# RULES AND BYELAWS -of theSHOOTERS' RIGHTS ASSOCIATION November 1993 With amendments to April 2020

# **RULES**

- 1. The name of the Association is the Shooters' Rights Association, hereinafter referred to as the SRA.
- 2. The objects of the SRA are to protect the rights of present and future firearm and shot gun certificate holders and promote and generally to further the interests of those concerned with and authorized in the holding, possession and use of (whether by certificate, exemption or otherwise) firearms, shotguns, air weapons, explosives, bows, ammunition (including component parts of ammunition) and similar or associated items of equipment; to provide information and assistance of a technical, practical, legal or other nature in relation to such matters as the possession, handling, storage, repair and servicing thereof and by all other available and legitimate means to increase and disseminate such knowledge and information in relation thereto; to carry on any or all of the businesses necessary for the SRA's objects and to publish and advertise as necessary to further the SRA's objectives.
- 3. Persons who are collectors of, dealers in, concerned with or authorized in the use of (by certificate, exemption or otherwise) any firearms, pyrotechnics or explosives: firearms, ammunition and all associated items of equipment kept for taking part in any shooting activity, collecting, battle reenactment, living history and airsoft skirmish are qualified for membership using weapons as appropriate to their historical period, (amended 2014) training and qualifications. Persons prohibited from possessing firearms by virtue of section 21 of the Firearms Act 1968, as amended, may not possess or use any firearm within the meaning of section 57(1) until prohibition is lifted by the passage of time or a successful Crown Court application under section 21(6), as appropriate and will not be covered by SRA insurance if doing so is in violation of the law. A prohibited person may use historical non-firearm weapons for battle re-enactment, living history and airsoft skirmish activities: (amended 2014) may possess airsoft, replica and deactivated guns but not antique firearms.

- 4. The SRA is (amended January 1998) an unincorporated membership association, managed by its officers, steered by *ad hoc* and standing committees and accountable to its members.
- 5. The SRA's assets are the responsibility of the officers and trustees.
- 6. The SRA is responsible for meeting the administrative and other such costs as are generated in pursuit of the SRA's objects.
- 7. Every member of the SRA shall, subject to these rules and byelaws from time to time in force, be entitled to use and enjoy in common with the other members of the SRA all facilities offered or provided by the SRA, but shall not by reason of his membership be under any financial liability except for payment of his annual subscription to the SRA, other than as separately agreed between the SRA and that member.
- 8. PROVIDED always that no member of the SRA shall have the right to represent the SRA or otherwise pass himself off as representing the SRA in any matters concerning the policies, objects and aims of the SRA other than such as are stated in these rules and byelaws or such as are published from time to time by an SRA committee unless the member is authorized in writing by an SRA committee to do so.
- 9. The SRA shall consist of any number of founder, lifetime, annual (full), family, principal, associate, corresponding, guest and honorary members. Other classes of membership shall be instituted from time to time by additions to the byelaws approved by committee. Members shall be ordinarily resident in the United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, or the Republic of Ireland, to enjoy the full benefits of membership.
- 10. The membership fee payable by a member on acceptance shall be such sum (if any) as the committee shall from time to time determine. The committee may require membership fees of varying amounts and may remit the whole or part of the membership fee of any member.
- 11. An individual member accepted after the first day of January, April, July or October in any year shall be granted membership valid until the last day of March, June, September or December the year following and shall be required to renew his membership on or before the due date.
- 12. Any club or group accepted for membership after the first day of February, May, August or November in any year

- shall be granted membership valid until the last day of April, July October of the year after or in the case of November, the last day of January twelve-month after joining. Members of such a group are deemed to be associate members of the SRA.
- 13. Any group of members may seek an alternative renewal date for their own convenience on first joining, (amended 2014) or at a subsequent renewal, provided that it is not less than 12 months hence, by paying the additional fee *pro rata*.
- 14. A member absent abroad for the whole of any membership year shall, upon giving written notice to the SRA and on payment of his regular membership fee, be entitled to receive such circulars and other material as is sent to other members of the SRA at any one domestic or overseas address in accordance with his instructions.
- 15. Any person living permanently abroad, of any nationality, may apply to the SRA for membership and if accepted will similarly be entitled to receive all communications as are sent to domestic members on payment of the appropriate membership fee: PROVIDED that such insurance benefits of membership as are provided for residents of the United Kingdom and the Republic of Ireland do not extend to overseas resident members. Such members shall be known as corresponding members.
- 16. Annual subscriptions shall be payable to the SRA *before* the due date shown on the membership card. The SRA shall make every effort to draw members' attention to the need to attend to the renewal of their subscription (amended 2015) but accepts no consequential liability for any failure to do so.
- 17. If any member is in arrears, the SRA will send one reminder and if his subscription is not paid within twenty-eight days from the seventh day after the notice was posted, an authorized person will remove that member's details from the SRA's records, thus to comply with the Data Protection Act registration. He shall thereupon cease to be a member and forfeit all rights of membership. PROVIDED that the committee may at any time restore him to membership upon payment of all arrears of subscription due, or otherwise as the committee sees fit.
- 18. A member may resign his membership at any time by writing to the Secretary at his office but shall be liable for his subscription for the remainder of the year in which he resigns. The SRA shall discontinue sending circulars and other

communications to resigned members as soon as practicable after (amended 2015) *acceptance* of a member's resignation and will delete a resigned member's database entry as soon as practicable after the expiry date thereon. The committee reserves the right to refuse to accept inappropriate resignations and instead alter such a person's membership status within the categories of membership available at the time.

- 18(A) (added April 2020) on receipt of any SRA communication being returned to the Secretary undelivered, the SRA shall (save in the case of a deceased member see 19) make every effort to correct/update the address and send the communication again. In cases where no new address can be determined, the old address shall be deleted from the database, but the name retained until the expiry date of that membership
- 19. Upon receipt of a notification of a member's death, the SRA shall avoid causing distress to the bereaved household by removing the late member's name from the database forthwith. The SRA's condolences shall be forwarded to the appropriate next of kin, or the informant, if appropriate. The SRA shall make its firearms related services available to the late member's family or executor, if required. The unused portion of the late member's subscription year can be transferred as an honorary membership (sans insurance) to the said next of kin of executor or for 12 months in the case of deceased life members.
- 20. Any member convicted of any offence shall furnish the SRA with full particulars of the conviction in the event of any claim on any insurance that members benefit from through the SRA. Any person found to be a 'prohibited person' within the meaning of section 21 of the Firearms Act 1968, as amended, may retain membership, but shall not use or carry firearms within the meaning of section 57(1) of the Act until the prohibition is lifted by the passage of time or by a successful application to a Crown Court sitting in its capacity as successor to the Quarter Sessions.
- 21. If the committee are of the opinion that a member has not conducted himself satisfactorily or has failed to justify or explain questioned conduct satisfactorily, the committee shall call upon the member in writing to resign and may expel him if he does not resign. A member thus expelled shall forfeit all privileges of membership forthwith. Any appeal from a person

in these circumstances shall be considered promptly and sympathetically from the point of view of the appellant and the opinions of stalwart founder and life members may be canvassed.

- 22. An annual general meeting of the SRA shall be provided for in accordance with SRA byelaw 13.
- 23. The committee shall exercise the powers given to it by these rules and other such powers of management as the affairs of the SRA may from time to time require, including responsibility for reviewing and amending byelaws as necessary. The committee shall consist of the officers and other functionaries of the SRA whose posts are identified in SRA byelaw 1. Additional persons, who must at all times be full members of the SRA, may be co-opted to the committee whenever a need for their expertise is recognized by the committee.
- 24. The annual general meeting may appoint up to four additional members to the committee for a year following the AGM.
- 25. A quorum of the committee shall consist of the SRA Secretary and a simple majority of officers, co-opted and appointed members. Apologies for absence shall count as attendance for quorum purposes, provided that the person apologizing for absence has received minute of the previous meeting and an agenda for the meeting he will not attend.

  25a (inserted April 2020) virtual meetings conducted through internet social media shall be regarded as committee or other meetings as appropriate.
- 26. Committee members may reclaim their reasonable expenses caused by the exercise of their duties to the SRA from the SRA Treasurer, if they can nail him or her down.

#### **BYELAWS**

1. The officers of the SRA shall be the chairman, secretary and treasurer. The Chairman (elected 1984) is Mr Jan A Stevenson. The Secretary of the SRA (appointed 1985) is Mr Richard A Law. The Treasurer of the SRA, co-opted in May 2001, is Mrs Elizabeth M Law. The Scottish representative, co-opted in August 1996, is Mr Francis Berry. The SRA's .org website is maintained by Mr Mick Cathcart (co-opted 2015) and theco.uk site by Mr Michael Davies. The SRA's Facebook presence

- is maintained by Mr Edward Beck. Since the last publication of the SRA's byelaws in 2013 the Welsh representative Mr Phillip Chennells and the *Shooters' Journal* & .org editor Mr Peter Brookesmith have retired.
- 2. The committee shall regulate its own procedure and keep only such records as it thinks necessary.
- 3. The committee may appoint sub-committees and depute to them any relevant powers. Members of sub-committees are not to be regarded as members of the SRA committee unless already on the committee or specifically co-opted to be so.

# **CLASSES OF MEMBERSHIP**

- 4. Members should ordinarily be resident in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland to benefit from the SRA's public liability policy. Membership applications from any persons living beyond the defined territory will be accepted as corresponding members.
- 5. Full annual members of the SRA are those individuals who have paid (or been excused) the full membership fee in force for the year in question.
- 6. With effect from 1 July 1988 family members are those persons resident with a full member, for whom the full member has paid the additional fee set by the committee.
- 7. Full members of the SRA who first joined between 1 August 1984 and 15 July 1985 shall be regarded as Founder Members and as such shall be entitled to a distinctive membership card. (Added June 2018) Founder members who are still paid up annual members on 15 July 2018 will be converted to life members instead of their next renewal.
- 8. With effect from 1 October 1985, associate membership is recognized for the members of any club, group, syndicate or association that affiliates to the SRA as a unit, paying the appropriate membership fee for each of its members. One member of the group shall be the principal member, to whom all correspondence shall be directed.
- 9. With effect from 1 April 1992 a class of life member is recognized on payment of the set fee or by the award of the committee.
- 10. The SRA recognizes as guest members, who benefit from public liability insurance, persons invited to attend any SRA-affiliated club or group activity where the guest is legally

entitled to carry or use firearms under sections 11(1), (2), (4) and (6) and section 11A of the Firearms Act 1968: section 15(1) of the Firearms (Amendment) Act 1988, all as qualified by subsequent amendments and regulations and provided that they are closely supervised on a one-to-one basis at all times while doing so. Outside of these legal exemptions, no guest, visitor or member of the audience may use any weapon of any description unless they can satisfy the event organiser that they are suitably qualified and have their own effective public liability insurance in force at the time.

11. The SRA committee may appoint any person an honorary member to any class of membership. Honorary members pay no membership fee for the duration of said honorary membership.

# GOOD ORDER AND DISCIPLINE

- 12. All members are expected to comply with the law of the land with respect to their ownership, possession, storage and use of any firearm or other weapons appropriate to the activity being engaged in. Members must also comply with the rules or laws of any association, club, group, syndicate or other body through which they are so insured or engaged. Where no formal rules exist, members should observe traditional best practice, safety standards or etiquette as appropriate. (ADDED 2015) Be aware that acting unlawfully or in violation of local rules or etiquette may void any claim a member may have to make on public liability insurance.
- 13. All members are expected to be appropriately trained and qualified with whatever weapons their activity uses before doing so independently of qualified supervision.
- 14. All activities should have been risk-assessed before being undertaken: that assessment is to steer training. Risk assessments may be copied to the association for reference.
- 15. (Added 2014) The insurers specifically prohibit any use of pyrotechnics except by those professionally qualified to do so and any use of weapons by non-members other tha according to rule 10.

# **GENERAL MEETINGS**

16. The SRA committee shall hold an annual general meeting each year in March in the Pwlsilwair range clubroom and any member may attend at his own expense. If thirteen or more

annual, founder, honorary, life or principal members petition for a meeting regarded as necessary at any other time of year, it will be deemed an extra-ordinary meeting and may be held at any location suitable to its purpose.

#### **FEES**

17. Fees for each class of membership shall be set by the committee and reviewed periodically to accommodate the SRA's costs. The current fees are to be published in the *Journal* each time the *Journal* is published. The SRA is expected to be self-funding from membership fees, the sale of promotional goods, course fees, competition fees and range fees.

# **NEWSLETTER**

(title amended to *The Shooters' Journal* in 1992)

The SRA shall produce a journal periodically to keep its 18. membership informed of both the SRA's activities and relevant current affairs topics. The ideal frequency is four issues per year, but this is to be approached flexibly by the editor – increasing frequency during campaign periods and reducing it in quiet news periods (added 2016 - and always within the limits of available budget.) The *Journal* is to be sent, on publication, by post to honorary and life members; to all paidup full and (deleted 2018 founder) members, to the principal member of every paid-up club or group and to corresponding members. At the Treasurer's discretion, a renewal reminder may be included to those whose subscription will fall due for renewal up to three months after publication. At the Treasurer's discretion, recently lapsed members may receive a *Journal* with a reminder, or a reminder promising them a *Journal* after receipt of their subscription. The *Journal* shall also be sent, on publication, to those persons on the 'free list' maintained by the Secretary. Any committee member may nominate persons for inclusion on the free list and the list is to be revised by the Secretary immediately prior to publication of each Journal. A full PDF version of each Journal will be published on the SRA's websites as soon as practicable after the print version is finalized and thus possibly before the print version reaches letterboxes.

#### **INSURANCE**

- 19. With effect from 15 July 1985 SRA members shall benefit from a policy of legal costs insurance (SUSPENDED JULY 2009). Claims in respect of section 44 appeals cannot be made to the SRA while appropriate insurance is not in effect. Members who get into this difficulty after joining will be assisted to the full extent of the SRA's expertise and any member may be assisted with funding in appropriate cases, subject to funds being available for the purpose.
- With effect from 17 July 1988, the SRA members shall 20. benefit from a policy of public liability insurance in the sum of (amended 2011) up to £10 million per claim in respect of claims made against them arising from their negligence specifically while engaged in (amended 2018) "The amateur usage of any firearms, shotguns, air weapons, bows, hand launched weapons, tools and sporting implements for artificial target shooting: (including practical shotgun), with adequate devices for pest/vermin control: appropriate firearms and ammunition for game, wildfowling and deerstalking, including coup de grace. The humane despatch of animals on or near public highways at the request of the police, RSPCA or National Trust and anywhere else at the request of the owner. Fishing and sea fishing from the shoreline. The usage of any weapons appropriately modified as necessary - for theatrical purposes, battle re-enactment, living history or airsoft skirmish. The scheme extends to include prospective members trialling artificial target shooting, archery and hand-launched device usage under the immediate supervision of a qualified member but excluding the loading and firing of weapons and the use of weapons by the public in a battle re-enactment, combat or fight scenario. Talks, lectures and demonstrations performed by members voluntarily or for a fee."
- This insurance does not absolve members from their legal responsibility to hold appropriate vehicle or equestrian insurance while using vehicles or riding horses on public roads and is not effective in respect of horses except when taking part in any public performance or private rehearsal related to battle re-enactment or living history.
- Claims against any SRA member relating to or potentially relating to legal action by a third party (whether a member of the SRA or otherwise) shall be notified to the SRA Secretary within seven days, or with an adequate (i.e. acceptable to the insurance company) explanation of the delay, if later.

- Accidents involving personal injury to any person at any meeting where members are engaged in any of the activities listed on the public liability insurance policy should be recorded in the accident book for the range/venue/event site on the day it happens. The names and contact details of relevant witnesses should also be recorded.
- An accident/incident form or summary should be returned to the SRA Secretary within seven days of any such accident or incident occurring.

# **WAR CHEST**

21. The Treasurer shall maintain, in the number two account, funds donated by members or raised by events/raffles etc.to be used as a fighting fund in times when firearms legislation is under Parliamentary scrutiny. The use of the fighting fund shall be at the sole discretion of the treasurer.

# **FUND RAISING**

22. The SRA's principal fund raising – for the purposes of meeting its overheads and insurance premiums – is the membership subscription. Cash and cheque payments will be processed through Alliance and Leicester (formerly National Giro): credit/debit card transactions via the National Westminster Bank and internet payments by PayPal. The SRA's officers will constantly consider additional ways of raising money either to help with the SRA's overheads (and thus to keep membership fees down) or for the fighting fund, as appropriate. Where an event or activity is specifically for raising fighting fund money, its purpose should always be clear to participants. Where no specific purpose is made clear, the Treasurer has sole discretion as to how the money should be stored and used.

# PROMOTIONAL GOODS

23. The SRA owns the copyright of its logo, drawn by the late Terry Hill in 1984 (he was art director on Handgunner Magazine at the time) and based on the 1973 Larry Watkins design. Promotional goods featuring the logo will be sold for the benefit of general funds. All such goods should be purchased or commissioned by the SRA and sold by mail order or on trade stands when the SRA exhibits at shows. This byelaw does not envisage SRA promotional goods being sold

wholesale or in partnership with any other business or organisation.

# TARGET RANGE

- 24. The SRA shall construct and maintain a 25-metre target range at Llanerchymeidwr, Pembrokeshire on land leased from the Law family, for the convenience of members. The range shall be constructed to army specifications as required by the planning permission and a range safety certificate obtained (issued May 1988: the army discontinued the practice in 2006) The range shall be managed and maintained for the SRA by the Charter Gun Club or its successors. The committee of the club managing the range shall be regarded by this byelaw as a subcommittee of the SRA for the purposes of decisions relating to any financial commitment relating to the range facility.
  - Club members using the facility shall pay fees to the club as appropriate.
  - SRA members using the facilities outside of club meeting times must comply with any and all range rules and pay the relevant fees to the SRA.
  - The Charter Gun Club committee or its successors are, in their capacity as a subcommittee of the SRA, expected to raise such funds as are necessary to pay the lease and maintain the range to army (amended 2006) or later standards.
  - Where improvements are to be made to the facilities for the convenience of members and hirers, it is expected that the costs will be shared by the management club and the SRA.
  - The range remains the property of the landowners, to whom it reverts as private property if or when any lease or agreement ceases to have effect.

# TRAINING COURSES

25. The SRA shall offer shooting related training courses to the limits of the expertise of its officers or co-opted members. The SRA shall also use the facilities for promoting other shooting courses for the benefit of members and the general improvement of safety and expertise within the shooting community. The facilities may be leased by other training organisations and used for their private training periods when the facilities are not required by the Charter Gun

Club or its successors with funds thus raised earmarked for the purpose of maintenance and improvement. +

# **DEFINITIONS**

- 'He' or 'his' etc. should be read to also mean 'her' or 'hers' etc. as necessary.
- The SRA recognizes male and female members equally and has neither a lower nor an upper age limit for any class of membership.
- Firearms are defined in the UK in section 57 of the Firearms Act 1968, as amended. Firearms are ordinarily subject to section 1 of that Act, which requires the keeper to hold a firearm certificate issued by local police.
- Some firearms are additionally subject to section 5 (prohibited weapons) controls, authority for which is issued by the Home Office.
- Some firearms are exempted from section 1 controls, such as shotguns, air weapons airsoft and antiques, but be aware that different controls apply in some regional jurisdictions of the UK.
- Low powered air weapons are exempted from the need to hold a section 1 certificate (but not in Northern Ireland) and owners require an air weapon certificate in Scotland. The Scottish certificate imposes a mandatory security inspection and a security condition on holders, while in England and Wales the Crime and Security Act 2010 makes it an offence to permit unsupervised access to an air weapon by persons under 18.
- Nothing in the Firearms Act applies to any antique firearm possessed solely as a curiosity or ornament (Richards v Curwen 1977) by all except prohibited persons (Antisocial Behaviour, Crime and Policing Act 2014).
- Some people are exempted from the need to hold a certificate under certain circumstances.
- All deactivated firearms have been declared 'defectively deactivated by the Crime and Policing Act 2017 and have to be brought up to 'current' specifications and registered with the Home Office by April 2021. This is a transitional Brexit provision that may change, lapse or get worse when Britain severs its European umbilical cord.

 Members of the SRA live under seven jurisdictions and must take care to comply with the laws of the area they live in and those of any other territory they enter in the course of their firearms related activities.

# GUIDANCE Re-enactment and living history

- Public liability insurance covers the third (or innocent) uninvolved party's losses arising from your negligence. Claims start with someone wanting to sue you.
- You have a duty to minimise that risk, hence completing risk assessments, training for and rehearsing events. People who are not trained for a particular scenario should not take an active part in it.
- SRA membership and thus your insurance includes member-to-member cover, still with the caveat that, at the time of the incident, that the claimant was the third, or innocent party.
- Our policy does not extend to personal injury, so if you fall on your sword, there's no third or innocent party to sue: if you're pushed onto your sword, was the pusher negligent or homicidal?
- If you use volunteers in your scenarios, their role should not extend beyond what they are trained to do. You do not have time at an event to train volunteers up, so anybody who is not a member of your group should not use any of the weapons.

The exception to this is the carefully supervised one-to-one that occurs within living history demonstrations. You can let people feel the weight of your sword or rifle, for example, but the only circumstances in which non-members can *use* weapons are in prearranged 'have-a-go' archery and the rifle club equivalent at open days. (Added 2018) Closely supervised use of hand-thrown weapons (knives, axes, javelin etc.) is construed as the equivalent of archery.

Outside of those limited circumstances, non-members aren't insured; so if you let guests loose with weapons, the damage they do would be at their liability and if they injure themselves (as happened in a Falklands re-enactment) the volunteer might think you negligent for letting them use weapons they haven't been properly trained on.