Conwy Beekeepers Ltd

Constitution (Company rules) Reviewed: August 2026

Title

Conwy Beekeepers Limited (CBK), is a not for profit company limited by guarantee.

Company Number: 9144802

1 - References:

a) CBK Articles of Association

b) CBK Data Protection Policy

c) CBK Policy for Safeguarding Children, Young People and Vulnerable Adults.

2 - Aims and Objectives

To encourage, improve and advance beekeeping in the County of Conwy and neighbouring areas, Conwy Beekeepers will:

a) Develop co-operation between beekeepers, and share beekeeping ideas and experience.

b) Encourage members to take national beekeeping assessments and exams.

c) Liaise with relevant government departments.

d) Co-operate with other beekeeping associations and with beekeeping researchers, and with beekeeping development charities.

e) Raise funds by means of subscriptions, donations, grants, hiring out equipment, small-scale buying and selling bees and equipment, and any other legal means.

f) Conwy Beekeepers will be affiliated to the Welsh Beekeepers' Association, if it is to the advantage of the membership.

g) Encourage community participation in observing and learning about bees, to develop an awareness of the importance of bees.

h) Organise Conwy Seed Fair and Conwy Honey Fair.

i) Maintain a website www.conwybeekeepers.org.uk

3 - Culture, Values and Standards of CBK

d) *Volunteers* - CBKA recognises and deeply values the contributions of our volunteers. Their dedication, skills, and commitment are essential to the success of our Association. We are committed to providing a supportive and welcoming environment where volunteers feel valued, heard, and respected.

e) *Safe-guarding of Young People and Vulnerable Adults* - CBK has a Policy for Safeguarding Children, Young People and Vulnerable Adults.

f) *Equality, Diversity and Inclusion* - CBK strives to be an organisation in which the benefits of diversity and inclusion are recognised and valued. The following behaviours will not be tolerated:

Bullying and Harassment. Includes, but is not limited to:

- Offering verbal or physical threats
- Sexual pestering or propositioning
- Inappropriate behaviour regarding minors or vulnerable persons.

Racism. *Includes, but is not limited to:*

- The use of racist language or showing disfavour or preference on grounds of race or colour.

Prejudice on Grounds of Gender or Sexual Orientation. Includes, but not limited to:

- Giving preferential treatment, causing disadvantage, offering or withholding favours or advancement, on grounds of gender or sexual orientation.

g) *Unacceptable Behaviours* for which CBK will take appropriate action, includes, but not limited to:

- Being present at a CBK Apiary site or a CBK public engagement or training event, under the influence of alcohol or drugs.

- Representing views, to the media or general public, as being held by CBK, which may be controversial and counter to the CBK stated view or policy.
- Bringing CBK into disrepute within a public forum, such as social media or the press.

4 - Membership

Conwy Beekeepers Ltd. (CBK) is a non-profit making 'Company Limited by Guarantee', a corporate structure which provides limited liability and protection for CBK Members' personal assets from any company debts, fines or lawsuits. Full Members act as guarantors rather than shareholders. When a person submits an application form and membership fee is paid, that person applies to become a Member of Conwy Beekeepers Ltd and as a Member (Full Members only), they undertake to pay a nominal sum of £1, as specified in the CBK Articles of Association, towards the company's debts in the unlikely event that the company be dissolved whilst they are a Member, and for a period of one year after their membership ceases. The CBK Articles of Association, CBK Privacy Policy (how we handle and protect Member data) and this Constitution can be found on our website. https://conwybeekeepers.org.uk/

There will be five categories of membership:

a) **Full (single) Member** – Full membership of Conwy Beekeepers and Indirect Membership of the Welsh Beekeepers' Association. This gives access to education, third party liability insurance and free Bee Disease Insurance (BDI) for the first three hives.

b) **Family Member** – Full membership of Conwy Beekeepers for the applicant and non-voting Family Membership for all of the applicant's family living at the applicant's home address. Indirect Membership of the Welsh Beekeepers' Association for the applicant as the Registered Member. This gives the applicant access to education, third party liability insurance and free Bee Disease Insurance for the first three hives.

If Family Membership is chosen, the applicant must register their Partner(s) and/or Junior(s) if they are ACTIVE Beekeepers. Partner fees are not included in the Family Membership Fee but are paid separately under

the partners own record. Junior Membership is free but Juniors must be recorded as family members in order to be eligible for the membership benefits.

c) **Partner Member** - Full membership of Conwy Beekeepers and Indirect Membership of The Welsh Beekeepers' Association including access to education and third party liability insurance.

d) **Junior Member (Under 18)** – Non-voting membership of Conwy Beekeepers and Indirect Membership of the Welsh Beekeepers' Association including access to education and third party liability insurance via the lead Beekeeper in the family.

e) **Honorary Life Member -** Individuals upon whom CBK confers Full (single) Membership without any membership subscription being levied, in recognition of their contribution to CBK.

WBKA Benefits				CBK Benefits	
Membership type	*3rd party / Public liability Ins.*	*BDI for up to 3 colonies*	*WBKA magazine*	*AGM vote*	*Free training (except beginners course)*
Full Single	✓	✓	✓	✓	✓
Family	x	x	x	x	x
Partner	✓	x	x	✓	✓
Junior	✓	x	x	x	✓
Honorary	✓	✓	✓	✓	✓

5 - Subscriptions

Annual subscription fees shall be payable by each member.

a) The subscription fees and terms of payment will be decided by the committee. Members will be advised of the fee rate for the following year in early December andthis rate shall apply from the first of January.

b) New Members joining after 1st September will receive the balance of that year free of charge. Their membership will run until 31st December of the following year.

c) Membership will be deemed to have lapsed if the subscription is not paid by the end of February.

6 – The Committee and Officers

a) The management of Conwy Beekeepers Ltd. shall be the responsibility of the Committee.

b) The Committee shall consist of the Officers (Chair, Vice-Chair, Secretary, Vice Secretary, Membership Secretary, Treasurer, Vice-Treasurer) and about eight other Committee members.

c) Membership of the Committee shall be open to any consenting Individual Member whose nomination has been formally proposed and seconded by two other Individual Members. Such nominations are to be received and confirmed by the Secretary at least 7 days prior to the Annual General Meeting.

d) The Committee is itself empowered to nominate eligible and consenting Individual Members and also other non-voting individuals to the Committee.

e) Members of the Committee shall serve for a term of 12 months, and shall be eligible for re-election for an unlimited number of terms if so willing.

f) The Officers may hold Office for a term of up to three years and shall be eligible for re-election for one further term. No elected Committee member shall serve longer than six consecutive years in one Office. Immediately thereafter, Committee members shall not be eligible for re-election to the same Office for a period of three years but may remain on the Committee and may be elected to serve in another

Commented [RSH1]: Attempts to rationalise and clarify apparent duplication and ambiguity in Clauses 6b and 6c.

Commented [RSH2]: A "term" in this context means 3 years so this clause means that Officers can serve up to 2 Terms = 6 years, provided they are re-elected to the Committee and also to Office.

The conflict between this clause and Clause 7e is eliminated by deleting the latter.

Office during that period. In the event that no suitable replacement for a retiring Officer is willing to stand, the Committee shall have the power to authorise the continuation in Office of the retiring Officer for a further year if they are willing to do so.

g) The Committee may appoint sub-committees as it deems necessary. The Chair and Vice-Chair are to be ex-officio members of all such sub-committees. None of these appointments require ratification by any General Meeting.

h) No members of the Committee are permitted to participate in any discussion or vote in any debate in which they may have any conflict of interest. Such an interest must be declared beforehand and at the discretion of the Chair that person may present relevant information for discussion.

i) The Committee will endeavour to meet monthly with a minimum of at least four times per year.

j) A quorum will consist of five voting members.

k) The Chair at any meeting will have a casting vote.

l) Decisions of the Committee will be binding on all members.

m) The Committee will organise a programme of meetings, to include lecture meetings and apiary meetings.

n) The Committee shall have the power to refuse membership of CBK to any person for any lawful reasons it deems fitting.

o) The Committee shall also have the right to terminate membership of any member who behaves in a manner unbefitting to their status in CBK or where they may bring CBK into disrepute. Such termination shall require CBK to return their subscription paid on a monthly pro-rata basis

p) An EGM may be called at any time by the Committee, or by seven Individual Members giving written notice. At least 21 days notice must be given to the membership. This notice must state why the EGM has been called.

7 - Annual General Meeting

The AGM will be held no later than 28th February. The following business only will be transacted:

a) Chairman's report for the previous year.

b) Treasurer's report, accounts and balance sheet.

c) Secretary's report.

d) Election of Officers and other Committee members.

e)

f) Nominations for Committee members should reach the Secretary 21 days before the AGM.

g) The AGM agenda will be sent to all members at least 14 days before the AGM.

8 - Finance

a) The financial year will end on 31st December.

b) The Committee will take responsibility for the accounts.

c) A balance sheet made up to 31st December will be given to members at the AGM.

Commented [RSH3]: Members should have the opportunity to scrutinise AGM papers prior to the meeting – best practice to distribute them one week in advance though this need not be stated explicitly in the constitution.

d) The bank account will be in the name of Conwy Beekeepers Ltd. and will be operated by the Treasurer, Secretary and Chair. Cheques will require any two signatures from the three approved signatories.

e) Any property or funds will be invested in the name of Conwy Beekeepers Ltd.

9 - Amendments

The Constitution may be amended provided that at least 21 days' notice of the proposed amendment, and also the date of the meeting at which the amendment will be submitted, are given by the Secretary to each Member of the Company. The Constitution may only be amended at the AGM or at an Extraordinary General Meeting.

10 - Dissolution

Any proposal for winding up Conwy Beekeepers Ltd. will be considered at an EGM, giving at least 21 days' notice to the Members. A minimum of 75% of the membership must attend, and 75% of those present must vote in favour, before the proposal is carried.

If, upon winding up or dissolution, there remains any property, after settlement of all debts and liabilities, that property will not be paid or distributed to Members, but will be given to some other like-minded

organisation. The winding up proposal must include provision for the distribution of those assets.