

Bylaws of the Long Distance Walkers Association Ltd

Adopted by the National Executive Committee October 2025

Bylaw 1 Membership

1. Categories of Membership

The following categories of membership shall exist and are open to any individual or any appropriate entity, group, or organisation considered by the Committee to otherwise qualify pursuant to the following membership descriptions:

- Individual Members shall mean Members of the Association in their own singular right living in the UK, Channel Islands or Isle of Man;
- International Members shall mean individual Members of the Association living outside of the UK, Channel Islands or Isle of Man;
- Family Members shall mean a family unit of up to two adults and all children under the age of 18 on the 1st January of the year of membership residing at the same address. A Family Member shall be admitted as a Member of the Association through the person of its nominated representative from time to time;
- Honorary Members shall mean Members or other individuals who have performed an outstanding service, or who have made an outstanding contribution, to the development of Long Distance Walking or the Association generally and have been awarded a Lifetime Membership by the Association, as may be decided by a majority resolution of the Members in a general meeting of the Association following nomination by the Committee.

2. Subscriptions

2.1 Each Member shall pay annually to the Association a subscription to be determined annually by the Committee. Any changes will be made in consultation with Members.

2.2 Subscriptions shall become due on January 1st and cover the year to 31st December following.

3. Conditions of Membership

3.1 Any person or any entity, group or organisation desiring to subscribe for membership to the Association shall:

(i) Forward to the Membership Secretary of the Association the appropriate completed application for membership, which shall be in such terms as the Committee shall require from time to time and as may be set out in other Bylaws;

and

(ii) Forward one year's subscription and such further information as may be requested from time to time by the Committee;

and

(iii) Agree to support the aims and objects of the Association and to abide by the terms and conditions of membership as set out in the Articles and the Bylaws for the time being in force.

All disputes concerning the status of any person subscribing or wishing to subscribe to the Association for membership shall be referred to the Committee whose decision shall be final. The Committee shall have the right to decline membership of the Association to any person without giving any reason.

3.2 All Members who are event organisers shall undertake to agree to keep the Association up to date and provide details of adequate insurance for the Long Distance Walking events that they intend to advertise in Strider, on the Association's website or other media belonging to the Association, together with sufficient details of the organisation of the event to satisfy the Committee that the Association's Guidelines have been applied and safety precautions are in place. No event shall be advertised or sanctioned or otherwise approved by the Committee unless the event organisers shall provide evidence to the Association that the Guidelines have been adopted and followed.

4. Rights of Members

4.1 Each Member shall be entitled to:

- receive proof of membership;
- once in any year be sent on request a copy of the Annual Report and Accounts of the Association;
- receive a copy of each issue of Strider;
- be entitled to membership of any Local Group of their choice.

4.2 Each International Member shall be entitled to:

- receive proof of membership;
- once in any year be sent on request a copy of the Annual Report and Accounts of the Association;

- receive a copy of each issue of Strider in electronic form and a hard copy of Strider posted to them if they have selected the higher subscription rate;
- be entitled to membership of any Local Group of their choice.

4.4 All Members shall be entitled to attend and speak and vote at general meetings and shall have the number of votes on business at general meetings (whether the vote is conducted by a show of hands or poll) and on Members' decisions made outside of meetings (whether made by written resolution or ballot) as detailed below:

- (i) An Individual Member shall be entitled to one vote;
- (ii) An International Member shall be entitled to one vote;
- (iii) Each Family Member shall be entitled to a maximum of two votes. No individual member within the family unit will be permitted to cast more than one vote;
- (iv) An Honorary Member shall have the same rights as an Individual Member.

5. Retirement and Discipline of Members

5.1 Any Member of the Association desiring to resign his, her, their or its membership shall signify such desire in writing to the Membership Secretary of the Association; the Member's name shall then be removed from the membership register which shall signify the immediate cessation of membership of the Association. The Member shall not be entitled to any rebate of subscription upon resignation.

5.2 Any Member whose annual subscription is unpaid by the 1st March of each year shall cease to be a Member of the Association and shall forfeit all rights in and claims upon the Association unless the Committee suspend the operation of this provision as regards any particular Member on such terms as it at its discretion may determine.

5.3 The Association shall be entitled to suspend or expel any Member whose conduct in the opinion of the Committee (or any of its sub-committees convened to decide the matter) has proved, or is likely to prove, prejudicial to the good standing of the Association or to the attainment of its objects, or who has broken any rule/s of the Association (whether set out in the Articles, the Bylaws or otherwise), or whose conduct has brought the Association into disrepute.

In addition, should any loss, injury, death, or damage occur as a result of a Member's wilful negligence, then the Member shall indemnify the Association or any Local Group which has suffered loss as a result of the wilful negligence of that Member.

5.4. Any decision to suspend membership or to expel a member under the provisions of Bylaw 5.2 or Bylaw 5.3 shall be at the sole discretion of the National Executive

Committee. The Committee may appoint a panel of suitably qualified members or an external Adjudicator to consider the matter and make recommendations before making such a decision.

5.5. If the matter has been referred to an internal panel, the Respondent may appeal the Decision. The appeal must be in writing to the General Secretary of the Association. The appeal must include a statement of the grounds for appeal.

5.6 On receipt of a valid appeal the Committee [GMC] will appoint an external Adjudicator.

5.7 The Adjudicator shall receive representations based on the reasons for appeal. The decision of the Adjudicator shall be final.

6. Grievance Procedure

6.1 Any Member who has a grievance against, or is in dispute with, other Members, his or her GMC, or the Committee, and has been unable to resolve the issue by informal discussion, may institute the Procedure set out below.

6.2 A grievance may be heard either within the Local Group structure or at national level. If the Member does not belong to a Local Group, if there is no relevant group, if the grievance is considered outside the scope of a Local Group, or the matter is felt inappropriate for consideration at Local Group level, a grievance may be lodged with the Committee.

What follows is written in terms of a grievance at national level. The alternative phrases in square brackets [] are to be read for the Local Group case.

6.3 An Applicant should write to the General Secretary of the Association [the Chair/Secretary of the Local Group concerned] requesting that the grievance be heard.

The Applicant must give full details of the grievance, including their full name and address, the date of the request, clear identification of other parties, the nature of the grievance, the name and address of any witnesses, and any documentary evidence. If the application is defective, the Applicant will be notified in writing and have 7 days in which to remedy the defect. [If the grievance is being heard at Local Group level, the Local Group should inform the General Secretary of the Association that an application has been lodged so that the procedure can be monitored].

6.4 The General Secretary of the Association shall inform the Committee [The Chair of the Local Group shall inform the Local Group Management Committee (GMC)] and may seek information from any other parties to the grievance.

6.5 If the Committee [GMC] decides that the grievance does not merit further investigation, the matter may be dismissed. Such decision shall be final, subject to the Applicant's right to appeal under clause 7 below. The grievance should be kept on file in case of any further allegations of a similar nature. All parties to the grievance should be informed of such a decision.

6.6 If the Committee decides that a grievance merits further consideration, and that it cannot be resolved by mutual agreement of the parties involved, the Committee shall appoint a suitably qualified independent Adjudicator or Mediator. This may be a panel of members of the Association with the necessary experience and expertise of the issues involved or an independent third party from outside of the Association. No member of the Committee may sit on a Ruling Panel.

6.7 The Adjudicator, Mediator or Ruling Panel shall notify the Applicant and any person(s) against whom a grievance is made (the "Respondent(s)"), at the address on the Association mailing list. The Respondent(s) has 21 days in which to submit a written response to include their full name and address and a statement in reply to the application. If the response is defective, the Respondent(s) will be notified in writing and have 7 days in which to remedy the defect.

6.8 The Adjudicator, Mediator or Ruling Panel shall determine the form, procedure and date of any hearing, and shall notify the parties involved in the grievance. They may consult with interested parties to determine the best way to proceed. Any hearing shall take place in private and may be adjourned if necessary. There need not be a hearing if the Adjudicator, Mediator or Ruling Panel believes the matter can be resolved in a fair manner without a hearing. The Adjudicator, Arbitrator or The Ruling Panel have complete discretion to recover the costs incurred in setting up the hearing.

6.9 The Adjudicator, Mediator or Ruling Panel will hear the evidence presented. The Applicant and any Respondents have the right to make representations. The Adjudicator, Mediator or Ruling Panel may seek information and advice as they feel appropriate.

6.10 The Adjudicator, Mediator or Ruling Panel will reach a decision based on the evidence presented (the "Decision"). They will exercise any discretion in accordance with the principles of natural justice, proportionality, and rationality. The Decision and any recommendations, with a summary of the reasoning behind the Decision, shall be conveyed in writing to the Applicant, the Respondent(s), and the Committee.

6.11 The Committee [GMC] shall consider the Decision and recommendations and take appropriate action. The General Secretary [Chair of the Local Group] shall inform all parties involved in the grievance of such actions.

6.12 The decision of an External Adjudicator or Mediator shall be final.

7. Appeal against a Decision

7.1 If the matter has been referred to an internal panel, the Applicant and Respondent(s) may appeal any Decision of the Ruling Panel (or Decision of the Committee that a Grievance does not merit further investigation) within 45 days of being notified of the Decision. The appeal must be in writing to the General Secretary of the Association. The appeal must include a statement of the grounds for appeal.

7.2 On receipt of a valid appeal the Committee [GMC] will appoint an external Arbitrator or Mediator.

7.3 The Arbitrator or Mediator shall receive representations based on the reasons for appeal. The decision of the Adjudicator or Mediator shall be final.

7.4 All notifications relating to the proceedings shall be in writing, and copies of letters should be kept. A copy of the Decision should be sent to the General Secretary of the Association to enable the Association to maintain a precedent bank of decisions.

7.5. Those involved in a grievance or appeals procedure are reminded of the obligations of sub judice and confidentiality. Disclosure of any grievance or allegation shall be limited to the extent necessary to carry out a thorough, fair and impartial investigation and to ensure that any procedure complies with the principles of natural justice.

7.6. Particular issues relating to the annual “100” event are considered in Bylaw 4.

Bylaw 2 National Executive Committee

1. Titles of Committee Members

1.1 All defined terms in this Bylaw shall have the respective meanings set out in the Association’s Articles of Association. The titles of the Committee Members of the Association other than the Chair, Treasurer and General Secretary shall, for the time being, be as follows:

- 100s Coordinator
- Communications Officer
- Environment Officer
- IT and Internet Officer
- Local Groups Officer
- Long Distance Paths (LDP) Officer
- Strider Editor
- Volunteer Support Officer

1.2 The Committee may appoint an existing Member of the Committee to act as Vice-Chair for the remainder of their Term of Office.

1.3 The Committee may co-opt a twelfth member to manage the portfolio previously managed by the Vice-Chair pending an election to fill the post at the next Annual General Meeting.

2. Election of Officers

Elections of Committee Members shall be conducted as follows:

2.1 In early Autumn a notice shall be placed prominently on the Association website, and sent by email to those who have registered their email address inviting nominations for all relevant Officer posts coming vacant at the next AGM. The notice should be made available in Strider if possible. The notice shall give details how to nominate a candidate for a vacant post. Additionally, information will be given on how to obtain the job descriptions for all the positions and who to contact for further information on what the positions involve.

2.2 Completed nomination forms must be received by the General Secretary at least 8 weeks before the Annual General Meeting. The forms must name the candidate and their proposer and seconder who must all be members of the Association and may include a personal statement or election address of not more than 100 words.

2.3 In the event of there being more than one candidate for any of the Officer posts, all the candidates will be contacted and informed and may then withdraw if they wish.

2.4 If nominations are received from one or more candidates for an Officer post before the closing date set out in clause 2.2 above, then an election shall be held under the terms of clauses 2.5 to 2.17 below.

2.5 The election shall be conducted by ballot in advance of the AGM. Voting papers,

listing the candidates, their proposers and seconders, and their election statements for both contested and uncontested positions, shall be circulated to all members at least 28 days prior to the AGM. Members who have indicated their willingness to receive notices by email may be sent voting papers by email.

2.6 A secure and confidential website may be set up to allow electronic voting.

2.7 The National Executive Committee may make recommendations to the Annual General Meeting on the suitability of an unopposed candidate for any Post.

2.8 The election process shall include a provision to enable members to state that they do not approve of any of the candidates for both contested and uncontested posts.

2.9 In addition to the statements in para. 2.2 above, candidates for contested elections will be allowed to provide an extended election address of not more than 400 words and may include a small photograph. This will be included with the election process outlined above.

2.10 One or more independent Tellers, who shall not be current Committee members nor nominees for any Committee position or their proposers or seconders, nor related to any of the candidates, shall be appointed by the Committee to oversee the election. One of the Tellers shall be designated to receive votes. If any of the candidates feels that one or more of the Tellers should not be appointed he/she should inform the General Secretary in writing of the reasons for their concern and the Committee will consider their request.

2.11 Members may vote by sending their completed voting papers by post to the designated Teller. The Association may also set up a secure website or other secure electronic medium to receive votes electronically. Such a website or medium shall be readable only by the Tellers. To be valid votes must be received at least 14 days before the Annual General Meeting. An Individual, International or Honorary member has one vote and Family Member has up to two votes.

2.12 Following the closing date for receipt of votes, the Tellers shall count the votes, ensuring their validity, in particular that those voting are members of the Association and that no electronic votes duplicate paper votes.

2.13 Prior to the Annual General Meeting the Tellers shall inform the Chair (or Committee appointed deputy Chair if the Chair is a candidate for a contested position) of the name or names of the successful candidates. At the appropriate point of the Annual General Meeting the Chair will announce the names of those elected and the numbers of votes cast for each candidate.

2.14 If, for any post, two or more candidates have obtained an equal number of votes, then a further election shall be held at the relevant meeting by poll to elect one of the two candidates with equal votes. The chair of the meeting shall have a casting vote in the event that the votes at the further election are equal.

2.15 Nominees and their supporters may not use the Association address list or email address list for the purposes of mass canvassing.

2.16 In the event that no nominations are received for any post by the closing date, as defined in clause 2.2 above, the National Executive Committee may nominate a suitably qualified and willing member of the Association to fill that post. That person's name and qualifications shall be published on the website and the Annual General Meeting shall be asked to approve their election to the relevant post for the full term of 4 years.

2.17 The Association may set up a Forum on the Association website, on which Committee nominees (whether or not for positions that are contested) may post election statements.

Members of the Association may post questions or comments, addressed to candidates singularly or severally, on matters relevant to the election, to which candidates may, at their discretion, reply.

3 Termination of appointment of Members of the National Executive Committee

3.1 Article 22 of the Associations Article of Association provides for the termination of the appointment of a member of the Committee on the grounds that:

- i. he or she is guilty of conduct prejudicial to the good standing of the Association or to the attainment of its objectives;
- ii. his or her conduct has brought the Association into disrepute; or
- iii. he or she is judged to have been grossly negligent in the performance of his or her duties to the Association.

The Article does not make provision for any appeal against a decision of either the Executive Committee or a General Meeting of Members to terminate the appointment of a member of the Committee.

3.2 Prior to convening a meeting to debate a Resolution to terminate the appointment of a member of the Executive Committee, the Committee, or the General Meeting of Members may appoint a panel of suitably qualified members or an external Adjudicator to consider the matter and make recommendations, including other possible remedies.

3.3 The report of the Panel or the Adjudicator shall be made available to the Committee or the General Meeting at least 14 days prior to a meeting convened to consider such a resolution.

Bylaw 3 Local Groups

1 Local Groups of the Association may be established by the Committee from time to time. A Local Group shall consist of six or more Members of the Association, who wish to associate together to administer and fulfil the aims and objects of the Association within a Catchment Area to be allocated to them, in accordance with the conditions set out herein.

2 With the exception of an Honorary Member, no person is capable of being a member of a Local Group unless he or she are also a fully paid Member of the Association.

3 The Local Group, although autonomous in respect of its day to day management, shall at all times be a branch of the Association whose rules will reflect and be consistent with the Articles and any Bylaws made under them (including this Bylaw), and whose objects are to further the aims of the Association.

Each Local Group shall adopt a constitution that includes a provision that any property held by the Local Group shall pass to the Association in the event that the Local Group shall cease to operate.

4 The constitution of each Local Group must be based on the model Local Group constitution and approved by the National Executive Committee prior to the Local Group's establishment. Any proposed changes to the model Local Group constitution must also be approved by the National Executive Committee in advance. Furthermore, each Local Group is required to amend its constitution to reflect changes made by the Association to the model Local Group constitution from time to time.

5 The Aims and Objectives of Local Groups are as follows:

- To provide a local forum and focus for activities within its Catchment Area, but not exclusively so, for all those who enjoy Long Distance Walking.
- The Group, being incorporate within and part of the LDWA, to further the aims and objectives of the LDWA as defined in the Memorandum and Articles of the LDWA.

- In pursuing these aims to adopt all relevant rules and policies of the LDWA and conduct itself in accordance with the LDWA Articles and with any Bylaws which may be issued from time to time and with all reasonable directions of the National Executive Committee.

6 Local Groups shall be entitled to:

- a copy of the Guidelines;
- on request and without charge a copy of the Annual Report and Accounts of the Association;
- advertise Long Distance Walking events organised, administered and controlled by the Local Group pursuant to the terms of the Guidelines and insurance policy of the Association from time to time;
- a copy of, and shall be afforded the protection and cover of, the Association insurance policy in force from time to time.

7 The following shall apply to the establishment and administration of Local Groups:

7.1 The business of the Local Groups shall be carried on in accordance with the objects of the Association.

7.2 Members of the Association who wish to form a Local Group shall submit an application to establish such a Group which shall contain the following details:

- the proposed Catchment Area for the particular Group;
- its own constitution which shall conform with the provisions of the Bylaws (including this Bylaw) and the spirit and terms of any model constitution for Local Groups which may be published by the Association from time to time and/or set out in the Bylaws;
- names and contact details of the proposed members of the Group Management Committee and the number, names, and contact details of their proposed members (all such members must also be Members of the Association).

7.3 Upon receipt of an application to establish a Local Group, the National Executive Committee shall use their best endeavours to make a decision within 60 days of receipt of the application as to the adequacy of the Local Group's constitution and the information supplied. Failure of the National Committee to make a decision within 60 days shall neither invalidate the application nor shall it constitute acceptance of the application.

The National Committee shall keep the Local Group informed as to the progress of the Decision.

7.4 The National Executive Committee shall consult with any neighbouring Local Groups whose Catchment Areas in the Committee's opinion may be affected by the establishment of the proposed new Local Group. Where the Committee is satisfied that the outcome of such consultation is that no such neighbouring Local Groups will be adversely impacted by the establishment of the proposed new Local Group, the Committee will seek to allocate a Catchment Area to the proposed new Local Group and redefine the requested Catchment Area in terms of postcodes, with a view to minimising any discrepancies with that requested.

7.5 The decision of the National Committee shall be final.

7.6 The allocation of Members shall be made by the National Executive Committee with reference to the Catchment Area designated to a particular group, provided always that any Member may, upon request, transfer their membership to any Local Group of their choice.

7.7 The administration of the Local Group shall be carried out by the Group Management Committee subject always to the provisions of the Articles, the Guidelines and the conditions set out herein and any other Bylaws in force from time to time.

7.8 Local Groups must comply at all times with the provisions of their constitutions, the LDWA Articles, the Bylaws (including this Bylaw), the Guidelines, and policy and decisions of the Association as laid down by the National Executive Committee from time to time, but they shall be autonomous with respect to finance and activities, subject always to such ongoing compliance. Without prejudice to the generality of the foregoing a Local Group shall ensure that any events they organise or hold do not contravene the Guidelines and shall comply with the terms and conditions of all the Association's relevant insurance policies, of which they have notice.

7.9 Local Groups shall only make public statements in relation to those issues directly concerning their Catchment Area; any other statements must be referred to the National Committee for consideration and authorisation to publish in advance of publication.

7.10 Local Groups shall keep the Association informed generally of their activities and progress and, in any event, shall forward to the Treasurer of the Association no later than 45 days after the annual general meeting of the Local Group in each year, copies of their annual report, accounts for the preceding financial year, the members of their Management Committee and summary information on their Local Group members.

7.11 Local Groups which wish to be represented at a General Meeting of the Association as a Local Group shall each appoint one delegate from their body who shall have the right to speak. Local Groups shall have no voting rights.

8 Dissolution.

8.1 Local Groups may be dissolved in accordance with the provisions of the model Local Group constitution, as follows:

(a) A Local Group may be wound up voluntarily by the Group, as an item of business with proper notice being given, at a General Meeting of the Local Group on the vote of a seventy-five percent majority of those members present and voting (abstentions not included). The National Executive Committee must receive notice of any such meeting.

(b) If an adjourned General Meeting fails to be quorate, or if the posts of Chair or Secretary or Treasurer remain unfilled, then the National Executive Committee in consultation with the remaining Officers and Committee Members of the Group shall call a Special Meeting of members to determine the future of the Group. Should it be deemed that the Group is no longer viable then the Group may be wound up.

(c) In the event of the Group being wound up all assets shall be disposed of for the furtherance of Long Distance Walking in a manner to be decided in consultation with the National Executive Committee,

8.2 In addition, and notwithstanding any provision of the Group's constitution, if, in the opinion of the National Executive Committee after full and proper consideration and consultation with the Group as appropriate, the Group does not abide by the Aims and Objectives of the Association as detailed in the Memorandum and Articles and this Bylaw, then the National Executive Committee may, in its discretion, wind up and disband the Group, and the members of the Group shall be required to promptly do all actions necessary and expedient to achieve a smooth and efficient winding up.

Bylaw 4 100 Review Group

1 The '100 Review Group' was created to provide a mechanism to address particular issues which occur on the LDWA's annual "100" (hundred) event and which have implications for future hundred events. These cannot be addressed by the group running the hundred in any one year given the different geographical basis for each event. The focus for the Review Group is on:

- the safety of entrants,
- the safety of co-entrants and
- inappropriate conduct towards marshals.

2 In considering any grievance the '100 Review Group' will review the evidence presented and obtain the account of the reported entrant, in accordance with the procedures set out in Bylaw 1.6.

3 The Ruling Panel will ordinarily consist of the representatives of the NEC 100 subcommittee, together with the LDWA Chair and the LDWA 100 Coordinator. If any of the above are deemed not to be independent of the reported case, then others will be appointed.

4 If the reported member is aggrieved at action taken against them by the '100 Review Group,' they have the right to appeal as laid out in Bylaw 1.

5 Possible sanctions available to the '100 Review Group' would include (without limitation):

- Written letter sent to entrant warning them of future behaviour on the 100;
- Barred from entering the following year's 100;
- Expelled as a Member from the LDWA.

6 Entrants who enter the 100 agree to abide by all the event rules.

7 Circumstances where an entrant might come into dispute with an event marshal will vary, but key ones are likely to be in relation to the minimum level of safety equipment the entrant is required to carry or when they are deemed to be so ill / exhausted that a marshal requires them to retire. If the entrant refuses to do what is expected of them then they might be reported to the '100 Review Group'.