



Eastbourne Hospitality Association

Member Handbook & Rule Book

Our Mission

To promote and develop Eastbourne tourism

Eastbourne Hospitality Association acts to

1. Encourage the development of Eastbourne tourism and hospitality through the provision, support, sponsorship and improvement of local facilities, events, and promotions and, when appropriate, charitable causes.
2. Ensure the effective marketing and promotion of tourism and hospitality in association with Eastbourne Borough Council, Eastbourne Chamber of Commerce and Tourism South East.
3. Maintain close liaison with Eastbourne Borough Council's Chief Executive and the Tourism & Community Services Department's to ensure a mutual exchange of ideas.
4. Support Eastbourne's Conference Bureau working to grow and sustain conference business and represent the interests of EHA members who are part of the scheme.
5. Be the collective voice for members and campaign for sensible strategic planning and better infrastructural support from local and central government.
6. Highlight to local and central government, businesses, the general public and the media the hospitality industry's key contribution to the Eastbourne economy.
7. Ensure that Eastbourne's unique character and heritage is recognised and protected through sensitive tourism management.
8. Encourage and support innovation and promote continuous improvement of industry standards.
9. Offer a range of membership meetings and social events to provide a forum to discuss and exchange experiences, network ideas and hear from key industry speakers.
10. Provide office support facilities including details on existing and forthcoming industry legislation and operate a "security emergency message system".

E.H.A. MEMBERSHIP

1. FULL MEMBER

- 1.1 A Full Member shall be any proprietor or manager of a hotel, guest house, self-catering establishment, restaurant, attraction or other establishment offering facilities for hospitality within the Eastbourne district.
- 1.2 The Member may attend General Meetings, Special General Meetings and Annual General Meetings.
- 1.3 In the event that the Association shall be dissolved or wound up all of the remaining properties, monies and assets of the Association after provision has been made for the Association's known debts and liabilities as provided by law, shall be distributed only to the then current Full Members of the Association.

2. FULL MEMBER APPLICATIONS

- 2.1 No individual shall be admitted to the Association without having completed and submitted to the Association's Secretary a written application form for membership on such form as shall be required by the Association together with payment of all applicable subscriptions and charges.
- 2.2 All applicants for Membership shall permit an inspector, appointed by the Executive Committee, to inspect the applicant's premises for the purpose of preparing and submitting a report to the Executive Committee.
- 2.3 The Application form, along with any subsequent report will be considered by the Executive Committee who may in their sole discretion approve or reject the application.
- 2.4 In the event that the applicant is successful they will be entitled to all privileges of membership within 10 working days of receipt of formal approval from the Executive Committee.
- 2.5 In the event that the applicant is unsuccessful the applicant shall not be entitled to reapply for 12 months from the date of the application.

3. FULL MEMBER VOTING RIGHTS

- 3.1 Full Members (or the Associate Member in the Full Member's absence) shall have one vote.
- 3.2 Voting may be by show of hands or ballot where applicable.

4. ASSOCIATE MEMBER

- 4.1 An Associate Member shall be any partner, member of management or administrative staff of a Member, directly concerned with the operation of the establishment.

5. ASSOCIATE MEMBER VOTING RIGHTS

- 5.1 The Associate Member shall only have voting rights in the absence of the Member at meetings

6. ASSOCIATE MEMBER APPLICATIONS

- 6.1 No individual shall be admitted to the Association without having completed and submitted to the Associations Secretary a written Application Form for membership on such form as shall be required by the Association together with payment of all applicable subscriptions and charges.
- 6.2 The Application Form, along with any subsequent report will be considered by the Chairman and in his absence the Vice Chairman who may in their sole discretion approve the application.

7. SOCIAL MEMBER

- 7.1 A Social Member shall be any retired member wishing to retain an interest in the affairs of the Association.
- 7.2 The Social Member may attend Annual General Meetings, General Meetings and Social functions, and may sit on the Social and/or Entertainment Committees.

8. SOCIAL MEMBER VOTING RIGHTS

- 8.1 The Social Member shall have no voting rights.

9. SOCIAL MEMBER APPLICATIONS

- 9.1 No individual shall be admitted to the Association without having completed and submitted to the Associations Secretary a written Application Form for membership on such form as shall be required by the Association together with payment of all applicable subscriptions and charges.
- 9.2 The Application Form, along with any subsequent report will be considered by the Chairman and in his absence the Vice Chairman who may in their sole discretion approve the application.

10. TRADE MEMBER

- 10.1 A Trade Member shall be any supplier of products or services to the hospitality industry.
- 10.2 The Trade Member may attend Annual General Meetings, General Meetings and Social Functions, will receive a list of current members, may give demonstrations and exhibitions, and may sit on Sub-Committees at the invitation of the Chairman.

11. TRADE MEMBER VOTING RIGHTS

- 11.1 The Trade Member shall have no voting rights.

12. TRADE MEMBER APPLICATIONS

- 12.1 No individual or organisation shall be admitted to the Association without having completed and submitted to the Associations Secretary a written Application Form for membership on such form as shall be required by the Association together with payment of all applicable subscriptions and charges.
- 12.2 The Application Form, along with any subsequent report will be considered by the Chairman and in his absence the Vice Chairman who may in their sole discretion approve the application.

13. HONORARY MEMBER

- 13.1 An Honorary Member shall be any person whom the Executive Committee considers merits recognition for outstanding services rendered to the hospitality industry.
- 13.2 The Honorary Member shall pay no subscription, and shall be entitled to the privileges of a Social member.
- 13.3 The Honorary Member shall have no voting rights.

14. TRUSTEES

The Trustees shall be elected at a Special or Annual General Meeting of the Association and shall hold office until death or resignation, unless removed by a resolution passed at a Special or Annual General Meeting of the Association.

15. VOLUNTARY TERMINATION

- 15.1 Any member may resign from the Association at any time upon notice to the Secretary in writing.
- 15.2 Any subscriptions or other payments due or payable in relation to the period of the membership term in which such resignation shall occur shall remain payable by the member notwithstanding such resignation and no refunds of subscriptions or other payments shall be paid to any resigning Member.

16. INVOLUNTARY TERMINATION

- 16.1 Membership of the Association may be terminated:
- (i) without reference to the Executive Committee for non-payment of any subscriptions or other payments due to the Association;
 - (ii) by decision of the Executive Committee in relation to the violation of any rules or regulations established by the Association including any quality standards required by the Association;
 - (iii) upon determination by the Executive Committee for conduct detrimental to the purposes and aims of the Association;
- 16.2 Where action by the Executive Committee in connection with an involuntary termination is required, such membership shall be terminated upon a two-thirds (2/3rds) vote of all of the members of the Executive Committee after notice and hearing as provided by law.
- 16.3 Any subscriptions or payments due or payable during the membership term in which such termination shall occur shall be payable and an obligation of the member notwithstanding such termination and no refunds of subscription or other payments shall be paid to any member whose membership is terminated hereunder.
- 16.4 If grounds appear to exist for the involuntary termination of a member's membership in the Association the procedure set forth below shall be followed:
- (i) The member shall be given fifteen (15) days' prior notice of the proposed termination and the reasons for the proposed termination. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by first class or registered mail to the member's last address as shown on the Association's records;
 - (ii) The member shall be given an opportunity to be heard, either orally or in writing, and shall be given the opportunity to present supporting evidence to the Executive Committee, either orally or in writing, at least five (5) days before the effective date of the proposed action. The hearing shall be held, or the written statement considered, by the Executive Committee or the person or committee authorised to determine whether the termination should take place. The

decision of the Executive Committee or, if applicable, such person or committee shall be final;

- (iii) Any judicial or administrative action challenging a termination of membership, including a claim alleging defective notice, must be commenced within three (3) months after the effective date of the termination;

16.5 Any member who terminates membership in the Association or whose membership is terminated shall

- (i) immediately forfeit and relinquish all benefits of, or interests in, the Association,
- (ii) cease any use of the name, logo or mark of the Association in or on all signs, literature, stationery, advertising, marketing and materials as soon as practical but no later than within three (3) calendar months from the date of such termination, and
- (iii) immediately cease holding itself out as a member of the Association.

17. COMPLAINTS PROCEDURES

17.1 All Members shall agree to abide by the EHA's Complaint's Procedures as outlined in the Complaints Procedure Book.

17.2 The EHA Complaints Procedure Book is available to Members on request.

17.3 The Complaint procedure Rules can be amended by a majority of the Executive Committee at any time without notice.

18. OFFICERS and COMMITTEES

18.1 Principal Officers

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| Patron | <u>Serving by annual invitation</u> |
| President | <u>Serving by annual invitation</u> Usually past Vice President or a senior Principal Officer. Serving for 2 years |
| Vice-President | Immediate past Chairman to serve for 2 years |
| Chairman | Promoted from 1 st Vice Chairman to serve for 2 years before succeeding to Vice President |
| 1 st Vice Chairman | Promoted from 2 nd Vice Chairman to serve for 2 years before succeeding to Chairman |
| 2 nd Vice Chairman | <u>Elected at the AGM</u> to serve for 2 years before succeeding to 1 st Vice Chairman |
| Honorary Treasurer | <u>Elected at the AGM</u> The position to be reviewed every 2 years |

18.2 Terms of office for Principle Officers ensure:

18.2.1 All Chairs shall have a minimum of 4 years' experience at Executive level before taking office. All Presidents shall have 8 years' experience within the EHA.

18.2.2 The Chairman of the Association shall be a Full Member.

18.2.3 Annually the Executive Committee must ratify each non-elected position that year.

18.2.4 Should the Executive Committee decide not to ratify a non-elected position the Executive Committee shall in its sole discretion appoint a replacement within 3 months of the appointment.

18.3 Executive Committee

This shall consist of 15 members as listed below under Sub-Committees, and all Principal Officers. The Committee shall have responsibility for the management of the Association. Subcommittees shall consist of:

- a) **Under 21 Bedroom Group**
7 Members, with up to 4 sitting on the Executive
- b) **21-75 Bedroom Group**
7 Members, up to 3 sitting on the Executive
- c) **Over 75 Bedroom Group**
4 Members, up to 3 sitting on the Executive

- d) **Self-Catering Group**
4 Members, with 1 sitting on the Executive
- e) **Attractions Group**
3 Members, with 1 sitting on the Executive
- f) **Restaurants and Bars Group**
3 Members, with 1 sitting on the Executive
- g) **Social Committee**
3 Members, with 1 sitting on the Executive
- h) **Conference Bureau**
2 representatives sitting on the Executive
- i) **Trade Representatives**
3 Members with 2 sitting on the Executive

19. MEETINGS

19.1 Annual General Meeting will be held not later than 30th June.

19.1.1 At least 28 days prior to the AGM the Secretary shall send to all Members and Associate Members a Notice and Agenda of the Meeting, with a copy of the accounts and balance sheet (see Rules 1.3).

19.1.2 A request for nominations for Principal Officers and Subcommittees will be sent to all Members at least six weeks before the AGM and must be received back not less than 28 days prior to the Meeting.

19.1.3 The Members intending to stand for a position on the Executive Committee shall complete and return the Nomination Form.

19.1.4 The Executive Committee shall be elected on the basis of nominations of membership and in the event that the number of nominations exceeds the available spaces on the Executive Committee the Members shall determine the appointment by vote in accordance with clause 18.1.5 at an AGM.

19.1.5 Those Members entitled to vote shall vote by ballot for all contested categories.

19.1.6 In the event of there not being sufficient nominees to fill a Committee at the AGM, or there being a vacancy at any other time, the Executive Committee will collectively seek to fill these posts at the next meeting.

20. SPECIAL GENERAL MEETING may be called by the Executive Committee, or must be called within one calendar month of receiving a written request of at least twenty

Members, by giving not less than fourteen days notice of the agenda to each Member and Associate Member.

21. **GENERAL MEETINGS** will be held at regular intervals with the exception of June, July and August. Members, Associate Members, Social Members, Trade Members and Honorary Members are entitled to attend, and must sign the attendance sheet.
22. **EXECUTIVE COMMITTEE MEETINGS** will be held at least once a month, requiring a quorum of six Members. A Special Executive Meeting may be called by the Executive, or must be called within seven days of receiving written request of at least four Committee Members, by giving not less than 48 hours' notice of the agenda to each Executive Committee Member.
23. **SUBCOMMITTEES** shall hold their first meeting at the instruction of the Association Secretary. At that meeting they shall elect a Chairman and Vice-Chairman from among their Executive Committee representatives, and elect a Secretary and Treasurer (if required).
 - 23.1 The Minutes of the meeting shall be passed to the Association Secretary for approval by the Executive Committee.
 - 23.2 Subsequent meetings shall be held as each Committee may decide, or on the request of the Association Secretary.
24. Chairmen shall have a casting vote and shall sign the Minutes at the next meeting.

RULES

FINANCE

1. The Association financial year runs from 1st January to 31st December.
- 1.1.1 **Subscriptions** are due for renewal on the 1st January and are payable without demand. Members shall only be entitled to the privileges of Membership on receipt of the subscription which should be paid by standing order to account number sort code
- 1.1.2 Proposed increases in subscriptions above the annual rate of inflation will be submitted by the Executive Committee to the Membership at a Special General Meeting called for that purpose.
- 1.1.3 Subscriptions unpaid six weeks after the due date will result in the Member being removed from the membership list. Subsequently a late payment fee will be added to their subscription if they rejoin the Association. Late payment fees will be at the discretion of the Executive Committee who will set the amount payable.
- 1.2.1 **Revenue** from subscriptions and other sources, such as holiday insurance commissions, shall be used by the Association to defray its expenses, any surplus being invested for the benefit of the Association, as the Executive Committee may decide.
- 1.2.2 All money payable to the Association shall be received by the EHA Secretarial Staff and deposited in a bank account in the name of the Association. No sum shall be drawn from that account except by a cheque signed by any two of the Principal Officers. Any monies not required for immediate use may be invested as the Executive Committee deems fit.
- 1.2.3 The income and property of the Association shall be applied only in the furtherance of the objectives of the Association. The Executive committee shall have the power to authorise the payment of remuneration and expenses to any Officers, Member or employee of the Association and to any other person or persons for services rendered to the Association. No part of the income and property of the Association shall be paid by way of bonus dividend or profit to any Member of the Association.
- 1.2.4 The financial transactions of the Association shall be recorded in a proper set of books kept by the Secretary.
- 1.3.1 **Accounts** The Association Honorary Treasurer shall present a financial spreadsheet and summary financial statement to each meeting of the Executive Committee. This shall include Trustees expenses.
- 1.3.2 Annually the accounts of the Association will be prepared by an independent accountant for presentation to, and approval by, the Annual General Meeting.
- 1.4.1 **Property** The property of the Association, other than cash at the bank, shall be vested in not more than 4 **Trustees**. They shall deal with the property as directed by

resolution of the Executive Committee, and entry in the Minute Book shall be conclusive evidence of such a resolution.

- 1.4.2 **The Trustees** shall be elected at a Special or Annual General Meeting of the Association and shall hold office until death or resignation, unless removed by a resolution passed at a Special or Annual General Meeting of the Association.
- 1.4.3 The Trustees shall be entitled to an indemnity out of the property of the Association for all expenses and other liabilities properly incurred by them in the discharge of their duties.
- 1.5.1 **Borrowing** The Executive Committee may borrow money on behalf of the Association for the purposes of the Association from time to time at its own discretion, or with the sanction of a Special or Annual General Meeting for any other expenditure, addition or improvement.
- 1.5.2 When so borrowing the Executive Committee shall have the power to raise in any way any sum or sums of money in such manner or in such terms and conditions as they think fit, and in particular by mortgage of or charged upon or by the issues of debentures charged upon or any part of the property of the Association.
- 1.5.3 The Executive Committee shall have the power to pledge the personal liability of any Member of the Association for the repayment of any sums so borrowed.
- 1.5.4 **The Trustees** shall, at the discretion of the Executive Committee, make such dispositions of the Association's property, or any part thereof, and enter into and execute such Agreements and instruments in the relation thereto as the Executive Committee may deem proper for giving security for such monies and the interest payable thereon. All activity in relation to the disposition of the Associations property shall be reported to the Executive Committee as soon as practicable.

GENERAL

- 2.1.1 Quality Standards** of accommodation, catering and attraction establishments are laid down from time to time by Eastbourne Borough Council and Eastbourne Hospitality Association.
- 2.1.2 Establishments currently holding at least 2 Star (Guest Accommodation) or 2 Star (Hotels) with the AA or Visit Britain (or ratings as agreed by EHA and Eastbourne Borough Council.) will be deemed to meet the required Quality Standards.
- 2.1.3 Establishments without these awards will be inspected, on initial application, to comply with the above Quality Standards, by the Eastbourne Accommodation Inspector. Applicants should ensure their premises comply with the standards before making application for membership to avoid a further inspection charge.
- 2.1.4 Inspections of all members' premises shall be made annually by an accommodation inspector appointed by the Executive Committee.
- 2.1.5 It is further a condition of membership that the Establishment has throughout the term of its membership of the Association a Food Hygiene rating of 3 or above (if applicable to its business). In the event that the Establishment receives a rating of below that number, the Establishment shall need to apply in 30 days to the Local Authority for a further visit to improve that score. Whilst awaiting that second visit the Establishment may stay as a Member of the Association. If, however, following the further visit the establishment still receives a score below "3" its membership to the Association shall cease and an application to re-join shall not be entertained until the Establishment has attained a rating of 3 or above."
- 2.2 Secretarial** services will be carried out by person or persons appointed by the Executive Committee at an agreed fee.
- 2.3 Solicitors** will be elected at the Annual General Meeting to advise on legal matters affecting the Association. Members consulting the Solicitor will incur their own charges.
- 2.4 Offices** The Association offices will be at Kestrel House, Marine Road, Eastbourne, or as the Executive Committee may from time to time decide.
- 2.5 Dissolution** A resolution to dissolve the Association shall only be proposed at a Special General Meeting and shall only be carried by a majority of at least three-quarters of the Members present
- 2.5.2 The dissolution shall take effect from the date of the resolution and Members of the Executive Committee shall be responsible for the winding up of the assets and liabilities of the Association
- 2.5.3 Any property remaining after the discharge of the debts and liabilities of the Association shall be divided equally among the Members of the Association at the date of the dissolution.

2.6 Alteration of Rules may be transacted at a Special or Annual General Meeting, provided the resolution is carried by at least two-thirds of the Members voting.

2.7 Circulation of Handbook Each member shall receive a copy of this Handbook, including the Rules therein, on joining the Association, and alterations to Rules within three months of the alteration. The latter will be sent to the Member's last known postal or email address.

2.8 Members Details Each member shall provide the Association with a current residential postal address, telephone number and, where appropriate, a current email address, as soon as practicable following any change in the members details.

2.9 Interpretation of Rules shall be decided by the Executive Committee whose decisions on disputes and complaints shall be final and binding on the members. Any question of interpretation or any matter not provided in the Rules shall be determined by the Executive Committee whose decision shall be final and binding on the members.