

# EAST SUTHERLAND DEER MANAGEMENT GROUP

## CONSTITUTION Appendix 1

This document has been compiled by:

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**Name**

The Group shall be called the "The East Sutherland Deer Management Group".

The area covered by the Group is that illustrated in the map appended (ESDMG Location Map). The boundary may be open to amendment should the Group so decide.

**Objectives**

The purpose of the Group is the collaborative management of the populations of all deer species in the Group's area at levels and in ways that will enable the achievement of sustainable land use objectives. This will include, at least, the following:

- To safeguard and promote deer welfare;
- To achieve a balance between the deer and their habitat, this balance being appropriate to delivery of individual objectives;
- To fulfill the sporting and venison production requirements as agreed in the Deer Management Plan;
- To allow for the effective delivery of other land use objectives and outputs.

The Group fully endorses the SNH Code of Practice on Deer Management which defines sustainable management in economic, environmental and social terms.

Membership of the Group will be open to all land owners, occupiers or managers with a significant deer management interest over land within the East Sutherland area.

The Group aims to be efficient and effective, while having a relatively informal character and seeking to operate on a consensus basis. Significant changes to its operation and associated arrangements will require the support of a two thirds majority of the Members.

The working of the Group will be guided by the following Principles of Collaboration, endorsed by the Association of Deer Management Groups (ADMG):

- We acknowledge what we have in common, namely a shared commitment to a sustainable and economically viable Scottish countryside;
- We make a commitment to work together to achieve that;
- We accept that we have a diversity of management objectives and respect each other's objectives;
- We undertake to communicate openly with all relevant parties;
- We commit to negotiate and, where necessary, compromise, in order to accommodate the reasonable land management requirements of neighbours;
- Where there are areas of disagreement we undertake to work together to resolve them.

### **Members Obligations**

Members agree to support the effective running of the Group by:

- Being represented at the Group's principal meetings and to participate in the related business of the Group;
- Supplying information required for the administration of the Group;
- Supplying information required for the writing and review of the Group Deer Management Plan and for other purposes of the Group;
- Paying an annual subscription to the Group at such rates as may be agreed;
- Advising the Group of any relevant changes to ownership or contact details or with land management practices in respect to their individual landholdings;
- Aspiring to carry out all deer management in line with all relevant industry standards and legislation;
- Following the agreed Deer Management Plan.

### **Composition and Voting arrangements**

Membership shall consist of one voting representative from each estate or other landholder in the Group's area; for this purpose, "estate" shall be interpreted as land managed as a single unit. Such representatives shall be nominated by the owner. An alternative may be nominated by the member to attend and vote at any meeting.

There will be a commitment to reaching Group decisions through consensus as opposed to taking a vote.

Where a vote is deemed to be required for Group business, each member of the Group (as defined above) shall have one vote. In the event of an

equality of votes, the Chairman of the meeting shall have a casting vote in addition to his/her own vote. All administrative decisions shall be by a majority of those present and voting and shall be binding on all members of the Group.

In the event that the Chairman is absent from any meeting, the Vice-Chairman shall take the Chair, whom failing such member as those present may elect for that meeting only shall preside.

A representative of:

Scottish Natural Heritage (SNH);

the Association of Deer Management Groups (ADMG), and  
others by invitation.

(and their successors) shall be invited to attend meetings of the Group but shall not have a vote. The Group may co-opt representatives of other interests or invite such to attend meetings of the Group; such representatives shall not have a vote.

### **Alterations to the Constitution**

Alterations to this Constitution shall be made only at a General Meeting of the members of the Group. The notice calling such a meeting shall state the alterations proposed. Such alterations shall only come into effect by a majority of two-thirds of those members of the Group present and voting.

### **Meetings**

The Group shall hold an Annual General Meeting, at which a receipts and payments account to 31<sup>st</sup> March each year and a budget for the forthcoming year shall be presented for approval by members. The account will be prepared by an Auditor appointed by the Group. The Group shall meet at such other times as the Chairman may determine.

The Group shall, at least once a year, hold an open meeting to which all concerned with the management of deer in the Group's area shall be invited. At such meetings all matters pertaining to the objective of the Group may be discussed, but all decisions shall be taken by the Group members as defined in Composition, above.

Notice of all meetings shall be given by the Secretary at least twenty-one days prior to a meeting. Such notice shall state the time and place of the meeting and list the business to be discussed.

The main deer management business of the Spring meeting will be to undertake a systematic review of the previous season and to indicate sporting/cull requirements for that coming season. This will include:

- An analysis of culls achieved against cull targets set at the previous meeting
- An analysis of remaining deer numbers, based on a census and such indirect monitoring as might be carried out by members
- A review of any current problems in the sub-area, based upon evidence gathered from monitoring procedures used by individual members. If necessary, these should be prioritized and a plan of action agreed upon.
- The setting of sporting requirements for the coming season.

Members will submit their cull data to the Group in advance of the Spring meeting in the format agreed by the Group.

The main deer management business of the Autumn meeting will be the agreeing of cull targets amongst the membership for the coming winter / spring, taking in to account the results of any recent information that might be relevant. Specifically, all information relating to habitat condition gathered during the previous season will be reviewed and, if applicable, target culls adjusted accordingly.

### **Administration**

The Office-Bearers shall consist of Chairman, Vice-Chairman (who shall both be members of the Group as defined above) and a Secretary who will also act as Treasurer. The Chairman shall be appointed bi-annually. The Vice-Chairman shall, at the first meeting of the Group, be appointed for one year and bi-annually thereafter. The Secretary/ Treasurer shall be appointed annually.

There is no restriction on the period of time that an office bearer may serve.

The Secretary shall be empowered to operate a Bank Account on behalf of the Group. All financial transactions will be made on this account. All withdrawals shall be countersigned by the Chairman or the Vice-Chairman.

Annual subscriptions are based on the deer cull in the preceding year, as reported to the Group Secretary. All subscriptions will be set at a rate sufficient to cover all operating expenses of the Group.

The rate will be agreed annually at the AGM.

There will be a minimum subscription rate.

Group policy is to retain approx one year's subscription to ADMG as a buffer in the bank account.

In the event of funds being left upon the winding up of the Group, the disbursement of these funds will be determined by the Members.

### **Dispute Resolution**

All Group members are encouraged to deal with disputes in the first instance with those parties concerned, be they other Group members, external parties or Government Agencies.

Failing that, the Chairman of the Group will seek to facilitate an agreement. This may involve the opportunity to air relevant issues at a meeting of the Group. A request to do this should be made in writing at least two weeks prior to any such meeting.

Any dispute involving the Group chairman will be considered by the vice-Chair of the Group.

All Group members are entitled to receive Group support in dealing with such issues.

East Sutherland DMG reserves the right to suspend the membership of any member if it is judged that they are working against the interests of the Group as a whole.

The views of ADMG or an independent expert agreed by the parties involved will be sought in any instances where disputes prove to be intractable. Such arbitration will be for guidance only and will still require a voluntary agreement.

### **Membership information, records and data**

Storage of agreed membership information will be the responsibility of the Secretary, such information to be used solely for the administration of the Group, and stored in accordance with the law.

The Group shall determine such deer management and related data as will be required to fulfill the objectives of the East Sutherland Deer Management Group. Such data will be collected by all Members and submitted to the Secretary for storage and analysis.