



Rules of the Association

Submitted for approval by BSAVA Board on 23rd October 2020 and reported to a General Meeting of the Association on 19th November 2020..

BSAVA is a Company Limited by Guarantee No. 02837793 and is also a registered Charity No. 1024811.

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1. Introduction

These Rules are intended to be used for guidance on the day to day running of the charity and company known as the British Small Animal Veterinary Association (hereafter 'BSAVA' or the Association). The Rules can be added to, deleted, or amended by the Board of Directors (hereafter the Board) as it sees fit and reported to Council at their next meeting. Subject to the normal notices, a General Meeting can also pass any resolution as it sees fit to amend The Rules and thereafter the amended Rules become effective. Whilst not required to make changes to The Rules effective, all changes will be reported to the members of the Association and the rule book will be made available to all members on the BSAVA website.

The advisory Council of the Association (hereafter Council) can suggest changes to the Rules to the Board and should be consulted by Board on any proposed changes made by Board, however any changes suggested by Council are not effective until approved by Board or a General Meeting. Final responsibility for the Rules lies with the Board until a General Meeting (including the AGM) is held.

All activities within the Association must be consistent with the Articles and, in the event that there is any conflict between the Articles and The Rules, the Articles will take priority. Any change to the Articles requires approval at a General Meeting.

1.1 Language

The language of all rules, policies, correspondence, negotiations and examinations and all other Association business shall be English.

2. The Board

2.1 Responsibility

The Board is responsible for the good running of the Association for the general benefit of the public and the membership of the Association in accordance with the relevant legislation and has the power to make all normal decisions relating to the running of the Association. Board must report to Council and one of the primary duties of all the Directors is to attend Council when invited to do so. Board should meet regularly (at least once a year) with the charity's auditors and fund managers.

2.2 Membership

The members of Board are the company directors and charity trustees as defined by the Companies Act and Charities Act as defined in the articles. There are no additional trustees of the charity.

The composition of the Board is defined in the Articles. The members of Board are the Officers of the Association, the Chief Executive of the Association and an independent Non-executive Director. In this context non-executive is defined as a person who is not eligible to be a member (guarantor) of the association. In addition, Board may appoint up to three other directors who may be members (guarantors) of the association or non-executives.

2.3 Appointment of Board Officers

The Officers are appointed at the Annual General Meeting (AGM) of the Association. Officers of the Board are nominated by Council to the AGM based on a recommendation from the Volunteer Development Committee (VDC) after consultation with the current Board and a report to the Past Presidents committee and (if felt appropriate) other relevant individuals". The President will be appointed for a single year and may not be re-elected to the same office. In the normal course of events the Junior Vice President will succeed the Vice President, who will succeed the President, who will succeed the Senior Vice President. In the event of

unforeseen circumstances arising that require a different succession than the order of seniority within the officers shall be the President, the Vice President, the Senior Vice-President, Junior Vice President, Honorary Secretary and finally the Honorary Treasurer and this shall be the order in which the chair of the Board will be chosen. The Honorary Secretary, and the Honorary Treasurer and any other director(s) who are eligible to be members (guarantors) of the association will be appointed for a single term of 3 years.

2.4 Appointment of other Board members

The Officers of the Board may appoint up to 3 other members of Board in consultation with the Chair of Council and the Chair of the VDC and after external advertisement of these positions. These appointments are effective until a General Meeting (including the AGM) is held. The Chief Executive Officer will be appointed as a director for a term of 3 years that may be renewed one or more times at a General Meeting. The non-executive director and any other (to a maximum of 3) non-executive directors will be appointed for a term of 3 years and will serve not more than two consecutive 3-year terms with a minimum of 1 year after ending the second term before reapplication is allowed.

2.5 Removal of Board members

Any Board member may be removed from office by a majority vote of any one of a Board, General or Council meeting, providing that meeting is quorate. Any Board member may resign at any time by notifying the Honorary Secretary (or, in the event of the Honorary Secretary wishing to resign, to the President).

2.6 Proceedings and Minutes

The requirements for a Board meeting to be quorate are defined in the articles. A meeting of the Board will normally be chaired by the President. In the event of the President being unable to chair Board then the Vice President (or in their absence the Senior Vice President) would chair the meeting. Meetings of Board may be arranged to allow remote access (e.g. internet or phone conferences).

Minutes of the Board meetings are taken by the Honorary Secretary. These minutes are confidential documents and are not generally shared with individuals who do not sit on Board. However, these minutes can be made available for inspection to the Chair of Council on request and thereafter the whole Council, if agreed by the Chair of Council.

The Honorary Treasurer shall advise the Board on financial matters and submit a written financial statement to all members (guarantors) of the association annually. He/she shall ensure by delegation that full and accurate accounts are kept and open to inspection by the Board at all reasonable times and places.

2.7 Conduct of Directors

It is expected that all Directors conduct themselves in a fit and proper manner in accordance with the Nolan principles of public office (Appendix 3) when involved in the activities of the Association and when representing the Association. Directors, as representatives of The Association, should not do anything which might reasonably be expected to damage the image or reputation of the Association.

All Directors should be particularly aware that all discussions held within the Board are confidential. Directors should declare all potential conflicts of interest annually and at the start of any meetings at which it is relevant to do so.

The Association has several policies, such as an expenses policy, which provide more detail on specific activities and expected behaviours within the Association. These policies apply to all members of the Association and to staff of the Association. Actions and activities that

contradict these polices will be regarded in the same light as those that are in contravention of the rules of the Association

2.8 Vacancies amongst the officers

Vacancies occurring amongst the officers shall be filled by election of a member (guarantor) of the Association at the next General Meeting. Unexpected vacancies may be temporarily filled by a volunteer appointed by the VDC until the next General Meeting when an election must be held for the post that has been temporarily filled.

3. Council

3.1 Responsibility

Council is the members' representative body within BSAVA with the authority to nominate the Officers to a General Meeting, approve any honoraria paid to them, and to receive regular reports from the Directors. Council may create such committees as it considers necessary. The Council committees are

- Audit and Risk Committee (ARC)
- Volunteer Development Committee (VDC).

Council may also create such small groups of its members or other volunteers as it requires to consider specific issues.

All Council members should declare all potential conflicts of interest annually and at the start of any meetings at which it is relevant to do so.

3.2 Membership

Council consists of

- A. Chair of Council –
- B. a Council Representative from each of the Regions (minimum of 12)
- C. two Past-Presidents, who are chosen by the Past Presidents from amongst their number
- D. the ARC and VDC chairs who are appointed by Council and sit on Council by right.
- E. other Council Representatives, up to a maximum of 3, as decided by Council.

For the avoidance of doubt, none of the Directors of the Association have a right to sit on or have a vote at Council. However, all the directors are expected to attend all Council meetings to which they are invited by the Chair of Council (having consulted with Council) to provide reports and to gain feedback from the representatives of the membership. This invitation to Board to attend Council will normally be considered a standing invitation. Council may also meet without the Directors being present, either for part or whole of the meeting.

The Chair of Council (having consulted with Council) may also invite for specific parts of a meeting such other members of the Association, staff employed by the association, or visitors as may be helpful to Council. Such members, staff and visitors do not have a vote at Council and any one individual would not be expected to attend frequently.

3.3 Chair of Council

The Chair of Council is an individual who is independent from the Board of Directors, and also from the Council Representatives, who sets the Council agenda and liaises with the Board (and specifically with the non-officer Board members) with regard to the agenda for Council Meetings. This individual is also part of the selection committee for the Non-Executive Director and the Chief Executive Officer of the Association. The Chair of Council will serve for a 3-year term and will serve not more than two consecutive 3-year terms with a minimum of 1 year after ending the second term before reapplication is allowed. The Chair of Council may be paid an honorarium (see later).

3.3.1 Appointment of Chair of Council

When the position is to become vacant then the position will be externally advertised and a selection committee that includes, the President, the Chief Executive Officer, a Council Representative and chaired by a Past President, will assess the applicants. This selection committee may include the Chair of VDC at the discretion of the appointed selection committee Chair. This selection committee will submit a recommendation of appointment to Council, however the final decision rests with Council. The Chair of Council is appointed by Council in a confidential ballot of Council representatives. In the event of Council rejecting the recommended candidate the position will be re-advertised.

When possible the incoming Chair of Council will attend Council for 2 meetings before assuming the role.

3.4 Council Representatives

Council Representatives are elected members (by guarantee) of the Association who represent the views of all the categories of members to the Board of Directors.

It is important that Council representatives take active steps to seek the views of the members of all categories that they represent. To this end it is important that they are active members of their regional committee and attend at least 30% of their regional CPD meetings.

The elected Council Representatives hold a distinct role from other volunteers who sit on regional committees, working groups or standing committees in that Council Representatives are there to represent the members and not their own special interests. They are nominated by election every year by the annual regional meetings (ARMs). Only those members present at the meeting may participate in this election. The names of the nominated Council Representatives are sent to the VDC which may seek the opinion of Council or the Board if the VDC feel it is appropriate. If necessary, the VDC can reject the nomination if the VDC decide that it is not in the interests of the Association and require the region to hold fresh elections. In the event of the VDC rejecting a nomination, the nominee may submit a written appeal to the next Council meeting. The VDC shall inform Council and Board of the outcome of the nomination. Council Representatives cannot sit on either of the Councils Working Committees (ARC and VDC) so as to avoid conflicts of independence.

The maximum number of terms that any one individual can be a Council Representative in succession is six (regardless of the number of Regions or other parts of the Association represented during that time) with a minimum of 1 year after ending the sixth term before reapplication is allowed. No one individual should concurrently be a trustee/director or the chairman of a working committee or working group appointed by Board and a Council Representative. A Council Representative may also be the Chair of the Regional Committee (which is a Working Committee).

3.5 Audit and Risk Committee (ARC)

The Audit and Risk Committee (ARC) meets regularly and works between meetings to ensure that the Association is properly audited and to provide to Board and Council an independent assessment of the financial and governance risks posed by the strategic and operational plans and activities of the Association. The Committee has a wide-ranging remit and reports to Council at each meeting. As the committee has the right of access to all documents within the Association, a high level of confidentiality is expected.

3.5.1 Appointment of chair

The chair of ARC must be a member by guarantee of the Association and would normally have had experience of being a director as well as appropriate professional experience. The chair will be appointed by Council for a period of a term of 3 years and will serve not more

than two consecutive 3-year terms with a minimum of 1 year after ending the second term before reapplication is allowed.

When the position is to become vacant, it will be advertised to members of the Association and a selection committee will be appointed that includes the Chair of Council, the President and is chaired by a non-executive director. The panel will interview the candidates and make a recommendation to Council. When possible the incoming Chair of ARC will attend 2 meetings before assuming the role.

3.5.2 Membership of Committee

The ARC will consist of

- i. The chair of ARC
- ii. A non-executive director of the Board
- iii. Chair of Council
- iv. At least two members (by guarantee) of the Association who are not Council Representatives or Directors
- v. At least one lay member (with specific skills as required by the committee)

The Finance Manager employed by the Association, the Chief Executive Officer and the Vice-President will normally attend meetings of the ARC but do not have a vote in the event of any formal resolution.

All committee meetings can be attended remotely and one of the members present at the meeting should take minutes. A minimum of 4 members of the committee (including the chair and one non-Board/non-Council member) must be present to be quorate.

3.6 *Volunteer Development Committee*

The Volunteer Development Committee meets regularly and works between meetings to encourage the recruitment and support (including necessary training) of all volunteers throughout the Association. The Committee sets any honorarium paid including those to any director (including the non-executive director) and the Chair of Council in accordance with the Presidential Honorarium Policy having conducted external benchmarking as necessary and received advice from the Finance Manager employed by the Association. The Committee also has the power to recommend certain appointments initially to Board and thereafter to Council and to a General Meeting following an open, transparent and fair selection process. The committee may consult outside of its membership with regards to those appointments.

The Committee will calculate any trustee honorarium (see section 8) according to the current procedural mechanisms which are reviewed by Council annually.

3.6.1 Appointment of chair

The chair will be appointed for a term of 3 years and will serve not more than two consecutive 3-year terms with a minimum of 1 year after ending the second term before reapplication is allowed. The position will be appointed by a selection committee chaired by the Chair of Council and including one of the Past-Presidents' representatives who sit on Council. As a general guide the chair will be a person with considerable experience within the Association as a volunteer and is likely also to have been a director. Normally the incoming Chair of VDC will attend for 2 meetings before assuming the role.

3.6.2 Membership of Volunteer Development Committee

- i. The chair of the VDC
- ii. A former director of the Association (usually a recent Past President)
- iii. A person of good standing within another veterinary association who is not a volunteer with the BSAVA
- iv. Two members (by guarantee) of the Association who are not Council Representatives

or current directors and are selected by the chair

The selection of Committee members will be by the Chair in consultation with the other members of the committee. Each member should expect to serve a term of at least 3 years, in the first instance. This period may be extended to accommodate rotation of members, or to better serve the Association. As a guide the members of this committee may not hold other volunteer positions that are appointed by the VDC within the Association during or for 3 years after their time on this committee. The Volunteer Manager may attend meetings of the Committee by invitation but does not have a vote in the event of any formal resolution.

All committee meetings can be attended remotely. One of the attendees or members present at the meeting should take minutes. A minimum of 3 members of the committee (including the chair) must be present to be quorate.

3.7 Proceedings of Council

3.7.1 Voting and Quorum

All questions before Council, unless designated elsewhere, shall be determined by a simple majority vote. The Chair of Council will not vote unless the vote is evenly split in which case the Chair of Council will make every effort to ensure a majority, if necessary, by modifying the question but ultimately may exercise a casting vote. A council meeting will be considered quorate if a minimum of 66% of those eligible to vote are present (either in person or remotely). Proxy votes are permitted. Persons who are attending as alternates can vote, providing they are qualified to do so (see 3.7.2 below).

Council will normally invite the Association's Board of Directors to their meetings, but these individuals do not have voting rights on Council.

All Council members as defined in this document have voting rights.

3.7.2 Attendance

Regular attendance in person at the relevant meetings is expected of all volunteers to enable them to carry out their role effectively. Failure to be able to achieve this, unless there are exceptional circumstances, would normally result in the individual stepping down. Council Representatives are expected to attend at least 50% of the Council meetings each year. Remote attendance may be permitted in exceptional circumstances and after discussion with the Chair of Council.

Directors of the Association, Chairs of VDC, ARC and Chair of Council may not appoint an alternative member to act on his or her behalf. Council Representatives may appoint another regional committee member from that region to act on his or her behalf at meetings of Council. Past Presidents' Representatives may appoint another Past President to act on their behalf at meetings of Council

4. Committees

4.1 Types of Committee

There are 3 types of Committee in the Association.

- Standing committees which exist as permanent bodies with regulatory or organisational roles
- Working committees which exist to deliver expert advice and support the Association's work
- Working groups which exist to deliver predefined outcomes
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The current list of committees is provided in Appendix 1

All members who sit on committees should be particularly aware that all discussions held within the committee are confidential to that committee and information should only be shared with other committees by agreement of the chair of that committee.

4.2 Establishing, modifying and terminating working committees and working groups

The establishment, modification or termination of working committees and groups is at the discretion of Board. These working committees will be operational or advisory and will report to Board, however chairs of these committees may also be asked to attend Council if items under discussion fall under their remit. Broadly speaking, the designation of a committee as a Working Committee will reflect that their remit is likely to be broad and have long-term significance to the Association.

In contrast, the designation of a committee as a working group reflects a short-term commitment to a specific purpose or activity with a predefined end point.

When establishing a working group or committee, the Board should give clear guidance on its purpose, terms of reference, composition, rights and obligations, budgetary constraints, reporting structure, key performance indicators or other measures of success and, if appropriate, the intended termination process / timescale.

4.3 The Past Presidents Committee

The Past-presidents committee is a permanent body formed of the past-presidents of the association that exists to advise the current officers of the association. Membership is for life, unless the committee decides to remove membership from one of its number. The Past Presidents committee shall meet to elect 2 representatives to Council. Each representative will serve a single term of 3 years unless they resign as a representative before the end of their term. The Past President committee is chaired by the longest serving Past president who is present at the meeting. Minutes will be taken by a volunteer from amongst the membership of the committee or the Honorary Secretary (if present). The Past Presidents committee shall be entitled to receive verbal reports from the current President and other officers as the Past Presidents require. They are also entitled to be informed by the President of the nominations for the Officers to the next General Meeting.

5. Volunteers and Directors

5.1 Appointments

The Volunteer Development Committee (VDC) is responsible for encouraging members to volunteer and to support them in their volunteering role. The committee also is tasked by Council to recommend to Council, after an open, fair and transparent selection process, suitable individual volunteers for appointment as:

- i. Officers of Board
- ii. Chairs of such Working Committees as are required by the Board or Council for the good running of the Association
- iii. Representatives of the Association

The Committee does not recommend the appointment of Council Representatives within the regions but may request fresh elections are held. The Committee does not recommend the appointment of volunteers to the membership of Working committees and groups or the chairs of Working Groups. However, the Committee may give advice to the Chairs of Regions or Working Committees and Groups regarding these positions when requested to do so or in the general interest of the Association.

The chair of the committee may be invited to be involved in the appointment of the Chair of Council and any non-executive directors, but this is not an automatic invitation.

5.1.1 Appointment of Officers

BSAVA Officers are appointed at a General Meeting (normally the AGM) using recommendations from the Council (which will usually be based on a single recommendation from the VDC). In making recommendations on Officer appointments, the VDC shall consider the overall composition and balance of the Board structure and the future succession of volunteers to other posts within the Association. In selecting officers, consideration is given to the volunteer's career to date within BSAVA and their professional background. The views of the current Board would normally be sought but these opinions must remain confidential and members of the Board who are applying for positions are excluded from any discussions. Council and the Past Presidents are notified of VDC recommendations for Officer roles at least 6 months before the AGM and both may make representations to VDC before applicant's names are forwarded to the AGM.

BSAVA Officers will normally have a substantial volunteer history with the Association. No member of any committee should hold an expectation of automatic progression to the Officer team. Similarly, there should be no expectation of progression to the Presidential ladder for appointments of Honorary Secretary or Treasurer.

There is an expectation that appointment of Junior Vice President will progress sequentially to Vice President, President and finally Senior Vice President (SVP), serving a maximum of one year in each position. The Senior Vice President becomes a Past President once they finish their year in that position. The Honorary Secretary and Treasurer serve for a maximum term of 3 years each. The Board may also require VDC to recommend to the AGM the appointment of one or more members as Directors also to serve a maximum 3-year term.

If there is more than one application for any Officer post, and VDC think it is appropriate to return the decision to Council, then Council shall have the right to hold a secret ballot to decide its preferred candidate to present to the AGM. Council shall then submit their final nominations for each post to the AGM. Any further nominations by members by guarantee shall be made in writing and be received by the Honorary Secretary not less than fourteen days before the AGM (or other General Meeting). In the event of such further nominations being received, a vote shall be taken at the AGM or General Meeting to elect any Officer whose post is subject to more than one nomination. The Board may indicate to the AGM or General Meeting which nominations are approved by the Board and which are not.

5.1.2 Appointment of Non-Executive Director(s)

One or more non-executive directors will be appointed at a General Meeting of the Association for a period of 3 years each and will serve as a Director of the Association. Such a non-executive Director will have substantial skills and experience gained outside of the veterinary profession. A non-executive director will serve not more than two consecutive 3-year terms with a minimum of 1 year after ending the second term before reapplication is allowed. When the position is to become vacant then the position will be externally advertised. An appointment committee that includes the Chief Executive Officer, the President and is chaired by the Chair of Council will interview applicants and make a recommendation to Council who will then make a recommendation to a General Meeting

5.1.3 Appointment of Chief Executive Officer

The Chief Executive Officer will be appointed by the Board and nominated as a Director of the Association at a General Meeting for a period of 3 years. The Chief Executive Officer may serve more than one period of office as a Director but at the end of each period of office their name will be presented back to the next General Meeting for re-election as a Director. When the position of Chief Executive Officer becomes vacant then the position will be externally advertised. An appointment committee that includes the Non-Executive Director, the President and is chaired by the Chair of Council will interview applicants and make a recommendation to Board, who will then make a nomination to a General Meeting.

5.1.4 Appointment of Working Committee Chairs

Chairs of BSAVA Working Committees are appointed for their three year term by the President on the recommendation of the VDC after due discussion by Board. In making recommendations on chair appointments, the VDC shall consider the overall composition and balance of the Working Committees structure and the future succession of volunteers to other posts within the Association. In selecting committee chairs, consideration is given to the volunteer's career to date within BSAVA, their skills and their professional background. The views of any incumbents would normally be sought but these opinions must remain confidential.

When the chair of a working committee is due to fall vacant, the VDC will identify an individual to assume the chair before the end of the term of the incumbent chair to enable the new chair to join the relevant committee as Incoming Chair. The expectation will be that the Incoming Chair will progress to chair the committee.

The current list of standing committees of Council and working committees and groups of Board is provided in Appendix 1

5.1.5 Regional Committee positions

Each Regional Committee shall have three Regional Officers (a chair, a treasurer and a secretary). In addition, each committee shall have a Council Representative and a BSAVA-PetSavers representative. An individual may hold any two of these Committee roles, but not three. Any role, except Council Representative, may be shared between two individuals (but not three). The appointment of Council Representatives is covered in section 3.4 and is not included in the remainder of this section. Nomination for a Regional Officer post is by election at an Annual Regional meeting (ARM) of that Region, voted on by those members (by guarantee) in attendance at the meeting. Each Region's ARM should be held after the last CPD meeting of the calendar year and before the last Regional Officers' Forum of the association year (which runs April to March). The ARM SOP should be followed. The names of the nominated Regional Officers are sent to the VDC who have the power to seek the opinion of Council or the Board as they feel is appropriate. If necessary, the VDC can reject the nomination should the VDC decide that it is not in the interests of the Association and require the Region to hold fresh elections. In the event of the VDC rejecting a nomination, the nominee may submit a written appeal to the next Council meeting. The VDC shall inform Council and Board of the outcome of the nomination. Assuming the VDC accepts the nomination, the new Regional Officer may take up their post immediately.

5.1.6 Other Positions

Appointments of individuals to all other volunteer roles within Working Committees and Groups and other posts in the Association is by invitation from the President on the recommendation of the VDC and following advertising to the membership where the VDC considers this appropriate. All approaches to potential volunteers must be made by the Volunteers Manager or someone nominated by them (which most likely would be the President or the Chair of the relevant committee) to avoid double approaches and maintain confidentiality.

From time to time, volunteers may be asked to provide external representation to other bodies on behalf of BSAVA. All external representative positions except for representation to the British Veterinary Association (which is provided by the incumbent President) should be advertised by the VDC to the volunteers. The appointment is by invitation from the President on the recommendation of the VDC. Regional representation on BVA committees for the devolved regions (Scotland; Northern Ireland; Wales) would normally be undertaken by the relevant Regional Chair. If the Regional Chair is unwilling or unable to do this, the position should be advertised by the VDC to the regional membership to ask for volunteers and the appointment by invitation from the President on the recommendation of the VDC.

Appointment of all representative posts is subject to ratification at a General Meeting of the Association. Council may temporarily approve any individual into vacant positions as it sees fit.

6. Members

6.1 Terms and conditions of membership

All applicants for membership who are accepted as members will be recorded within a secure database held by the Association. All members of the Association shall pay an annual subscription where appropriate of such amounts as may from time to time be decided by the Board. This membership is subject to certain terms and conditions (see Appendix 4). Membership is not transferrable. Notice of the proposal to alter the subscription must be given to each member at least one month in advance. The subscription shall become due immediately and on the yearly anniversary thereafter.

6.2 Termination of membership

Members may be removed from the list of active members for non-payment of membership fees, by virtue of resignation, or as a consequence of a decision by Board to remove either an individual member or an entire class of membership. A member may, at any time, resign their membership of the Association by giving at least 7 days' notice in writing to the Association. Any obligations, including obligation to pay membership fees, for the remainder of the relevant membership period will remain valid and, in these circumstances, the Association may demand the full balance of payment to be made for the remainder of the membership period.

The Directors may remove a member from membership if, acting reasonably and properly, they consider it to be in the best interest of the Association to do so. The member must be given at least twenty-one days' notice in writing of the meeting of the directors at which the removal will be proposed and the reasons why it is to be proposed. The member may make written representations to the meeting but may not attend. If the proposal to remove a member is carried by a majority vote of the Directors, then the Directors must inform the member in writing of the reasons for the removal within twenty-one days of the decision. If the member wishes to appeal, then the member can do so by a written submission to a Council meeting whose decision shall be final.

6.3 Categories of membership

The types, categories and eligibility criteria for each class of membership will be determined by the Board of Directors as it sees fit from time to time. At any one time, a member can only be a member of one category of membership. The categories of membership are as follows:

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6.3.1 Voting (guarantor) membership categories

All members who are guarantors of the Association shall have a vote at any general meeting based on one member one vote. To qualify for a voting membership, candidates for membership shall meet the following criteria:

- a) Have a good moral and ethical standing
- b) Be licensed, or be eligible to be licensed, to practice veterinary medicine and surgery in the United Kingdom or the equivalent organisation within their own country, unless specifically and individually relieved of this obligation by Board, or be named on the Royal College of Veterinary Surgeon's Register of Veterinary Nurses.

Only members who are guarantors of the Association can vote at a General Meeting. The subcategories of voting members are defined in Appendix 2 (section 10.2).

Guarantor members promise to contribute a sum specified in The Articles of Association (currently £1), if the charity is dissolved, towards the payment of the debts and liabilities of the

charity.

6.3.2 Non-voting (non-guarantor) membership categories

All members who are not guarantors of the association shall not have a vote at any general meeting. To qualify for non-guarantor membership, candidates shall meet the following criteria

- a) Have a good moral and ethical standing
- b) Meet the eligibility criteria listed in Appendix 2 (section 10.2) Non-guarantor members cannot vote at a General Meeting. Non-guarantor members can hold most positions within the Association, except Director, Council Representative and certain Council committee positions.

6.3.3 Honorary Members

The Association may confer Honorary Member status on individuals who qualify for membership by guarantee and who, in the opinion of Council, have made exceptional contributions to small animal veterinary care or research in its widest context. Honorary Members shall have none of the liabilities of members save for those required by the Companies Act and shall not be entitled to vote unless they also qualify as members by guarantee. They shall have the privilege of attending one congress a year without paying a registration fee and such other privileges as conferred on them by Council and recorded in Appendix 2. To become an Honorary Member a person must be nominated by 2 members by guarantee and be elected with a two-thirds majority at a quorate Council meeting.

6.3.4 Honorary Associate Members

The Association may confer Honorary Associate Member status on individuals who do not qualify for membership by guarantee who, in the opinion of Council, have made exceptional contributions to small animal veterinary care or research in its widest context. Honorary Associate Members shall have none of the liabilities of members save for those required by the Companies Act and shall not be entitled to vote. They shall have the privilege of attending one congress a year without paying a registration fee and such other privileges as conferred on them by Council and recorded in Appendix 2. To become an Honorary Associate Member a person must be nominated by 2 members by guarantee and be elected with a two-thirds majority at a quorate Council meeting.

6.3.5 Life Members

The Association may confer Life Member status to members (by guarantee) or former members (by guarantee) of the Association who have made exceptional contributions to the Association. Life Members shall have none of the liabilities of members save for those required by the Companies Act and shall not be entitled to vote unless they also qualify as voting/guarantor members. They shall have the privileges of attending one congress a year without paying a registration fee and such other privileges as conferred on them by Council and recorded in Appendix 2. To become a Life Member a person must be nominated by 2 full members and be elected with a two-thirds majority at a quorate Council meeting.

Past Presidents from January 1st following their 60th birthday shall be granted life membership.

6.3.6 Life Associate Members

The Association may confer Life Associate Member status to on individuals who do not qualify for membership by guarantee who have made exceptional contributions to the Association. Life Associate Members shall have none of the liabilities of members save for those required by the Companies Act and shall not be entitled to vote unless they also qualify as voting/guarantor members. They shall have the privileges of attending one congress a year without paying a registration fee and such other privileges as conferred on them by Council and recorded in Appendix 2. To become a Life Associate Member a person must be nominated by 2 full members and be elected with a two-thirds majority at a quorate Council meeting.

6.3.7 Patrons

Board shall have the power from time to time to invite, after discussion with Council, such persons or persons as it shall think fit to be the Patron or Patrons of the company. Such person or persons shall not in that capacity be a Board member or a Council member but may be admitted to Council in a non-voting capacity. Patrons shall have none of the liabilities of members save that imposed on members by the Companies Act and shall not be entitled to vote in a General Meeting unless they are also voting/guarantor members.

6.4 Rights & obligations

The general rights and obligations of each category of membership will be as determined by Board from time to time and may be varied and amended by Board as it sees fit. Irrespective of the class of membership, an overriding obligation of all members of BSAVA is to behave and act in a manner that promotes and supports the Association. High professional standards are considered mandatory and membership may be terminated if members act in a manner which could damage the activities or reputation of the BSAVA.

6.5 Conduct of members

It is expected that all members conduct themselves in a fit and proper manner in the activities of the Association and when representing the Association. Members, as representatives of the Association, should not do anything which might reasonably be expected to damage the image or reputation of the Association.

The Association has several policies, such as an expenses policy, which provide more detail on specific activities and expected behaviours within the Association. These policies apply to members of the Association and to staff of the Association. Actions and activities that contradict these policies will be regarded in the same light as those that are in contravention of the rules of the Association

7. General Meetings

7.1 Annual General Meeting

An Annual General Meeting of the Association will be organised each year (within 15 months of the previous year's General Meeting). The meeting will be chaired by the President. The meeting will receive reports from the President (as Chair of the Board), the Honorary Secretary (as Secretary of the company) and the Honorary Treasurer.

At each meeting the SOP for Annual General meetings will be followed. At the minimum, the following items will be voted on by the members present

- The appointment of the auditors for the following year
- The adoption of the annual report and accounts
- The appointment of the Senior Vice President
- The appointment of the President
- The appointment of the Vice President
- The appointment of the Junior Vice President

In addition, if the terms of office have expired then the following items may need to be voted on by the members present

- The appointment of the Honorary Secretary
- The appointment of the Honorary Treasurer
- The appointment of any Non-Executive Directors
- The appointment of the Chief Executive Officer as a Director of the Association

7.2 Other General Meetings

The procedure for holding a General Meeting is outlined in the Articles

8. Expenses

8.1 Presidential and other Trustees Honoraria

Any payments made to Trustees or Directors of the Association must comply with the requirements of the Charities Act and the Articles of Association. This precludes any automatic right to pay an Honorarium by right.

The President should be an active member of the small animal veterinary profession – in order to achieve this, it may be appropriate to award a compensation payment to the individual or the individual's current employer or other organisation as determined at the time.

The levels of such compensation payments are determined by Council on recommendation from the VDC. This is subject to the restrictions detailed in Section 73A of The Act. The detail of all discussions involved in approving an honorarium or salary should be recorded in the Council minutes and should demonstrate an appropriate audit trail for the decision, if approved.

It is also appropriate to award a compensation payment or salary to any non-executive directors and a salary to the chief executive officer. The levels of such payments will be recommended to Council by Board and based on independent benchmarking. The final decision rests with Council. Where necessary, appropriate permission should be sought from the Charity Commission.

These payments are subject to the restrictions detailed in Section 73A of The Act. The detail of all discussions involved in approving honoraria should be recorded in the Council minutes and should demonstrate an appropriate audit trail for the decision, if approved.

The President (and the others on the presidential ladder), CEO and NED should declare an interest in any agenda items on Board or Council where the level of payment was being discussed and should absent themselves from the meeting for the period of any such discussion.

The Chair of Council is not a director or trustee but any payment should comply with the Articles of the Association. Any payment shall be determined by Board.

8.2 Event attendance

Volunteers are often required to help run the Association's events including congresses and regional CPD meetings. Where such attendance is required the Association will supply free registration and re-imburement of such expenses of attendance as defined in its expenses policy. Attendance at such events is not a reward or compensation for other activities. Volunteers who attend such events should be available and willing to assist with the organisation and general good running of such events.

8.3 Equipment

Any equipment provided to a member for their use remains the property of the Association and must be returned to the Association when requested or at the end of the term of office as a volunteer.

9. Appeals Process

9.1 Grounds for appeal

The grounds for appeal are very broad but appeals are most likely to be successful when they are made against the 'process' rather than the 'result'. If the Association has not followed its own rules, or the rules are deemed unreasonable, then the appeal stands a good chance of

success. If the appeal is against the result, then it is unlikely to be successful. Appeals do not generally provide more information to appellants on the reasons for the Association's adverse decision. If appellants wish to know more than they have already been told then they are advised to write to the Honorary Secretary who will then pass the request on to the chair of the relevant Association committee, including if needed the Board and Council.

9.2 Documentation required

Any individual who or organisation that wishes to appeal a decision made by the Association must do so within 60 days of the postmarked date of their notification of that decision. The request for appeal must be made in writing (by letter or digitally) to the Honorary Secretary of the Association and shall include a statement of the grounds for reconsideration and documentation in support of the petition. Supporting letters from other affected individuals are permissible. All correspondence will be addressed to the main appellant.

9.3 Appeal Committee

In the event of an appeal to a decision by the Association, the Honorary Secretary of the Association shall advise the affected person or the relevant official of the organisation affected by the decision of the procedure for appealing the adverse decision when requested to do so.

Following the receipt of an appeal, the Honorary Secretary shall notify the President, the Chair of Council and the chair of the relevant Association Committee. The President and Chair of Council shall appoint a committee of three members by guarantee who are independent of all the affected parties to the appeal to serve as an Appeal Committee. In exceptional circumstances, an individual who is not a member of the association may be appointed. The appellant must be informed of the proposed membership of the Appeal Committee within 15 days of their appointment. The Appellant then has an opportunity to raise concerns or object to the membership of the Appeal Committee. Sufficient, evidence of their concerns or objections must be provided.

A complete dossier will then be provided for the Appeal Committee to review containing all the documents supplied by the appellant and the Association's reasons for the adverse decision included, where relevant. The President and Chair of Council may give an opinion to the members of this Appeal Committee but no other Member (any category) of the Association or Member of Association's staff should do so, unless requested by the Appeal Committee.

9.4 Decisions

The Appeals Committee shall meet and make a decision within 60 days of appointment of the Committee. The Appeal Committee will inform the President of their decision and the President will inform the appellant.

9.5 Further Appeals

After completion of the appropriate procedure by the steps described above, if the affected party is not satisfied with the final decision rendered by the Association Appeals Committee, he/she may request mediation by the President of the British Veterinary Association. The decision of the British Veterinary Association will be regarded by the Association (BSAVA) as final.

10. Appendices

10.1 *Appendix 1: The Committees and Groups of the Association*

10.1.1 Standing Committees

Standing committees are committees that exist as permanent bodies with regulatory or organisational roles. They are formed according to the needs of the Association. The current standing committees of Council are

- Audit and Risk Committee (ARC)
- Volunteer Development Committee (VDC).

10.1.2 Working Committees

Working committees are committees that report directly or indirectly to Board and are formed according to operational needs of the Association. The current working committees are

- Congress
- Education
- PetSavers Management
- Publications
- Regional
- Scientific

10.1.3 Working Groups

Working groups report directly to a Standing Committee or Working Committee. They are formed according to the operational needs of the Association. The current working groups are

- PetSavers Grant Awarding (reports to PetSavers Management and Scientific)
- JSAP Editorial Board (reports to PetSavers Management and Scientific)
- Congress Programme (reports to Congress)
- PDP Resource Editorial Committee (reports to Education)
- Events Working Group (reports to Board)

10.2 Appendix 2: Membership categories

BSAVA represents vets and vet nurses, as well as vet students and overseas veterinary professionals. The categories of membership are listed below and information on the benefits of each category of membership can be viewed on the BSAVA website - <http://www.bsava.com/Membership/Memberbenefits.aspx>

Membership category	Eligibility	Member by guarantee and able to vote at General meetings ¹	Possible additional roles within the Association
Full	Veterinary surgeons in their fourth or subsequent years since graduating with a primary veterinary degree entitling them to membership of the RCVS, or the equivalent organisation within their own country.	YES	All volunteer and director positions
First Year Qualified	Veterinary surgeons in their first year since graduating with a primary veterinary degree entitling membership of the RCVS, or the equivalent organisation within their own country.	YES	All volunteer positions
Second Year Qualified	Veterinary surgeons in their second year since graduating with a primary veterinary degree entitling membership of the RCVS, or the equivalent organisation within their own country.	YES	All volunteer positions
Third Year Qualified	Veterinary surgeons in their third year since graduating with a primary veterinary degree entitling membership of the RCVS, or the equivalent organisation within own country.	YES	All volunteer positions
Postgraduate	Veterinary surgeons undertaking full time studies in the UK or Republic of Ireland and is verified with an annual certificate signed by their supervisor.	YES	All volunteer positions
Senior (closed to new applications)	Member of, or be eligible for registration with, the RCVS or a veterinary practitioner listed on the Supplementary Register	YES	All volunteer and director positions
Retired 70+ non-practising	Be over the age of 70 years and have been a member by guarantee for at least 5 years before the date of application and be no longer licensed to practice veterinary medicine or veterinary nursing as defined by being listed as Retired on	YES	None

Vet Nurse		the relevant professional register in their own country Be licensed to practise veterinary nursing in the United Kingdom or the Republic of Ireland, unless specifically and individually relieved of this obligation by Board	YES	All volunteer positions
Honorary (Associate)		Elected by Council with a 2/3rds majority in recognition of an exceptional contribution to small animal veterinary care or research. Associate status is conferred on those individuals who do not qualify for membership by guarantee	NO (unless also qualified to be a member by guarantee anyway)	None
Life (Associate)		Elected by Council with a 2/3rds majority in recognition of an exceptional contribution to the Association. Automatic for Past Presidents after they have passed 60. Associate status is conferred on those individuals who do not qualify for membership by guarantee	NO (unless also qualified to be a member by guarantee anyway)	None
Student member		Studying for a primary veterinary degree in the UK and ROI and have a valid university email address.	NO	University representatives and committee memberships
Overseas member	Student	Studying for a primary veterinary degree at an institution outside the UK and ROI.	NO	University representatives and committee memberships
Student Vet Nurse		Be a matriculated student enrolled on a course studying towards a qualification that enables registration on the Royal College of Veterinary Surgeon's Register of Veterinary Nurses.	NO	University representatives and committee memberships
Overseas member		Be licensed to practise veterinary medicine and surgery in a country other than the United Kingdom and have permanent home and work addresses outside the United Kingdom, unless specifically and individually relieved of this obligation by Board	NO	University representatives and committee memberships

10.3 *Appendix 3: The Principles of Standards in Public Life*

The 7 principles of standards in public life that all members, volunteer and directors are expected to follow when involved in the activities of the Association (Based on Nolan 1995)

1. Selflessness

Holders of public office should act solely in terms of the public interest and that of the Association.

2. Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3. Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4. Accountability

Holders of public office are accountable to the public and the members of the Association for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5. Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public or from the members of the Association unless there are clear and lawful reasons for so doing.

6. Honesty

Holders of public office should be truthful.

7. Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

10.4 Appendix 4: Terms and Conditions of Membership

BSAVA is a Company Limited by Guarantee No. 02837793 and is also a registered Charity No. 1024811.

BSAVA was founded in 1957 as a professional body to serve veterinary surgeons who treat companion animals and now has over 10,000 members. The majority of our members work in practice as veterinary surgeons or veterinary nurses. On behalf of our members, BSAVA:

- Encourages veterinary surgeons and nurses to develop their professional skills
- Runs an extensive programme of continuing education courses and seminars throughout the UK
- Hosts one of the biggest annual small animal conferences in Europe, attracting over 7,000 delegates
- Publishes books, online resources and videos on a diversity of small animal topics
- Publishes the monthly Journal of Small Animal Practice and Companion, exclusive to members
- Maintains contacts with small animal practitioners through the Regions, who organise local CPD and events
- Provides access to discounts and services through identified third party providers
- Through its associated charity, BSAVA-PetSavers, funds clinical investigations into the diseases of companion animals
- Provides a forum for the discussion of issues of importance to veterinary surgeons and nurses in small animal practice and submits evidence on their behalf to the British Veterinary Association and the Royal College of Veterinary Surgeons as well as to government departments
- Liaises with other veterinary professional bodies through regular meetings
- Informs and keeps members up to date with the latest issues and events impacting the small animal veterinary profession
- Represents member interests internationally through various European and world small animal organisations

Membership packages may vary according to the grade of membership held. We reserve the right to change the benefits that apply to the various grades of BSAVA membership at any time and without prior notice.

Services supplied from an external provider will be subject to the provider's own terms and conditions, and BSAVA does not accept any liability for loss or damage suffered as a result of any fault, error or omission in the provision of these services.

BSAVA reserves the right to change external providers without prior notice and its decision on the nature and extent of services provided is final.

10.4.1 Background

BSAVA's main charitable object is as follows:

"The promotion for the public benefit of high standards of education and practice in the veterinary care and treatment of small animals and the dissemination of related information to both veterinary practitioners and the public."

The Members of BSAVA are those individuals or organisations who have applied to become members and have been approved as such by the Council Members. Membership is not transferable

As a Limited Company the liability of members is limited. Also as the company is limited by guarantee it means that that every member (by guarantee) of BSAVA promises, if BSAVA is dissolved while they are a member or within twelve months after they cease to be a member, to contribute such sum (not exceeding £1) as may be demanded of them towards the payment of the debts and liabilities of BSAVA incurred before they cease to be a member, and of the costs charges and expenses of winding up.

10.4.2 Application for membership

Membership application forms will be provided in hard copy or online. All applicants who are accepted as members will be recorded in the list of current members.

Board may only refuse an application for membership from a suitably qualified applicant if, acting reasonably and properly, it considers it to be in the best interests of BSAVA to refuse the application. Board must inform the applicant in writing of the reasons for refusal within twenty-one days of the decision. Board must consider any written representations the applicant may make about the decision. Board's decision following any written representations must be notified to the applicant in writing but shall be final.

10.4.3 Membership Contract

When you submit your application on line, or by post, or e-mail us with the details of your application, you are making an offer to become a member which if accepted by Board will result in a legally binding contract.

At the point of renewal of your membership, your renewal payment is confirmation of your continued acceptance of membership which shall remain ongoing until it lapses.

10.4.4 Member's rights & obligations

The types, categories, eligibility criteria, general rights and obligations of each category of membership will be determined by Board from time to time, and may be varied and amended by Board as it sees fit. Irrespective of the class of membership, an overriding obligation of all members of BSAVA is to behave and act in a manner that promotes and supports BSAVA and its charitable objects. High professional standards are considered mandatory and membership may be terminated if members act in a manner which could damage the activities or reputation of BSAVA. Removal for this reason, for non-payment of membership fees, or any other reason will be at the sole discretion of Board and follow the removal process outlined below.

10.4.5 Removal of membership

Members may be removed from the list of active members for non-payment of dues, by virtue of resignation, or as a consequence of a decision by Board to remove either an individual member or an entire class of membership. Prior to removal from the list of members for non-payment of membership fees, a defaulting member receives a minimum of two requests for payment to be made.

A member may resign at any time although any obligations including the obligation to pay outstanding fees for the remainder of the relevant membership period will remain.

In the event that Board removes an entire category of membership, all those affected members will be informed in advance in writing before any changes become effective. If possible, another relevant class of membership will be offered to the affected members but, if this is not possible, BSAVA will either offer the entitlements of membership until the end of their current membership period or repayment of any fees relating to that period, on a pro-rata basis.

Board, may remove any member at its sole discretion. In the event that Board intends to consider removal of a member, that member will be informed in writing at least 21 days before the Board meeting. The member will be invited to submit a statement which will be circulated with any other paperwork to all Board members in advance of the meeting. The decision (and reasoning behind it) will be reported back to the member in writing. The decision is final and unless decided otherwise, membership cessation will take immediate effect.

10.4.6 Data Protection and use of Personal data

Both parties will comply with all applicable requirements of the Data Protection Legislation (as defined in Schedule 1). This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Capitalised terms used in this

clause will have the meaning ascribed to them in the Data Protection Legislation.

The parties acknowledge that, for the purposes of the Data Protection Legislation, BSAVA is the Data Controller in respect of all Personal Data processed or collected in connection with BSAVA membership. The clause sets out the scope, nature and purpose of processing by us. The duration of the processing and the types of personal data and categories of Data Subject.

We shall collect, process and use your personal data in accordance with our Privacy Policy available at <https://www.bsava.com/About-us/Privacy-Policy>.

We shall use your Personal Data that we collect of you for the primary purposes of:

- (a) carrying out our general business operations;
- (b) communicating with you;
- (c) responding to your enquiries and complaints;
- (d) meeting our legal and regulatory obligations;
- (e) conducting, improving and developing our relationship with you;
- (f) carrying out direct marketing, i.e. to provide you with product and promotional information and details of offers;
- (g) improving our website;
- (h) keeping our website secure and preventing fraud; and
- (i) verifying compliance with the terms and conditions governing the use of our website.

We will not disclose your personal information to another party except for in accordance with our Privacy Policy available at <https://www.bsava.com/About-us/Privacy-Policy>

We will retain your Personal Data for a period of 7 years following the date of our last contact with you at which such time we will delete your personal information from our systems.

You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal data to us for the duration and purposes of this agreement.

We shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

- (a) process that Personal Data only on the written instructions of you unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to BSAVA to process Personal Data (Applicable Laws). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from, so you;
- (b) ensure that we have in place appropriate technical and organisational measures, to protect you against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area, such as the

USA, unless the following conditions are fulfilled:

- i. You or we have provided appropriate safeguards in relation to the transfer;
 - ii. The data subject has enforceable rights and effective legal remedies;
 - iii. We comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. We comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- (e) notify you without undue delay on becoming aware of a Personal Data breach;
 - (f) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

You consent to BSAVA appointing Dotmailer, Alpha Response, Wiley, SilverBear, ITN International, LogMeInInc.com and Vend, or any other such third-party processor that BSAVA may appoint from time to time, as a third-party processor of Personal Data under this agreement. BSAVA confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. Please see BSAVA'S Privacy Policy, available at <https://www.bsava.com/About-us/Privacy-Policy> for further details of the policy we apply to any third-party organisations in order to keep your Personal Data safe and protect your privacy.

As between the member and BSAVA, BSAVA shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

Either party may, at any time on not less than 30 days' notice, revise this Data Protection clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

We warrant that we will process your Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

We warrant that, having regard to the state of technological development and the cost of implementing any measures, we will:

- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of your Data and against the accidental loss or destruction of, or damage to, your Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
 - (ii) the nature of the data to be protected; and
- (b) take reasonable steps to ensure compliance with those measures.

You warrant that you have all necessary permissions and consents to transfer your Data to us and agree that we may store your Data on servers outside of the EEA. You hereby agree to indemnify and hold us harmless from and against any losses, liabilities, damages, costs and expenses suffered or incurred by BSAVA as a result of or in connection with any breach by you of the warranty in this clause.

10.4.7 Information Services

We will use our best endeavours to ensure that all information provided by us is as up to date as possible. However, you should not rely on the information provided as the sole basis for making business, legal or other decisions. You should seek appropriate independent advice before making any such decisions.

You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address or SMS number, then we may send information which may be of interest.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below.

Our events and courses are subject to separate terms and conditions. Please check these at the time of booking

10.4.8 Communications and Marketing

BSAVA will ensure your rights are protected under the Privacy and Electronic Communications Regulations in relation to the marketing communications you wish to receive and the manner in which you wish to receive them.

However, there are certain communications that need to be sent to you regardless of your marketing preferences. These are what BSAVA describes as essential communications to fulfil our obligations to you as a member of BSAVA.

Examples of these types of communication are:

- Electronic transaction notification messaging, such as Direct Debit confirmation;
- Membership related E-mailings such as your renewal reminder;
- Financial Statement;
- BSAVA-PetSavers;
- Our regular magazines and AGM congress E mail notices; and
- Member news and information via email relating to the services which form part of your membership package.

We use email as the primary method for contacting our Members. If we do not have a valid email address, we will contact you via post.

By becoming a member of BSAVA you confirm that you also accept the terms of our privacy policy as set out below.

10.4.9 Subscribed Journal and Magazine Delivery

We will deliver all publications and journals subscribed to as part of your chosen membership categories to the address you notify to us when you become a member of BSAVA.

You agree that we will not be responsible for failure to deliver these publications if you have supplied us with an incorrect address or have failed to notify us of a subsequent address change.

10.4.10 Force majeure

BSAVA shall not be liable for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably planned for or avoided.

In those circumstances BSAVA will recommence delivery of services as soon as is reasonably possible.

10.4.11 Cancellation and Refunds

BSAVA Membership is a rolling annual agreement which will (subject to the provisions set out below) automatically renew upon the anniversary of your application. You will receive a renewal notice in advance of the anniversary of your application date, any changes to your categories of membership and informing you of any changes to the amount of your Direct Debit payment. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us, in writing by letter or email.

No refund of any fees will be given unless the notice requirements set out above are complied with.

Once your membership has been renewed, it will still be possible to cancel your membership, however other than in the circumstances set out below we are not obliged to offer any refund if notice has not been given.

Full or partial refunds for membership will be given on request only under the following circumstances: -

- If membership is cancelled within a 14 day cooling off period in line with the Consumer Rights Act 2015.
- If there is an overpayment of any membership fee
- If the member changes category, i.e. Full Member to Post Graduate member, following the provision of the required evidence to Membership Services.
- Death of the Member
- If an error has been made by BSAVA in processing a membership application

10.4.12 Refunds process

BSAVA will endeavour to process any refund within 5 working days. The refund will be made to the original payer. All card refunds will be made back to the original card used. Payments made by cheque can be refunded using a BACS transfer.

10.4.13 Price Information

The fees displayed on the application section of the website in relation to orders placed on-line and the fees shown on a current application form, or quoted by a member of BSAVA Staff are those which will apply.

A one-off payment may be made for your initial membership subscription or renewal, by cheque, credit/debit card or by an annual direct debit payment. A monthly Direct Debit arrangement is also available.

We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase with your renewal correspondence. If we discover an error in the cost of your membership subscription, we will inform you as soon as is reasonably possible.

10.4.14 Credit Card Payments

When you to apply to BSAVA either on-line, by post or by email you confirm that you have obtained the express prior permission of the credit/debit card holder. If you are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of

the credit/debit card holder before entering the payment details.

10.4.15 Direct debits

Payment by direct debit is the most straightforward and convenient way to pay your BSAVA membership.

If you have a direct debit agreement with BSAVA then payment is made automatically through your bank or building society, beginning on the payment date shown on your renewal notice. If you are setting up your direct debit, then the first payment will be taken from your account on the 15th day of the month or first working day thereafter.

10.4.16 Liability

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider. Our liability to you in the event of publications being lost in dispatch shall be limited to replacement of the missing issues.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer

10.4.17 Variation

We may change these terms and conditions at any time upon giving you 14 days notice in advance. The most recent edition of these terms and conditions will be binding upon you.

10.4.18 Prize Draw and competition rules

All prize draws and competitions which are associated with our offers are subject to separate terms and conditions, as written at the time of the prize draw, competition or offer. Prize draws are not open to employees or Board Members of BSAVA.

10.4.19 Governing law and jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

10.4.20 Third Parties

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999

10.4.21 Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous editions of the Terms and Conditions, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.4.22 BSAVA Brand

Use of our logo by members is not permitted unless granted express permission has been granted. All requests should be directed to the BSAVA Marketing department.

10.4.23 Queries, comments and complaints

If you have any queries, comments or complaints about your subscription please contact our membership services team:

Telephone: 01452 726700

Email: Administration@bsava.com

Post: Woodrow House, 1 Telford Way, Quedgeley, Gloucester, GL2 2AB

10.4.24 Schedule 1: Definitions:

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then

(ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.