

RULES FOR MEMBERS AND MEMBERSHIP OF THE ROYAL HORTICULTURAL SOCIETY (THE RHS)



1. Preamble

- 1.1 These Regulations known as “Rules for Members and Membership of the Royal Horticultural Society” are made by Council under Bye-law 20.1.
- 1.2 These Rules may be varied by Council at any time. Any variance of these Rules shall take effect one month after Notice of the variance has been provided to members of the Society.
- 1.3 Members of the Society are required to accept and abide by these Rules and any variation that might be made to them as a condition of their membership.

2. Eligibility for Membership

- 2.1 Membership of the Society is open to any individual and any corporate body, association or organisation interested in horticulture.

3. Application to become a Member

- 3.1 Any individual or corporate body, association or organisation shall submit an application for membership in such form and by such method as the Director General or Director of Finance may from time to time agree.
- 3.2 Applicants for membership shall provide the Society with such information as may be requested by the Director General or Director of Finance in order for their application to be considered and to provide access to those benefits that may be dependent on age (see Rule 4.1 below).
- 3.3 The Director General or Director of Finance may reject any application for membership of the Society where an individual or corporate body, association or organisation (hereafter referred to as a member organisation) appears to them to be ineligible for membership or for any other reason where they consider it to be in the interest of the Society not to do so.

4. Categories of Membership

- 4.1 The Director of Marketing, Membership and External Communications shall assign individual applicants for membership of the Society to one or more of the following categories of membership as they may determine:

Individual membership
Family membership
Student membership
Young person membership
Life membership
Joint life membership
Temporary membership

Associates of Honour – closed to new members
Associate membership – closed to new members
Concessionary membership – closed to new members
Garden Explorer membership – closed to new members
Honorary Fellows – closed to new members
Joint concessionary membership – closed to new members

- 4.2 Council may vary the categories of membership of the Society and the basis for assignment to those categories at any time.
- 4.3 The Director of Finance or Director of Marketing, Membership and External Communications shall publish a list of current membership categories in the *RHS Members' Handbook* or make details available to any individual on request.

5. Period of Membership

- 5.1 Council shall determine the period for which individuals or membership organisations may generally remain a member of each category of membership and the date and arrangements for renewal of their membership.
- 5.2 In the case of life membership of the Society, membership shall cease on the death of the member or after a period of 100 years from the date on which the member joined the Society – whichever is the sooner.
- 5.3 In circumstances where a valid complaint is received concerning the failure of the Society to provide a member with the benefits to which they are entitled, the Director General or Director of Finance may agree to extend the period of membership for any category, save for life membership, by such period as they consider appropriate in the circumstances.

6. Fees and Subscriptions

- 6.1 Council shall from time to time determine the fees and subscriptions for each category of membership that an individual or member organisation shall be required to pay when first applying for membership of the Society and at the time of renewal of their membership.
- 6.2 Within any limits or guidelines that may be issued from time to time by Council, the Director General or Director of Finance may at their discretion remit, waive or accept late payment of the whole or any part of any fee or subscription for any reason they consider to be in the interest of the Society. In particular, and within the limits or guidelines agreed by Council, the Director General, Director of Finance or Director of Marketing, Membership and External Communications may vary the fees and/or subscriptions payable by those applying for membership of the Society or seeking to renew their membership as part of any promotion or offer intended to increase the total membership of the Society or reduce the cost of collecting and processing such fees and subscriptions.

- 6.3 Once paid, a membership fee or subscription shall not be refunded save where Council, or the Director General or Director of Finance, may determine it is in the interest of the Society to do so.
- 6.4 Unless otherwise determined by Council, an individual or member organisation applying for membership or renewal of their membership shall pay any fees and/or subscription that may be due at the date of application or renewal as the case may be. An individual or member organisation shall not be entered or remain on the Society's register of members unless the fees and/ or subscription due are paid in full.
- 6.5 The Director General or Director of Finance shall from time to time prescribe the method by which payment of fees and subscriptions may be made.
- 6.6 Where payment of membership subscriptions is made by direct debit and a member wishes to cancel a subscription, notification must be received by the Membership Services Manager at least 10 days before the membership expiry date. Failure to provide such notice will result in the direct debit being claimed.

7. Membership Card

- 7.1 The Membership Services Manager shall issue each member and membership organisation with a membership card for each period of their membership as evidence of their membership of the Society.
- 7.2 In the event that a membership card is for any reason not issued or delivered to a member they shall still be able to enjoy the membership benefits and rights to which they are entitled provided they are not in arrears with the payment of their subscription. In these circumstances a member shall be required to provide proof of identify when entering an RHS Garden (excluding Recommended Gardens which will only permit free entry supported by a valid RHS membership card).
- 7.3 If a member's membership card is lost or damaged, a replacement card shall be issued free of charge save that the Membership Services Manager may refuse to issue a replacement card if more than one has already been issued in the 12 months prior to the date that a request for a replacement card is received.
- 7.4 A membership card is for use by the named member or member organisation only. A member or member organisation may not permit anyone else to use their membership card unless expressly authorised to do so under the terms of the category of their membership. Failure to comply with this rule may result in confiscation of the membership card, immediate withdrawal of any benefits to which a member may be entitled (including access to any of the Society's Gardens) and the commencement of proceedings to terminate that individual or member organisation's membership of the Society.
- 7.5 An individual or organisation may on becoming a member be provided with a duplicate of their application form. The duplicate application form shall act as a temporary membership card and remain valid for 28 days from date of issue.

8. Obligations of Membership

- 8.1 A member shall, when acting in their capacity as a member, act in the interests of the RHS and in a manner that contributes to the achievement of the objectives of the society. Members must also abide by these rules.
- 8.2 While at premises owned or operated by the Society, a member must act in an appropriate manner so as not to cause offence or annoyance to other visitors, members and their guests.
- 8.3 The Society has a duty of care towards its employees and reserves the right to terminate the membership of any member who verbally or physically abuses an RHS Employee or RHS Volunteer in accordance with the requirements of Bye-Law 2.10.d and 2.11 of The Charter & Bye-Laws of The Royal Horticultural Society as approved at the Annual General Meeting on 30 June 2005 (and amended on 1 July 2008) or later edition. Assault against any RHS Employee or RHS Volunteer may result in prosecution.
- 8.4 A member may not use for personal or commercial benefit any trademark or logo of the Society or any statement or initials implying membership of the Society, unless specifically authorised by Council.
- 8.5 A member must notify the Membership Services Manager at the RHS Office of any change of address for communication as soon as is possible. The Society will not be responsible for losses of any kind, including loss of benefits that may arise as a result of the failure of a member to advise the Society of a change of address.

9. Benefits and Rights of Membership

- 9.1 Every individual member and member organisation shall be entitled to the membership benefits and rights agreed from time to time by Council provided that the member or member organisation is not in arrears with the payment of their subscription. Council may vary these benefits and rights at any time without notice.
- 9.2 The Director of Marketing, Membership and External Communications shall ensure that details of membership benefits and rights are published from time to time in the *RHS Members Handbook*.
- 9.3 Notwithstanding the provisions of Rule 9.1, the benefits offered to any individual or member organisation holding temporary membership shall be limited to entry to RHS Gardens and to the London and Wisley Flower Shows.
- 9.4 **Voting Rights**
Every individual member over the age of 18 and all member organisations shall be entitled to one vote at any meeting of the Society, an election or poll. A member organisation is required to appoint an individual to represent it and to vote on its behalf and to notify The Secretary at the RHS Office of the name of this individual or alternate in the manner required by Regulations made under Bye-law 20.1.

9.5 In the case of an election or poll conducted by postal and/or electronic ballot, only those members eligible to vote on the date that the voting papers are issued or an invitation to vote electronically offered shall be entitled to vote.

9.6 A member shall cease to be entitled to the benefits and rights of membership on the day following termination of their membership under rule 10.1 below.

10. Termination of Membership

10.1 The membership of an individual or member organisation shall be terminated

a. on receipt by the Membership Services Manager of a notification of the death of an individual member or a member organisation ceasing to exist;

b. on receipt by the Membership Services Manager of a written notice of resignation from the member;

c. if payment of any membership subscription has not been received by the Society within 90 days of the due date;

d. if after considering a complaint concerning the conduct of an individual member or member organisation in accordance with Bye-law 2.11 and Rule 10.2 below, Council is of the view that membership should be terminated.

10.2 Complaints concerning the conduct of an individual member or member organisation must be made in writing to the Director General and signed by at least ten members of the society or two members of Council. All such complaints will be investigated by a committee appointed by Council if Council concludes that there is a case to be heard. Those making the complaint and the member against whom the complaint relates shall have a right to be heard by the investigating committee before the committee reaches its conclusions and makes recommendations to Council. All parties appearing before the investigating committee may elect to be accompanied by another person of their choice. The decision of Council on a complaint shall be final.

10.3 A member whose membership is terminated shall remain liable for any arrears of subscription or other sums due from them and shall not be entitled to the return of any subscriptions or other fees already paid.

11. Honorary Membership

11.1 Individuals who are granted the Society's Associateship of Honour or Honorary Fellowship shall be granted membership of the Society without the need to pay a subscription for so long as they hold the title. Such individuals shall be entitled to the same benefits and rights and subject to the same obligations of membership as any other member of the Society.

12. Other Matters

Admission to RHS Gardens, Recommended Gardens and London Shows

- 12.1 Possession of an RHS Membership Card shall unless and until such time as Council may determine otherwise entitle the rightful holder of that card to a right of admission to RHS Gardens, RHS Recommended Gardens and London Shows. No other form of identity shall provide such right of access save for that provided by Rule 7.2 above.
- 12.2 An individual member or member organisation may, if assigned to the appropriate category of membership, be accompanied by one or more guests when visiting an RHS Garden as permitted by the terms and conditions of entry for that Garden. The Director of Marketing, Membership and External Communications shall ensure that details of the appropriate category of membership to which this Rule applies are published in the *RHS Members' Handbook*.
- 12.3 An individual member or member organisation may, if assigned to the appropriate category of membership, have an entitlement to free or reduced price entry to RHS Recommended Gardens at specially selected periods of the year as permitted by the terms and conditions of entry for that Garden. The Director of Marketing, Membership and External Communications shall ensure that details of the appropriate category of membership and the entry entitlements to which this Rule applies are published in the *RHS Members' Handbook*.

Use of RHS Libraries

- 12.4 The Director of Science and Learning shall have the right to withdraw a member's entitlement to borrow books from any of the RHS Libraries in the event of a book/or books being returned or renewed late.
- 12.5 The Director of Science and Learning shall have the right to seek recompense for the value of any book(s) lost or damaged by a member. Invoices for non-returned books will be raised after three written requests.
- 12.6 The Director of Science and Learning shall have the right to cancel the membership subject to clauses 2.11 and 20.1 of The Bye-laws of The Royal Horticultural Society of any member who fails to return books borrowed from an RHS Library when requested to do so, and who fails to recompense the library for lost, damaged or non-returned books
- 12.7 Members may not use books and other materials borrowed from an RHS Library for any commercial purpose or purpose resulting in personal benefit or gain without the express authority of the Society.
- 12.8 Members making photocopies of books and other materials within or borrowed from an RHS Library must comply with the law relating to copyright and any licences which the Society may hold relating to those books or materials. All copying is at the discretion of the Library staff who may restrict or forbid the copying of any item.

Admission tickets to Shows

- 12.9 Admission tickets for the Society's Shows purchased by a member direct from the Society or its authorised agent or made available free of charge by the Society may not be resold. Any member who is discovered to have sold their admission tickets will not be permitted to buy or receive tickets to future shows.
- 12.10 Holders of a ticket(s) identified as being purchased through an unauthorised seller shall be refused admission to the Show to which the ticket(s) provide access.
- 12.11 Once purchased, admission tickets are not subject to refund. The RHS shall adopt a policy to regulate and direct how it shall deal with Ticket Refund requests that it may receive. The Head of Shows Administration shall make this policy available to members on the RHS website, or, on request, in writing.

Advisory Services

- 12.12 Members are able to seek horticultural advice from the Society's Advisory Service for personal use only. The Director of Science and Learning shall have the right to withhold advice from members if he considers that it is being obtained for commercial use and/ or benefit.

The Garden

- 12.13 The Society's journal, currently known as The Garden, is despatched on a monthly basis to those members and member organisations that have a subscription entitlement. Members residing in the UK should receive The Garden during the first week of the month of publication. Overseas members should receive their copy approximately 14 days later. The Membership Services Manager shall replace any copy of the Society's journal to which a member of the Society is entitled but does not receive providing notice of non-delivery is given to the Membership Services Manager not less than 60 days from the 1st day of the month of publication of the copy of the journal that is not received.
- 12.14 The Society shall be entitled to include any leaflet, brochure, booklet or such other item as it may determine as an insert in or carrier for its journal. Such insert or carrier may comprise in part or in total an advertisement or advertisements for products or services provided either by the Society or another party. Members shall not be entitled to request receipt of the Society's journal without such inserts or carriers.

13. Policies

Privacy

- 13.1 On becoming a member of the RHS, a member is deemed to have accepted that the Society may pass information relating to that member to such parties as the Society may consider necessary to process and administer their membership and communicate details of other RHS services provided that the Society may not give or sell the personal details of any member to any other party for any other purpose.

Recruitment

- 13.2 From time to time the RHS may contact lapsed members by telephone, mail, email or such other method as it may choose in order to encourage them to renew their membership. This contact may include specific promotions or incentives to rejoin. If lapsed members prefer not to be contacted by some or all of these means they should inform the membership department.
- 13.3 The RHS may use telephone, mail, email or such other method as it may choose in order to assist it to recruit new members.

Fundraising

- 13.4 On becoming a member of the RHS, a member accepts that the Society or an agency appointed by the Society may contact that member by telephone, mail, email or by such other method as it may choose for the purpose of raising funds for its activities, services or other projects save that any such fundraising activity shall be carried out in accordance with prevailing law and any guidance issued by the Information Commissioner's Office or any successor body. Any member not wishing to be contacted for fundraising purposes must inform the Membership Services Manager in writing.

Complaints

- 13.5 The RHS shall adopt a policy to regulate and direct how it shall deal with complaints that it may receive. The Membership Services Manager shall make this policy available to members on the RHS website, in the *RHS Members' Handbook* or, on request, in writing.

14. Notices

- 14.1 Where a member is required to submit a Notice to the Society under these Rules, this may be delivered in person, sent by post or delivered by electronic means provided in the case of the latter there is a means of authenticating the signature of any such Notice where a signature is required.
- 14.2 Where the Society is required to provide a member with Notice under these Rules, this may be given by any or all of the following methods: an advertisement in one or more national newspapers, publication of a notice in the Society's journal, publication of a notice on the Society's website, publication of a notice in the *RHS Members' Handbook*, in writing and delivered in person or by post or electronic communication to the member's last notified address. In all cases, a member shall be deemed to have received any Notice sent by the Society on the third day after it is published or sent from the Society's offices or those of its agent.

15. Definitions and Notes

In these rules, the following terms shall have the meanings shown:

Address – in relation to electronic communications include any number or address provided by a member for such communications

Bye-laws – the Society's Bye-laws

Council – the body in which the governance of the Society is vested in accordance with the Charter and Bye-laws

Director General – the person appointed by Council to perform the duties of the Director General of the Society whether temporary or otherwise and by whatever name called from time to time

Director of Finance - the person appointed by Council to perform the duties of the Director of Finance of the Society whether temporary or otherwise and by whatever name called from time to time

Director of Marketing, Membership and External Communications - the person appointed by Council to perform the duties of the Director of Marketing, Membership and External Communications of the Society whether temporary or otherwise and by whatever name called from time to time

Membership Services Manager – the person appointed by the Director of Finance to perform the duties of the Membership Services Manager whether temporary or otherwise and by whatever name called from time to time

Head of Shows Administration - the person appointed by the Director General to perform the duties of the Head of Shows Administration of the Society whether temporary or otherwise and by whatever name called from time to time

Journal – *The Garden* or any successor publication

Lapsed member – is any individual or organisation that ceased to be a member due to the non-payment of membership subscriptions and did not provide notice of cancellation of membership.

Member of Council – a member of the RHS Council

Member Organisation – any corporate body, association or organisation that is a member of the Society

Members – collectively the individuals and member organisations who or which are a member of the Society

Membership Card – a card or such other document issued from time to time to a member that confirms membership of the Society

RHS – The Royal Horticultural Society

RHS Members' Handbook – the handbook issued by the Society to each of its members

RHS Office – the principal administrative office of the Society which at the time of the adoption of these Rules is 80 Vincent Square, London SW1P 2PE

Rules – these Rules

Temporary Member – an individual or organisation that has been granted temporary membership of the Society for a maximum period of 28 days in accordance with Rule 7.5

The Secretary - the person appointed by Council to perform the duties of The Secretary of the Society whether temporary or otherwise and by whatever name called from time to time

Society – The Royal Horticultural Society

Society's website – the website published by the Society at www.rhs.org.uk