) The word national used in connection with organisations eligible to apply for membership means that the applicant organisation's role and operation extend throughout England or Wales.