

CONSTITUTION OF THE NORTHERN DEER MANAGEMENT GROUP

I. Title

The Group name shall be The Northern Deer Management Group (“NDMG”).

II. Function and Objectives

1. The NDMG is an unincorporated association comprising its members.
2. The NDMG shall be a voluntary group of owners and managers of lands within the area of the NDMG which contain discrete populations of Red Deer.
3. The NDMG is committed to promoting the sustainable management of such populations of Deer, having regard to:
 - (1) the detailed management criteria set out in the NDMG’s Deer Management Plan;
 - (2) managing deer as a resource sustainably;
 - (3) safeguarding deer welfare.
 - (4) promoting the interest of all members of the NDMG and the public interest in managing Deer as a common resource for the benefit of all Members and the public in general;
 - (5) minimising negative deer impacts and any adverse effects on Members of the NDMG or on the public interest.

III. Group Area

The geographic area of the NDMG is as depicted on the map attached to this Constitution. The boundary of the area may be amended should the NDMG decide.

IV. Criteria for Membership

Owners and Managers of Land within the Group Area, upon whose land populations of deer may be found and who agree to abide by this Constitution, are eligible to become Members of the NDMG.

For the avoidance of doubt and without limitation, the above definition of those qualified to become Members includes owners and managers of crofts, farms, private sporting estates, private forestry companies, land management companies, and NGOs and charities qualifying by ownership or management of such land.

Any Occupier of land situated within the area of the NDMG, who SNH considers to be substantially interested in Deer Management pursuant to the provisions in Part II of the Deer (Scotland) Act 1996, if not already within the above definition, shall also be eligible to become a Member of the NDMG upon agreement to abide by this Constitution.

V. Membership of the NDMG

1. A person eligible for Membership of the NDMG shall become a member upon application to the Secretary and/or Chairman subject to ratification at the next meeting of the NDMG.
2. Membership of the NDMG will automatically lapse as and when any Member ceases to satisfy the criteria for eligibility.
3. A Member may resign membership of the NDMG upon giving no less than 3 months' notice in writing to the Secretary.
4. A Member may be expelled from the NDMG but only upon a motion properly tabled to that effect at a duly constituted Meeting of the NDMG and by a vote of the Members amounting to at least two-thirds of the total Membership.
5. A record of the Membership of the NDMG and the identification of the land to which such membership relates, shall be made and maintained by the Secretary.

VI. Decisions of the NDMG

Representatives from Scottish Natural Heritage ("SNH"), the local community and other locally relevant NGOs may be invited to attend meetings of, and make representations to, the NDMG. The NDMG shall take into account relevant representations from such interested persons and bodies but decisions of the NDMG shall be taken only by the Members in accordance with the management objectives of the NDMG.

VII. Members' obligations

Members' obligations under this Constitution are owed by Members of NDMG *inter se* and Agreement to this Constitution does not import or imply any wider obligation whatsoever.

1. Members shall support the Function and Objectives of the NDMG.

2. Members shall encourage any person who satisfies the Criteria for Membership to become a Member of the NDMG.
3. Members shall support the effective running of the NDMG as recommended in the SNH Code of Practice on Deer Management as drawn up, revised or replaced by SNH in conformity with the terms of section 5A of the Deer (Scotland) Act 1996 .
4. Members shall provide unrestricted exchange of count and cull data.
5. Members shall support good attendance at meetings by relevant personnel (owners, managers & stalkers).
6. Members representing landholdings where deer are present should inform other members of their:
 - deer management objectives;
 - desired deer density and population profile (if applicable);
 - methods used to assess whether their objectives are being realised
 - process for reviewing their objectives;
 - other land management objectives insofar as relevant to the management of deer.
7. Members shall:
 - a) Advise other Members affected when there is to be an activity which might or will impact directly upon such other Members, e.g. woodland expansion;
 - b) Exchange information with other relevant Members about poaching or suspected poaching activity;
 - c) Exchange information with other relevant Members about habitat/crop impact issues;
 - d) Exchange details of, and consult with other Members regarding, any proposed new activities which might impede movement of deer, e.g. fencing;
 - e) Exchange information with other relevant Members about Deer/Vehicle Collisions which come to their attention.
8. Members shall work with other Members to resolve any problems that arise as a result of differing management regimes, and shall collaborate with other members
9. Members shall support the interests and work of the NDMG, e.g. by exchanging views on current legislation, marketing, competence etc.

10. Members shall abide by this Constitution and the Code of Conduct for Members contained in Appendix 1, and shall observe all statutory requirements.

VIII. Meetings

1. Management Meetings:

- a) The NDMG will meet at least twice annually to conduct its usual management functions;
- b) Such meetings will be held:
 - i) not less than one month and not more than three months after the end of the hind shooting season; and
 - ii) not less than one month after the beginning and not less than one month before the end of the stag stalking season;

2. **An Annual General meeting (“AGM”)** shall be held at such a place, date and hour as the NDMG shall decide. It will normally co-incide with the second of the annual management meetings of the NDMG.

3. Notice of Management meetings and of the AGM shall be given to all members in writing at least twenty-eight days before the date of that meeting.

4. **Special General Meetings:** A Special General Meeting (“SGM”) shall be held:

- a) at such a place, date and hour, and to conduct such business as the NDMG may have determined at any previous Management Meeting, AGM or SGM of the NDMG; or
- b) upon a requisition in writing to the Secretary, signed by at least two-thirds of the Members of the NDMG, and setting out the business to be conducted or decision proposed to be made at such meeting. Upon receipt by the Secretary of such requisition he shall immediately consult with the Chairman who shall decide within 7 days where and when such meeting shall be held (not to be more than 42 days after receipt of the requisition by the Secretary); and the Secretary shall give 28 days’ Notice of the SGM in writing to all Members; or

- c) at the instigation of the Chairman of his own motion. In the event of such instigation the Chairman will decide upon the place date and hour of the SGM and the Secretary will give not less than 28 days' Notice of such SGM to the Members, setting out the business to be conducted or decision proposed to be made at such meeting.

5. Conduct of Meetings:

- a) A Quorum at any meeting of the Group shall consist of not less than one-third of the Group membership
- b) In the event of a meeting of the Group being inquorate the meeting shall be conducted as normal, but any decisions reached will be subject to ratification after the meeting by at least one-half of the Group Membership (including those present at the meeting).
- c) At all meetings of the NDMG there will be a commitment to reaching Group decisions through consensus as opposed to taking a vote.
- d) In the event that a vote is requested or required to be taken on any proposal, motion or decision:
 - i) The Chairman shall decide in his unfettered discretion whether a vote should be taken;
 - ii) The vote shall be by simple majority of Members; however
 - iii) The Chairman shall have discretion to decide whether such vote should be taken only from Members present at the meeting or by a written poll of all Members to be conducted after the meeting.
- e) A vote shall always be required before any decision to expel a Member may be taken pursuant to clause V. 4. above, but the Chairman shall have the discretion in relation thereto set out in (d)(iii).

6. Minutes of Meetings: The Secretary will keep a record of all meetings and minutes of meetings will be prepared by him with copies circulated to all Members.

IX. Office Holders

Office holders of the NDMG will comprise (i) a Chairman and (ii) a Secretary/Treasurer (who may be a single person or two separate people) and (iii) any other co-opted, appointed or elected office holders that the NDMG requires to fulfil its functions. All office holders should be elected, appointed or co-opted annually at the AGM for a term of at

least one year and not to exceed 3 years.. Re-election on a rolling basis is permitted with no restriction on the period of time that an office bearer may serve.

X. Funding and Financial Arrangements

1. The NDMG will be self-financing;
2. The Standard Subscription required of each Member shall consist of a levy on stags and hinds (but not calves) culled or otherwise taken on land owned occupied or managed by that Member; it shall be set at such a level as to cover the normal anticipated running costs of the NDMG;
3. Other funds required for specific expenses, such as the costs of engaging external professional assistance for specific tasks, shall be financed by a separate Subscription or levy agreed by the Members at any Meeting;
4. The Standard Subscription will be set annually at the AGM.
5. All Subscriptions will be payable at a date to be determined by the NDMG at an appropriate meeting.
6. The Secretary/Treasurer and the Chairman of the Group will operate a Bank Account for the Group and all financial transactions must pass through this account. Joint signatures will be required on all cheques or debits drawn on the account above a figure of £500.
7. A financial Statement will be prepared by the Treasurer or by an Auditor (if appointed by the Members of the NDMG) and shall be provided to the AGM for ratification by the Members.

XI. Dissolution

1. The NDMG may be dissolved by agreement between all Members or upon a motion properly tabled to that effect at a duly constituted Meeting of the NDMG and by a vote of the Members amounting to at least two-thirds of the total Membership;
2. In the event of funds remaining to the credit of NDMG upon its dissolution or winding up (for any reason), such funds will belong to the Members of the NDMG at the date

of dissolution and shall be distributed to the Members in such proportions as may be determined by those Members at a Meeting to be conducted in accordance with the terms of this Constitution, whether before or after the final dissolution of the NDMG.

3. In the event of the NDMG owing sums to creditors upon its dissolution or winding up (for any reason), such debts will be discharged by the Members of the NDMG at the date of dissolution and shall be shared by those Members in such proportions as may be determined by them at a Meeting to be conducted in accordance with the terms of this Constitution, whether before or after the final dissolution of the NDMG.

XI. Conflict resolution

It shall be the duty of the Members of the NDMG to seek agreement in respect of NDMG objectives and, where a dispute arises between Members, to resolve such dispute by negotiation and compromise. When agreement cannot be reached the Chairman of the NDMG for the time being shall have discretion to refer the matter to arbitration by such independent expert or arbitrator as the disputing Members may agree or, failing such agreement, by the Chairman of the Association of Deer Management Groups or such other expert or arbitrator as that person may in his absolute discretion appoint.

XII. Collation and release of information

Storage of membership information will be the responsibility of the NDMG Secretary. The information will be used solely for the administration of the NDMG and stored in accordance with the law.

Collection and use of deer management information for planning and management purposes will be the responsibility of NDMG Members.

APPENDIX 1

Code of Conduct for Members

The following code lays out the standards of behaviour required from all members of the group.

1. Abide by the law and in particular:
 - Deer (Scotland) Act 1996
 - Firearms Act 1968
 - The Conservation of Habitats and Species Regulations 2010
 - Wildlife and Natural Environment (Scotland) Act 2011
 - subsequent relevant amendments to the above legislation.
2. Abide by Industry Best Practice Guidance
3. Pay subscriptions when due
4. Supply Cull and Count Records annually (in good time for the first Management Meeting of the year) and other relevant monitoring data as agreed by the NDMG
5. Support the working of the NDMG.