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# **BRUSSELS GAY SPORTS NPO HOUSE RULES**

**[Amended by General Meeting of 05.04.2014]**



## **I. GENERAL PROVISIONS**

### **ARTICLE 1 – SUBJECT AND LEGAL FORCE OF THE RULES AND REGULATIONS**

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These rules and regulations aim to clarify the operation of the association Brussels Gay Sports NPO within the framework of its statutes. It was approved by the General Assembly. This document is a supplement to the statutes of the Association, which were published in the Belgian Official Journal. It has general legal force. The provisions of the statutes are applicable in case of contradictions between the statutes and the rules and regulations.

### **ARTICLE 2 – DEFINITIONS**

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In these rules and regulations is meant by:

- **“Member”**: effective member and affiliated member, as defined in the statutes.
- **“Person in charge of the activity”**: a member who voluntarily takes on the organization of a regular activity.
- **“Regulations”**: rules and regulations.
- **“Association”**: Brussels Gay Sport NPO.
- **“Regular activity”**: a sport or leisure activity offered by the association that is organized on a seasonal basis.
- **“Group activity”**: a sporadic or a unique activity organized by the association that aims to bring the members together outside their regular or leisure activities, such as the annual barbecue or the “Brussels Gay Ski Week”.

### **ARTICLE 3 – AGREEMENT TO THESE REGULATIONS**

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On the occasion of the enrolment, the member will be reminded of the fact that the registration with the association implies the entire agreement to these regulations. These regulations are to be consulted on the website of the association.

A copy will be handed over on simple request. For lawsuits between a member and the association, only the courts of the district of Brussels have jurisdiction.

### **ARTICLE 4 – AMENDMENT TO THE REGULATIONS**

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These regulations were approved and are modifiable according to the conditions provided in the statutes. The association reserves the right to adapt these regulations and apply any amendment to it which it deems necessary. Each amendment will come into effect from 1 September following the approval.



## **II. CONDITIONS FOR MEMBERSHIP**

### **ARTICLE 5 – LEGAL CAPACITY AND AGE**

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- 1. Every emancipated and major (at least 18 years old) person can become a member.**
- 2. Minors, younger than 16 years cannot become member.**
- 3. Every minor person older than 16 years old and/or every person who is not in possession of full competence to act (hereafter called "minor older than 16 years old") can become a member when the following conditions are fulfilled:**
  - 3.1. Before subscription, every minor older than 16 years old will have to deliver a written statement to the board, signed by his/her legal representative.**
  - 3.2. Usual progress of activities are not to be disturbed by the presence of a minor older than 16 years old, nor is it possible to require special features for organising the activity or for hiring the infrastructure. Only the responsible person for the activity will decide, in agreement with the board, whether the activity is suitable for the minor older than 16 years old.**
  - 3.3. A minor older than 16 years old can only join the activity(ies) he or she is explicitly authorised to, and will be excluded from any other activity.**
- 4. Minors older than 16 years old cannot become an effective member.**

### **ARTICLE 6 – COSTS OF PARTICIPATION TO REGULAR ACTIVITIES**

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- 1. In addition to the annual membership fee, the member that wishes to participate in a regular activity must pay the costs of its participation. The General Assembly may provide a payment per session – full rate and/or student rate - and a subscription feature. On proposal from the person in charge of the activity, he can also set different payment features.**
- 2. Is considered student, each person who follows day classes with a minimum of 20 hours per week. The person in charge of the activity requires proof of this status.**
- 3. The General Assembly shall fix the amount of the participation fee annually, on the basis of the budgetary perspectives. The General Assembly shall decide on the possible features that will be proposed to the members.**



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4. **With the exception of a number of activities that are listed by the General Assembly, the combination of subscriptions on multiple activities gives right to a discount.**
5. **The subscription is only valid for the future. Each non paid session, for which at least twopayment reminders were sent out, remains payable and this even after taking a subscription.**
6. **By way of exception, the General Assembly may grant a social rate to a member. A member in financial difficulties can request an exceptional discount for social reasons, directly to the General Assembly or through intervention of the person in charge of the activity. The General Assembly will take a decision on this matter on the basis of the submitted elements and will also determine the conditions attached to the discount, in particular its duration.**

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#### **ARTICLE 7 – MEMBERSHIP**

**The membership includes the following benefits:**

- **A personal accident insurance, closed by the association, for each accident that happened during activities organized by the association, in Belgium and abroad, according to the modalities of the insurer. The insurance policy can be consulted on the website of the association.**
- **A benefit rate for participation in some group activities.**
- **Discounts with our partners, according to the conditions that are listed on the website of the association.**

**Membership is personal. A membership card is made available within a reasonable time to the affiliated member so that he/she can prove its membership. The card is by name, individual and non-transferable. It remains the property of the association.**

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#### **ARTICLE 8 – PAYMENT**

1. **When a person applies to become a member, or takes out a year's subscription or participates in one or other activity he/she will be invited to pay the sum due. The payment must be made within 15 days by bank transfer to the association's bank account or in cash directly to the person in charge of the activity. Each invitation to pay will be accompanied by a structured communication which must be used when paying by bank transfer in order to trace the payment.**
2. **The Treasurer of the Board can decide to offset the debts and credits of a given member.**



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#### **ARTICLE 9 – FAILURE TO PAY**

- 1. Failure to pay will result in a reminder being sent every 15 days until the debt is settled.**
- 2. After the 3rd reminder has been paid, the Board may decide to authorise the person in charge of the activity to forbid the member from participating in the activity/ies until such time as the debt has been settled in full.**
- 3. The Board may undertake all necessary legal steps to recover the unpaid due sums. Financial investment into recovering the unpaid money should not be disproportionate with respect to the amount owing.**
- 4. The Board can also decide, unilaterally, to cancel or terminate a member's subscription without in any way prejudicing its right to pursue payment of the annual membership fee and any sessions in which the member participated.**

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#### **ARTICLE 10 – CANCELLATION AND TERMINATION AT THE REQUEST OF THE MEMBER**

- 1. The annual membership fee is not refundable**
- 2. The Board is the sole body competent to decide on the cancellation or reimbursement of the cost of participating in an activity.**
- 3. Any reimbursement will be based on the number of sessions in which the member participated.**
- 4. Registration for group events will be refunded according to the General Conditions of that particular event.**

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#### **ARTICLE 11 – SUSPENSION AND EXCLUSION**

- 1. The person in charge of an activity, a group event, a trainer or a member of the Board may temporarily suspend a member with immediate effect if he considers that that member is infringing the BGS statutes or regulations. The person responsible for the suspension must, where possible, collect witness statements from at least 2 members present at the time of the infringement**
- 2. The person responsible for the suspension must inform the Board by post or email within 48 hours of the suspension.**



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3. **The Board will then convene a meeting with the suspended member and the person responsible for the suspension. It will then decide whether to terminate the suspension or to extend it temporarily in accordance with the statute or request that the General Assembly to decide on whether the member should be excluded.**
4. **A suspended or excluded member will not be entitled to any reimbursement.**

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#### **ARTICLE 12 – INFORMATION AND RESPECT FOR PRIVATE LIFE**

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1. **When registering, the member will be required to provide certain personal information, which he will guarantee to be accurate and will keep updated when necessary.**
2. **A medical certificate (paid for by the member) may be required when participating in certain activities.**
3. **When registering the member may provide a photograph in paper or digital format. This photograph is for internal use only and the Association has no rights to this image.**
4. **The information provided when registering and stored in an electronic format are intended for internal use only and for use by the insurance company with which the Association has signed a contract. Only the member, those responsible for the activities or a group event and the Board have access to this information. All members can access their data via the intranet members site where they can update, request that they be corrected or deleted in accordance with the Law of 8 December 1992 regarding the protection of private life and treatment of personal information.**
5. **The Board will ensure all appropriate organisational and technical measures are taken to ensure that the information is protected.**



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## ARTICLE 13 – PICTURE RIGHTS

1. **During activities or events in which the Association participates, photos, videos and other electronic media representing members may be recorded so long as they are in the list below:**
  - **During a sporting or recreational event organised by the association.**
  - **During an activity or event in which the association or several members thereof participate for the following reasons:**
    - **Publication in a magazine, a publication, a prospectus or a newspaper;**
    - **Publication in an advertisement;**
    - **Publication in an online photo album with access restricted to members only;**
    - **Presentation in public during an exhibition;**
    - **Presentation in all electronic media used by the association and all media presenting the association.**
2. **Before using pictures, photos or videos where a member is identifiable written consent is requested from the member in question who is free to accept or refuse. This authorisation of limited duration may be retracted for future publications at any moment by the member without prior notice by sending an email to [info@bgs.org](mailto:info@bgs.org).**
3. **It is forbidden for financial compensation to be requested in exchange for publication. The association is not authorised to sell these pictures or the rights thereof. Without prior explicit agreement, the association forbids the naming of persons represented in published pictures.**



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### **III. PARTICIPATION IN BGS ACTIVITIES**

#### **ARTICLE 14 – MEMBERS’ OBLIGATIONS**

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- 1. While participating in BGS activities, members agree to:**
  - 📖 **Respect the BGS statutes and internal procedures as well as the internal procedures of the site where the activities are taking place and to refrain from attempting to infringe them.**
  - 📖 **Respect others as well as himself and refrain from any sort of discrimination based on gender, race or ethnicity, nationality or origin, sexual orientation, social origins, political opinions, age, disability or religion.**
  - 📖 **Respect the referees and trainers and accept their decisions without casting doubt over their integrity.**
  - 📖 **Take care of all materials made available to them.**
  - 📖 **Avoid all forms of animosity and aggression in act, word or in writing.**
  - 📖 **Respect the rules of fair play whatever the stakes.**
  - 📖 **Refuse to resort to illegal means, bad behaviour or cheating to win.**
  - 📖 **Show solidarity and self control.**
  
- 2. Members must behave in a responsible manner and not impeded on the smooth running of the activity (respecting the activity timetable, helping to set up and pack away equipment, respect for the trainer and his instructions, etc).**

#### **ARTICLE 15 – RESPONSIBILITY AND INSURANCE**

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- 1. The Association cannot be held responsible for any infringements to the current regulation committed by any of its members or third parties.**
- 2. The association is not responsible for the theft of, or wear and tear on personal effects even during sporting or recreational activities.**
- 3. Membership fees mean that all members are insured for all the associations activities according to the conditions set out by the insurance company. The insurance policy may be consulted on the association’s website.**
- 4. In the event of an accident during an activity, the member is required to notify the person responsible for the activity as soon as possible and to fill out the insurance declaration.**



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## **IV. INTERNAL ORGANISATION OF THE ASSOCIATION**

### **ARTICLE 16 – INTERNAL STRUCTURE AND WORKING OF THE ORGANISATION**

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**Involved in the organisation and working of the Association are:**

- The General Assembly;**
- The Board;**
- Persons in charge of the activities;**
- Persons in charge of group activities;**
- Trainers;**
- Volunteers.**

**All persons involved in the organisation of the Association are expected to adopt exemplary behaviour notably with regard to the statutes and regulations, and the targets of the association.**

### **ARTICLE 17 – THE PERSON IN CHARGE OF THE ACTIVITY**

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- 1. Board may delegate the practical organisation of a regular activity to the person who thereby becomes the person in charge of the activity on a voluntary basis. This person is directly responsible to the Board.**
- 2. The Board can dismiss the person in charge at any given moment. Such a decision will be submitted in writing to the person in charge and will be motivated. If the person in charge wishes to resign, his resignation should be addressed in writing to the Board. Unless otherwise agreed between the two parties, the dismissal and resignation will both have immediate effect. In the event of no or several candidates for the position of person in charge of an activity, the person in charge will be designated by the Board in consultation with the previous person in charge and/or the members registered for the activity.**
- 3. The organisation of the activity by the person in charges includes:**
  - The booking of the venue for the activity, the purchase and maintenance of the equipment, the contract with the Federations or Leagues to which the association belongs, the organisation of meetings, mini tournaments, etc.**
  - Being the contact point for members of the activity and welcoming new members.**
  - Collaboration with the trainer(s).**
  - Recording members' presences, accepting cash payments, updating the IT database and following up on outstanding debts.**
  - Managing and respecting the annual budget allocated by the Board.**



- Participating in meetings between the Board and persons in charge of activities.
  - Informing the Board of any problems or difficulties that he might be experiencing in performing his/her task.
4. The person in charge of an activity can impose rules that apply only to that activity to ensure the smooth operation of the activity while respecting the association's statutes and regulations.
  5. The person in charge may receive help from one or more members to perform regular duties.
  6. Without prior written agreement, the person in charge of an activity cannot commit the association financially, except within the allocated budget for equipment.
  7. The person in charge is required to use the central database to manage the presences, debts, trainers' compensation and to send emails.
  8. The person in charge of an activity will receive a free annual subscription for that activity.

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#### **ARTICLE 18 – THE PERSON IN CHARGE OF A GROUP EVENT**

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1. The person in charge of a group event is a member who organises a sporadic or one-of event with the aim of bringing together members outside of their normal activities such as the Brussels Games, the Butgenbach weekend, the annual BBQ or the Brussels Gay Ski Week, etc.
2. The person in charge of a group event is mandated by the Board. The mandate ends tacitly when the event is over. The Board can revoke the mandate given to the person in charge of a group event at any moment. The decision will be communicated to the person in charge in writing and will be motivated. Unless another agreement can be reached by the Board and the person in charge a group event, the revocation will take immediate effect.
3. The mission of the person in charge of a group event is determined by the Board depending on the event. The person in charge of a group event should respect the limits of his mission.



4. The person in charge of a group event can commit the Association financially within the limits of the mandate received from the Board. Prior written agreement must be obtained from the Board before exceeding the set budget particularly when committing to any action which might implicate the association.
5. For certain events, the person in charge of a group event may be assisted by one or more members.
6. The person in charge of a group event will use the database management system to encode the presences, debts, and trainers' compensation, to send mass emails and to register members for the given event in the specially adapted system.
7. The Board can grant certain privileges to the person in charge of a group event provided that are reasonable.

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#### **ARTICLE 19 – THE TRAINER**

1. The trainer teaches participating members the art of a given sport or recreation. The voluntary trainer is not required to pay the annual fee unless he wishes to become a member. The trainer will work with the person in charge of the activity to ensure the smooth running of the activity.
2. The person in charge of the activity must choose the trainer to comply with the budget constraints imposed by the Board. The Board and the person in charge of the activity can dismiss the trainer at any time (even mid season). In this event they must respect a thirty (30) day notice period except in the case of an emergency.  
The trainer can resign at any time (even mid season). In this event they must respect a thirty (30) day notice period except in the case of an emergency.  
The appointment and the dismissal must be done in writing.
3. The volunteer trainer will receive compensation for his services. He must ensure that the annual compensation does not exceed the legal amount. If the compensation does exceed the legal amount the association will be obliged to declare it to the relevant authorities.

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#### **ARTICLE 20 – VOLUNTEERS**

Volunteers are members or non-members who help the association from time to time without any form of compensation to help with the smooth running of the activities. The Board may grant certain privileges to volunteers in proportion to the support provided. Volunteers may not commit the association either financially or legally.