



**BRITISH  
NATIONAL  
PARTY**

**INDIVIDUAL MEMBERS’  
eBook copy of  
THE CONSTITUTION  
OF  
THE BRITISH NATIONAL PARTY**

14.4 Edition  
 (“14.4 edition”)

As amended on the  
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**British National Party Publications**

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# **THE 14.2 EDITION OF THE CONSTITUTION OF THE BRITISH NATIONAL PARTY\***

## **RECITALS**

[To be inserted ASAP]

## **OPERATIVE PART**

**NOW WE, THE MEMBERS, AGREE AS FOLLOWS:-**

### **PART A INTERPRETATION OF OUR CONSTITUTION**

#### **1 SECTION 1 DEFINITIONS AND OTHER MATTERS**

##### *Words and Phrases*

1.1 Words or phrases listed in Paragraph 1 of Schedule 1 (“Interpretation Rules”) of our Constitution shall have the same meaning in Part A, Part B and Part C of our Constitution and in each of the Schedules and in each of Annexes to our Constitution as is ascribed to each word or phrase in Paragraph 1 of Schedule 1 (“Interpretation Rules”) of our Constitution.

##### *Interpretation Rules*

1.2 The provisions of Paragraphs 2 to 10 of Schedule 1 (“Interpretation Rules”) of our Constitution shall apply to Part A, Part B and Part C of our Constitution and to each of the Schedules and in each of Annexes to our Constitution.

##### *Effect of Delegation on Interpretation*

1.3 Our Constitution provides that any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege, and so forth that our Constitution bestows upon the Chairman may be delegated in accordance with provisions of our Constitution by the Chairman to any person or any Office in our Party and such like and therefore during or for the period of such delegation our Constitution shall be read and construed as if the power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege and so forth so delegated is or had been bestowed upon such person or such Office in our Party or such like as if the same were named in our Constitution in the Chairman’s stead.

\* The 12.2 edition of our Constitution is the 12.1 Constitution which came into effect on 14 February 2010 as subsequently amended by Chairman by addenda

and then by reprint on or before 9 April 2010 and as first published on www.bnp.org.uk on such date. The 12.3 Constitution came into force on 15 July, 2011. The 14.1 version of the Constitution came into force on 23 February, 2014. The 14.2 version came into force on 19 July, 2014 following revisions by the then Chairman Nick Griffin and further revisions by the Acting Chairman Adam Walker.

### ***The Intention to Create Enforceable Obligations***

1.4 Our Constitution is intended to create enforceable obligations in accordance with its terms and conditions.

### ***Public Domain***

1.5 Our Constitution shall be and is in the public domain with effect from the 9 April 2010 so as to bind any person who, after such date, purports to contract with our Party or who purports to affix any Member of our Party in a representative capacity with personal liability for his or her alleged acts or omission or those of our Party or those of any of our other Members with actual or deemed knowledge of our Constitution's contents.

## **PART B THE MEMORANDUM OF OUR PARTY**

### **2 SECTION 2 NAME AND COMPOSITION OF OUR PARTY**

#### ***Our Party***

2.1 We, the Members, in exercise of our inherent freedom of association, freedom of thought, freedom of belief, freedom of opinion, freedom of conscience, freedom of expression, freedom of speech, freedom of assembly, freedom to hold private property and freedom of agreement, have come into association and are in association with each other to the extent created and or governed by our Constitution and to no further extent.

2.2 Our association is referred to in our Constitution as "our Party".

#### ***Our Party's Name***

2.3 The official name of our Party is "**THE BRITISH NATIONAL PARTY**" and we are also referred to by our other name, our common name, as "**The BNP.**"

#### ***Our Party's Members***

2.4 We, the members of our Party (“the Members”) are as follows:-

2.4.1 all Individual Members;

2.4.2 all British Homeland Branches and Groups;

2.4.3 all Overseas Branches and Groups;

2.4.4 the Advisory Council; and

2.4.5 the Individual Members’ Association.

2.5 For the avoidance of doubt the Individual Members’ Association, the Advisory Council and, whether British Homeland or Overseas, each Branch and each Group, is a distinct and separate association from that of our Party and only those of the same as are incorporated bodies are Members.

#### ***Our Party’s Units***

2.6 For the purposes of our Party’s Financial Scheme only, the Units of our Party as shall be registered under such Financial Scheme are as follows:-

2.6.1 Party Central;

2.6.2 all Party Regions; and

2.6.3 any such others as the Chairman shall agree with the Electoral Commission from time to time to be eligible for registration.

#### ***The British Shieldwall Foundation.***

2.7 Our Party is a member of the association known as The British Shieldwall Foundation along with The Founders’ Association and The Indigenous Forum.

2.8 For the avoidance of doubt each of the associations known respectively as the British Shieldwall Foundation, The Founders’ Association and The Indigenous Forum is a distinct and separate association from that of our Party.

### **3 SECTION 3 PURPOSES AND OBJECTIVES OF OUR PARTY**

#### ***Political Party***

3.1 Our Party shall, inter alia, act as a registered political party within the meaning of The Political Parties, Elections and Referendum Act 2000 (“the

PPERA”).

### *Statements of Principles*

3.2 The primary political objectives of our Party are set out as statements of principles in Clauses 3.2.1 to 3.2.12 below and are together referred to in our Constitution as the “Principles of our Party”.

3.2.1 Our Party is a party of **British Nationalism**, both ethnic and civic, and we are committed to the principle of national sovereignty in all our British Homeland affairs and of self determination and sovereignty in all Indigenous British affairs. We are pledged to the continued creation, fostering, maintenance and existence of a unity and of the integrity of the Indigenous British and of the government of the countries of England, Scotland and Wales and Northern Ireland, and of Eire which together, and as further expanded in Schedule 1 (“Interpretation Rules”), are referred to in this, our Constitution, as our “British Homeland”.

3.2.2 See Annex 3

3.2.3 We are pledged to stemming and reversing the immigration and migration of peoples into our British Homeland that has, without the express consent of the Indigenous British, taken place since 1948, and to restoring and maintaining, by legal changes, negotiation and consent, the Indigenous British as the overwhelming majority in the make up of the population of and expression of culture in each part of our British Homeland.

3.2.4 We are pledged to represent, advance and protect the collective national, environmental, political, racial, folkish, social, cultural, religious and economic interests of the Indigenous British and to the creation, fostering, maintenance and existence of permanent interests between the Indigenous British and the Civic British and between the Indigenous British and the Indigenous Peoples of Europe.



3.2.5 We assert as a permanent truth that the Indigenous British and the British Diaspora form a single brotherhood of peoples, and we are pledged therefore to adapt or create political, cultural, economic and military institutions with the aim of fostering the closest possible partnership between these peoples.

3.2.6 We are pledged to the maintenance of a private-enterprise economy operating within a broad framework of national economic policy. We are opposed to international monopoly capitalism and to *laissez-faire* free trade and to the free movement of labour, plant and capital across national borders. We assert as a permanent truth that social stability and contentment is best achieved by the many enjoying a personal stake in the assets and undertakings of their own nation. Accordingly, we believe that private property ownership, including where practicable in the means of production and distribution, should be encouraged and spread to as many members of the nation as possible. We recognise that finance exists to serve the nation and its industries, and not the other way around.

3.2.7 Whilst we respect the rights of individuals to hold and advance whatever political opinions they may have, we are implacably opposed to all totalitarianism, including Marxism in all its forms (including Communism, Leninism, Stalinism, Trotskyism, Maoism, political correctness and multiculturalism), to National Socialism in all its forms (including Fascism and Nazism) to liberal-capitalism, including its globalised form, to Islamism and to European Federalism; all of which undermine the standards of living, the human and ecological welfare, the freedoms, and the national identities of all.

3.2.8 We stand for a policy of armed neutrality in international and military affairs. We are pledged to ensure that the lives of British servicemen and women throughout the world, and of our civilian population, are not put at unnecessary risk by the involvement of British forces in international disputes or affairs in which vital British interests are not at stake.

3.2.9 We are pledged to the enactment of a Bill of British Civic Rights, establishing within the boundaries of our British Homeland the absolute right of all British subjects to effective freedom of speech, thought, privacy, assembly, association and worship.

3.2.10 We are opposed to the unfettered exercise of undemocratic power by the mass media and by vested interest groups. We are pledged to curb such power, its abuse and misuse by, among other measures, the enactment of a statutory right of reply and by the creation of effective deterrents in the form of harsh but fair penalties, both criminal and civil, for corruption in the discharge of public affairs or in the discharge of a public office.

3.2.11 We favour a devolved, democratic system in which civic decisions are made at the most local level of government or community possible. We are pledged to extend and rejuvenate democratic government by, among other methods, the use of citizens' initiative referenda, and by returning to the Westminster Parliament the powers that have been appropriated by the European Commission. We are therefore pledged to withdraw the UK from the European Union.

3.2.12 We steadfastly and irrevocably assert as a matter of legal fact and of law, both in domestic and international law, that the Indigenous British and each component part of the Indigenous British are a distinct nation and an ethnic group in their own respective right, that the Indigenous British are the indigenous peoples of our British Homeland, both of land and of state, and accordingly that the Indigenous British, as with all indigenous peoples of land or of state throughout the world, are entitled to enjoy to the full measure and without hindrance or inhibition all rights granted or recognised in domestic or international law as enjoyable by an indigenous peoples, by a nation or by an ethnic group, both individually and collectively, and in particular all such rights as are set out in the United Nations Declaration of the Rights of Indigenous Peoples 2006.

3.3 The adoption by our Party of any policy or of any changes in our Party's policies, (such as may be needed to adapt to changing circumstances), are permissible only in so far as they do not run contrary to any of the aforementioned principles.

## **PART C THE RULES OF OUR PARTY**

### **4 SECTION 4 INDIVIDUAL MEMBERSHIP OF OUR PARTY**

#### ***Admission to Individual Membership***

4.1 With effect from 12 March 2009 admission to our Party as an Individual Member is open to any individual who:-

4.1.1 pays in cleared funds the required Subscription;

4.1.2 is Indigenous British by descent or origin;

**or**

4.1.3 is of any other descent or origin;

**and in either case**

4.1.4 bona fide represents to our Party that he or she:-

4.1.4.1 is seeking admission to our Party as an Individual Member on his or her own account and not on the account of any other person;

4.1.4.2 has supplied a bona fide name and a bona fide address belonging to him or her to be his or her name and address for the purposes of membership of our Party;

4.1.4.3 agrees with and supports the Principles of our Party save as set out in Clause 4.67;

4.1.4.4 agrees with or does not disagree with the proposition that each of the Nationalist Statements are in all material respects true and accurate;

4.1.4.5 is not and has not, nor to the best of his or her knowledge, information and belief has any a member of his or her Immediate Family, at any time in the last five years, been a member of a Proscribed Organisation;

4.1.4.6 is not a member of another political party registered under the PPERA with the Electoral Commission;

4.1.4.7 is over the age of 16;

4.1.4.8 is in residency legally in our British Homeland or is in residency legally in any other country elsewhere in the world;

4.1.5 agrees that he or she is bound by the burden of the terms and conditions of our Constitution but without the benefit thereof with effect from the date of his or her application for admission as if he or she were a signatory to our Constitution and on the basis that with effect from such date he or she is a party to our Constitution;

4.1.6 submits the relevant application form, electronic or paper, for admission as an Individual Member in the form required by the Chairman from time to time; and

4.1.7 whose application for admission as an Individual Member is accepted by the Chairman, who in giving such acceptance shall be deemed to do so on behalf of our Party and on behalf of each and every Member as at that date of such acceptance.

4.2 The word “represents” in Clause 4.1.4 means to make statements, representations, as an inducement to the admittance of the maker to our Party as a party to our Constitution or as an Individual Member as applicable.

4.3 The phrase “to the best of his or her knowledge, information and belief” in Clause 4.1.4.5 means without having made any enquiry of the members of his or her Immediate Family.

4.4 An individual who makes an application, by any permitted means, to be admitted to membership of our Party as an Individual Member shall be deemed to represent in the terms set out in Clauses 4.1.4.1 to 4.1.4.8, (“the Representations”), and to make each of such Representation as distinct and separate representation, to our Party and to each and every Member of our Party as at the date of the submission of such application and again as at the date of admittance to membership of our Party as an Individual Member.

4.5 Each Individual Member admitted after the date of the adoption of the 12.1 edition of our Constitution acknowledges to our Party and to each and every Member of our Party as at the date of admittance to membership that his or her admittance to membership of our Party and the acceptance of his or her application was made in reliance upon the Individual Member’s Representations.

4.6 An Individual Member’s Representations and an Individual Member’s application form submitted pursuant to Clause 4.1.6 are the basis of the agreement that is our Constitution and as made between that Individual Member and each of the other Individual Members of our Party.

4.7 In consideration of an individual’s agreement to be bound by the burden of our Constitution in accordance with the provisions of Clause 4.1.5, the individual in question submitting an application for admission to membership of our Party as an Individual Member in a required form pursuant to Clause 4.1.6 and the payment by the individual in question of the required Subscription pursuant to Clause 4.1.1 our Party agrees to consider that individual’s application for membership of our Party as an Individual Member.

4.8 The Chairman may prior to the admission of an individual who has complied with Clauses 4.1.1, 4.1.5 and 4.1.6 to membership of our Party as an Individual Member provided the Chairman is in receipt of an application for the grant of a waiver contemporaneously with the receipt of that individual’s application form under Clause 4.1.6, if the Chairman thinks it is in the interests of our Party and at his or her sole discretion, waive the requirement upon an individual to give the Representation set out in:-

4.8.1 Clause 4.1.4.5 (“Proscribed Organisations”) in respect of a Proscribed Organisation and a named individual;

4.8.2 Clause 4.1.4.6 (“Other Political Party”) in respect of a particular political party;

4.8.3 Clause 4.1.4.3 (“Principles of our Party”) in respect of a particular Principle of our Party in part only; or

4.8.4 Clause 4.1.4.4 (“Nationalist Statements”) in respect of a particular statement in full or in part.

4.9 The Chairman shall be entitled prior to the admission of an individual who has complied with Clauses 4.1.1, 4.1.4 and 4.1.6 to membership of our Party as an Individual Member provided the Chairman is in receipt of an application for the grant of a waiver contemporaneously with the receipt of that individual’s application form under Clause 4.1.6, if the Chairman thinks it is in the interests of the individual and of our Party and at his or her sole discretion, to exempt such individual from the requirement to give the Representation set out in Clause 4.1.4.2 (“Bona Fide Name and Address”).

### ***Refusal of Admission***

4.10 The Chairman may at his or her sole discretion and without giving any reason therefore refuse the admission of any individual to membership of our Party as an Individual Member if he or she considers such refusal to be in the interest of our Party.

4.11 Examples of when the Chairman would consider the refusal of admission of an individual as an Individual Member to be in the interests of our Party include but are not limited to circumstances where in the judgment of the Chairman that individual’s conduct, declared opinions or stated purposes for seeking admission is not compatible with:-

4.11.1 his or her Representations;

4.11.2 the Conditions of Membership;

4.11.3 the Principles of our Party;

4.11.4 the Nationalist Statements;

4.11.5 the health and safety of any of the Individual Members of our Party; or

4.11.6 membership of our Party as an Individual Member generally.

4.12 Any Subscription paid pursuant to Clause 4.1.1 is non refundable and a refusal of admission to membership as an Individual Member made under Clause 4.10 may be made without any obligation on our Party to refund any monies paid in respect of such Subscription.

4.13 The processing of an individual's application for admission as an Individual Member may be suspended by the Chairman for such period of time as he or she shall require in order to make such enquiries as the Chairman deems necessary to determine whether or not to exercise his or her discretion under Clause 4.10.

4.14 Our Party's Disputes Procedures shall not apply to an individual whose application is refused.

#### ***Evidence and Effect of Admission to Individual Membership***

4.15 The allocation of a membership number from our Party's register of Individual Members to an individual shall be conclusive evidence of the individual's admission to membership of our Party as an Individual Member.

4.16 Upon admission to membership as an Individual Member an individual shall be entitled to enjoy, subject to the burden of our Constitution, those rights, goods, benefits, services and facilities as are enjoyable by each and every Individual Member by virtue of being an Individual Member.

#### ***Conditions for Membership***

4.17 Upon admission as an Individual Member, an individual's continued membership of our Party as an Individual Member is, without prejudice to any other provision of our Constitution, conditional upon the Individual Member satisfying and continuing to satisfy at all times the "Conditions of Membership".

4.18 The "Conditions of Membership" in Clause 4.17 are that the Individual Member in question:-

4.18.1 is Indigenous British by descent or origin or is of any other descent or origin;

4.18.2 is a Member of our Party as an Individual Member on his or her own account and not on the account of any other person and provided that such Individual Member shall not act at any time in relation to or with our Party or to

or with any part of our Party or any Member on behalf of or at the behest of or for the benefit of any other person;

4.18.3 is using a bona fide name and a bona fide address belonging to him or her as his or her name and address for the purposes of membership of our Party;

4.18.4 bona fide agrees with and supports the Principles of our Party save as set out in Clause 4.67;

4.18.5 bona fide agrees with or does not disagree with the proposition that each of the Nationalist Statements are in all material respects true and accurate;

4.18.6 is not a member of a Proscribed Organisation;

4.18.7 is not a member of another political party registered under the PPERA with the Electoral Commission;

4.18.8 is over the age of 16; and

4.18.9 is in residency legally in our British Homeland or is in residency legally in any other country elsewhere in the world.

4.19 Subject to Clause 4.20, the Chairman may after the admission of an individual to membership of our Party as an Individual Member and provided the Chairman is in receipt of an application for the grant of a waiver, if the Chairman thinks it is in the interests of our Party and at his or her sole discretion, waive the requirement upon an individual to comply with the Conditions of Membership (and thereby release the individual from his or her corresponding Representation) in respect of the Conditions of Membership set out in:-

4.19.1 Clause 4.18.6 (“Proscribed Organisations”);

4.19.2 Clause 4.18.7 (“Other Political Party”) in respect of a political party.

4.19.3 Clause 4.18.4 (“Principles of our Party”) in respect of a particular Principle of our Party in part only; or

4.19.4 Clause 4.18.5 (“Nationalist Statements”) in respect of a particular statement in full or in part.

4.20 The Chairman shall not be entitled to grant and may not grant any waiver under Clause 4.19 unless an Individual Member’s application for such waiver is made within 2 calendar months of that Individual Member’s date of admission to

membership of our Party.

### ***Bound by our Constitution***

4.21 Without prejudice to any other Clause of our Constitution each and every Member of our Party is a party to our Constitution and is bound by the terms and conditions of our Constitution as if he or she were a signatory to our Constitution.

4.22 Any party to our Constitution who is not a Member of our Party but subject to the burden of our Constitution agrees with our Party to act at all times on his or her own account and not on the account of any other person and such party agrees not act at any time in relation to or with our Party or to or with any part of our Party or any Member on behalf of or at the behest of or for the benefit of any other person and for the purposes of this Clause 4.22 and Clause 4.18.2 “benefit” means any form of benefit and irrespective of whether such benefit is for the commercial gain or profit of either the Individual Member or party in question or for any other person.

4.23 If the Chairman is of the opinion that it is in the legal interests of our Party, any party to our Constitution, including without limitation an Individual Member, shall, if requested to do so in writing by the Chairman forthwith do all such acts and things and sign or execute and deliver such documents as the Chairman shall require so as to give full effect to the provisions of Clause 4.21.

4.24 In the event that an Individual Member who becomes subject to Clause 4.23 fails to comply with the provisions of Clause 4.23 within a timescale prescribed by our Chairman his or her admission to membership of our Party shall be void ab initio.

4.25 For the avoidance of doubt each Member and each party to our Constitution is bound by our Constitution as amended or replaced from time to time.

### ***Probationary Members.***

4.26 Each Individual Member shall be a Probationary Member for 24 calendar months from the date of his or her actual admission to membership of our Party as an Individual Member.

4.27 A Probationary Member is an Individual Member who may have his or her membership of our Party terminated at the sole discretion of the Chairman.

4.28 A Probationary Member’s membership of our Party shall terminate



forthwith upon receipt by that Member of a written notice to that effect signed by or on behalf of the Chairman.

4.29 Examples of the circumstances when the Chairman would consider terminating the membership of our Party of any Probationary Member include but are not limited to circumstances:-

4.29.1 when the Chairman would consider refusal to admission to membership of our Party under Clause 4.10 (“Refusal of Admission”);

4.29.2 as would warrant the suspension or expulsion of the Individual Member under Section 9 (“our Party’s Disciplinary Procedures”); or

4.29.3 where under Clauses 4.48 (“Duty to Resign”) the Individual Member would or would be deemed to be under a duty to resign.

4.30 A termination of membership of our Party under Clause 4.27 may be made without any obligation to refund any Subscription paid.

4.31 The membership of our Party of a Probationary Member may be suspended by the Chairman for such period of time as he or she shall require in order to make such enquiries as the Chairman deems necessary to determine whether or not to exercise his or her discretion under Clause 4.27.

4.32 Our Party’s Disputes Procedures shall not apply to the termination by the Chairman of the membership of our Party of any Probationary Member.

### ***Continuous Membership***

4.33 “Continuous Membership” means an aggregate consecutive period of uninterrupted membership of our Party as an Individual Member.

4.34 Save as in the case of a suspension of a Probationary Member under Clause 4.31 and save as provided elsewhere in our Constitution a period of suspension of the membership of our Party of an Individual Member is a period of interrupted membership for the purposes of calculating an Individual Member’s Continuous Membership.

### ***Suspension for Non Payment of Subscription***

4.35 In the event that any Subscription due from an individual as an Individual Member is not paid on its due date for payment the membership of our Party of that individual as an Individual Member shall be immediately and automatically suspended, the individual concerned shall be treated for all purposes under our Constitution as if that individual were not an Individual Member and without

prejudice to the forgoing and without notice the individual shall cease to be able to enjoy any of the rights, benefits, goods, services or facilities that are associated with or derived from or depend upon membership as an Individual Member of our Party howsoever arising and of whatsoever nature.

4.36 An Individual Member whose membership of our Party has been suspended for non payment of a Subscription due under Clause 4.35 may have such suspension lifted automatically if fewer than three calendar months have passed since the Subscription's due date for payment by the payment of the Subscription due.

4.37 Any suspension of the membership of our Party of an Individual Member under Clause 4.35 which has been lifted pursuant to Clause 4.36 shall be disregarded in the calculation of an Individual Member's Continuous Membership and the period of such lifted suspension shall count towards an Individual Member's Continuous Membership of our Party.

4.38 Subject to Clause 4.39 an individual whose membership of our Party as an Individual Member was terminated by reason of non payment of a required Subscription or by reason of resignation prior to the date of the adoption of the 12.1 edition of our Constitution shall be entitled to have his or her membership of our Party as an Individual Member restored as if such termination or resignation had not taken place (other than in respect of his or her old membership number) if within six calendar months of 9 April 2010 he or she pays the Subscription due and all subsequent Subscriptions that would have been due from that individual but for the termination or resignation of his or her membership up to and including the date of restoration of his or her membership of our Party as an Individual Member or such other sum as the Chairman shall determine from time to time.

4.39 The Chairman may at his or her sole discretion and without giving any reason therefore refuse the restoration of the membership of an individual under Clause 4.38 if he or she considers refusal to be in the interests of our Party.

4.40 Examples of when the Chairman would consider the refusal of restoration of the membership of an individual to membership of our Party as an Individual Member to be in the interests of our Party include but are not limited to the circumstances when the Chairman would consider refusal to admission to membership of our Party of any individual as an Individual Member to be in the interests of our Party under Clause 4.10.

#### ***Suspension under our Party's Disputes Procedures.***

4.41 Only a period of suspension of membership of our Party imposed upon an

Individual Member pursuant to our Party's Disputes Procedures that is three months or less in length shall be disregarded in the calculation of an Individual Member's Continuous Membership and a period of such imposed suspension of more than three months in length shall be regarded as a break in the continuity of membership for the purposes of determining an Individual Member's Continuous Membership.

4.42 The Chairman at his or her sole discretion may waive the application of Clause 4.41 to any Individual Member.

***Suspension During Application for Waiver.***

4.43 If an Individual Member makes an application to the Chairman for a waiver under:-

4.43.1 Clause 4.19 ("within two months of admission to membership"); or

4.43.2 Clause 4.53 ("duty to resign");

the membership of our Party of that individual as an Individual Member shall be immediately and automatically suspended, the individual concerned shall be treated for all purposes under our Constitution as if that individual were not an Individual Member and without prejudice to the forgoing and without notice the individual shall cease to be able to enjoy any of the privileges, rights, benefits, goods, services or facilities that are associated with or derived from or depend upon membership as an Individual Member of our Party howsoever arising and of whatsoever nature.

4.44 Any suspension of the membership of our Party of an Individual Member under Clause 4.43 shall be automatically lifted in the event that the applied for waiver is granted.

4.45 Any period of suspension of the membership of our Party of an Individual Member under Clause 4.43 which has been lifted pursuant to Clause 4.44 shall not be taken in to account in the calculation of an Individual Member's Continuous Membership and the period of such lifted suspension shall count as a period of interrupted membership in the calculation of an Individual Member's Continuous Membership of our Party.

4.46 The Chairman at his or her sole discretion may waive the application of Clause 4.45 to any Individual Member.

***Resignation From and Termination of Membership***

4.47 An individual's membership of our Party as an Individual Member unless brought to an end pursuant to any other provision of this Constitution, shall continue until such membership of our Party is brought to an end by:-

4.47.1 an Individual Member submitting his or her resignation as an Individual Member under this Clause 4.47.1 in writing to the Chairman, when upon receipt by the Chairman such resignation shall take immediate effect;

4.47.2 an Individual Member making a verbal announcement of his or her resignation as an Individual Member in the presence of an Official of our Party and in the presence of witnesses whereupon such resignation shall take immediate effect;

4.47.3 an Individual Member resigning by default by reason that a Subscription payable by Individual Member is not paid within three calendar months of its due date for payment, whereupon such resignation by default shall take place forthwith upon the expiry of such three calendar month period; or

4.47.4 an Individual Member's application for the grant of a waiver under Clause 4.19 ("within two months of admission to membership"); or Clause 4.53 ("duty to resign") being declined, whereupon such resignation shall take effect on the date such waiver is declined.

### ***Duty to Resign***

4.48 Any Individual Member who subsequent to his or her admission to membership of our Party becomes aware that he or she breaches his or her Conditions of Membership of our Party or any other term or condition of our Constitution shall become under a duty to tender forthwith in writing his or her resignation as an Individual Member, specifying the duty to resign has arisen and specifying the breach, in writing to the Chairman.

4.49 An Individual Member who shall become under a duty to resign under Clause 4.48 but who fails to forthwith tender his or her resignation shall for all purpose be deemed to have resigned as an Individual Member on the day upon which the duty to resign arose.

4.50 Without prejudice to the generality of Clause 4.49, an Individual Member shall be deemed to have become aware for the purposes of Clause 4.49 on the first date upon which an Individual Member acting reasonable would or ought to have become aware that a duty to tender one's resignation had arisen.

4.51 Without prejudice to the generality of Clause 4.50, an Individual Member acting reasonably would or ought to have become aware of any change to our

Constitution within seven days of the publication of notice of that change by any means permissible under our Constitution.

4.52 Any resignation submitted in writing in accordance with Clause 4.48 shall be deemed to have been accepted on and take effect from the date upon the Chairman gives notice to that Individual Member of acceptance of his or her resignation.

4.53 The Chairman may provided he or she is in receipt of an application for the grant of a waiver contemporaneously with the receipt of notice of resignation given under Clause 4.48 (“duty to resign”), if the Chairman thinks it is in the interests of our Party and at his or her sole discretion, waive the requirement upon an Individual Member to comply with the Conditions of Membership set out in:-

4.53.1 Clause 4.18.6 (“Proscribed Organisations”) in respect of a Proscribed Organisation;

4.53.2 Clause 4.18.7 (“Other Political Party”) in respect of a political party.

4.53.3 in the case of a non Voting Member only, Clause 4.18.4 (“Principles of our Party”) in respect of a particular change to the Principle of our Party that took place after the date of admission of the Individual Member to membership of our Party in whole or in part; or

4.53.4 in the case of a non Voting Member only, Clause 4.18.5 (“Nationalist Statements”) in respect of a particular added statement that was added after the date of admission of the Individual Member to membership of our Party in full or in part.

#### ***Duty to Revoke***

4.54 An Individual Member who shall have made and registered or is deemed to have made and registered a Statement of Adherence pursuant to Clauses 16.11 to 16.15, stating that the Individual Member bona fide agrees with and supports the Principles of our Party and bona fide agrees with the proposition of that each of the Nationalist Statements are true and accurate in all material respects, may at any time in accordance with and subject to Clause 4.55 revoke such Statement of Adherence by notice in writing to the Chairman.

4.55 An Individual Member who no longer satisfies the Adherence Criteria as out in Clause 16.11, meaning the Individual Member no longer bona fide agrees with and supports the Principles of our Party or no longer bona fide agrees with the proposition of that each of the Nationalist Statements are true and accurate in

all material respects by reason of a change in the Principles of our Party or by reason of an addition to the Nationalist Statements that took place after the date of his or her Statement of Adherence shall be under a duty to revoke forthwith in writing such Statement of Adherence by notice in writing to the Chairman and upon acceptance by the Chairman of such revocation the Individual Member shall for all purposes cease forthwith to satisfy the Adherence Criteria.

4.56 An Individual Member who made and registered a Statement of Adherence who did not at the time he or she made his or her Statement of Adherence satisfy the conditions for making such Statement of Adherence, being that he or she bona fide agrees with the Principles of our Party and bona fide agrees with the proposition that each of the Nationalist Statements are true and accurate in all material respects, as applicable at the date of his or her Statement of Adherence; or an Individual Member who made and registered or is deemed pursuant to Clause 16.15 to have made and registered a Statement of Adherence but who becomes subsequently aware that he or she no longer satisfies the conditions for having made the same as applied at the date of his or her actual or deemed Statement of Adherence shall become under a duty to resign within the meaning of Clause 4.48.

4.57 Clauses 4.49 to 4.52 shall apply to the duty to revoke in like manner as such Clauses apply to the duty to resign as if the references to Clauses 4.48 therein were a reference to Clause 4.55, the reference to duty to resign therein were a reference to the duty to revoke, and any reference to resignation therein were a reference to revocation.

4.58 The Chairman may provided he or she is in receipt of an application for the grant of a waiver contemporaneously with the receipt of notice given under Clause 4.55 (“duty to revoke”), if the Chairman thinks it is in the interests of our Party and at his or her sole discretion, waive the requirement upon an Individual Member who is not a Voting Member to comply with the Adherence Criteria in full in respect of any changes in the Principles of our Party or to the Nationalist Statements after the date of that Individual Member’s Statement of Adherence, actual or deemed, in connection with :-

4.58.1 a Principles of our Party in respect of a particular change to the Principle of our Party in full or in part; or

4.58.2 a Nationalist Statement in respect of a particular added statement in full or in part.

4.59 In the event that a waiver is granted to an Individual Member under Clause 4.58 that Individual Member shall be deemed to once again satisfy the Adherence Criteria but with the benefit of a waiver with effect from the date of

the grant of such waiver.

***What is Not a Breach.***

4.60 For the avoidance of doubt none of the following constitute a failure to satisfy or a failure to continue to satisfy the Conditions of Membership or the Adherence Criteria of an Individual Member:-

4.60.1 personality clashes;

4.60.2 policy disagreements or disputes; or

4.60.3 trivial, minor, de minimis, irrelevant, insignificant or inconsequential disagreements or disputes concerning the interpretation or the meaning of any of the Principles of our Party or of any of the Nationalist Statements.

***Void Admissions***

4.61 An individual who at the date of his or her application to admission to membership of our Party as Individual Member did not satisfy the Conditions of Membership or an individual who obtained admission by the making of Representations that were at the time of their making not bona fide made or negligently or fraudulently made, whether in whole or in part, or an individual who by reason of misrepresentation or by reason of acting in bad faith obtained a waiver in whole or in part from the making or the giving of any such Representations or from any of the Conditions of Membership is and was not entitled to be a Individual Member and the admission of such individual to membership of our Party as an Individual Member shall be void ab initio.

4.62 For the purpose of Clause 4.61 any Individual Member who was a Member of our Party on 18 October 2009 shall be deemed to have satisfied the Conditions of Membership as at 9 April 2010.

4.63 For the avoidance of doubt the provisions of Clause 4.61 shall not apply in relation to an Individual's Representation or his or her Conditions of Membership respect of any matter to which such individual obtained a waiver pursuant to our Constitution.

4.64 An individual whose admission to our Party as an Individual Member is void ab initio pursuant to Clause 4.61 is not entitled to the refund of any Subscription paid.

***Effect of Termination or Voiding of Membership***

4.65 The termination of an individual's membership of our Party howsoever arising, including membership which is void ab initio, shall terminate that individual's entitlement to the benefit of our Constitution but the individual in question shall continue to be subject to the burden of our Constitution other than in respect of the payment of any Subscription in the form of such burden as set out in our Constitution on the date of termination, which date in the case of a membership void ab initio shall be the date upon which the individual in question acknowledges that his or her membership was so void or if earlier as at the date upon which the Chairman or any Senior Official of our Party with delegated power there for gives notice in writing to such individual that our Party acknowledges that the individual's membership of our Party was void ab initio; and the individual in question shall remain so bound unless and until the provisions of Clause 4.66 shall apply.

4.66 An individual who is not or is no longer an Individual Member of our Party shall cease to be subject to the burden of our Constitution as follows:-

4.66.1 in the case of an individual whose application to be an Individual Member of our Party is declined then on the second anniversary of the date upon which his or her application was declined;

4.66.2 in the case of an individual whose membership of our Party as an Individual Member was void ab initio then on the second anniversary of the date upon which such individual acknowledged in writing to the Chairman that his or her membership of our Party was and is void ab initio or if earlier the second anniversary of the date upon which the Chairman or any Senior Official of our Party with delegated power therefor gave notice in writing to such individual that our Party acknowledges that such individual's membership of our Party was void ab initio;

4.66.3 in every other case on the second anniversary of the date upon which such individual ceased for whatsoever reason to be an Individual Member of our Party; or

in all cases if earlier on the date upon which the Chairman grants such individual a release.

***Temporary Amendment to Clauses 4.1.4.3 and 4.18.4***

4.67 Subject to Clause 4.68 the provisions of Clause 4.1.4.3 and of Clause 4.18.4 respectively shall be read and construed in respect of an applicant to membership of our Party or in respect of an Individual Member as if :-

4.67.1 in respect of the 3.2.1 Principle of our Party the words :- "of the



Indigenous British and” were deleted from the sentence :- “We are pledged to the continued creation, fostering, maintenance and existence of a unity and of the integrity of the Indigenous British and of the government of the countries of England, Scotland and Wales and Northern Ireland, and of Eire which together, and as further expanded in Schedule 1 (“Interpretation Rules”), are referred to in this, our Constitution, as our “British Homeland”;

4.67.2 in respect of the text of the proposed 3.2.2 Principle of our Party as set out in Annex 3, if restored as a Principle of our Party prior to the date Clause 4.68 shall become operative, as if the text had not been so restored; and

4.67.3 in respect of the 3.2.3 Principle of our Party the words: - “We are pledged to stemming and reversing the immigration and migration of peoples into our British Homeland that has, without the express consent of the Indigenous British, taken place since 1948, and to restoring and maintaining, by legal changes, negotiation and consent, the Indigenous British as the overwhelming majority in the make up of the population of and expression of culture in each part of our British Homeland,” were deleted.

4.68 Clause 4.67 shall cease to apply with immediate effect and shall be deemed automatically deleted from our Constitution from the date upon which an order is obtained by any person from any superior court in any competent jurisdiction that directly or indirectly overturns or repeals or strikes down or declares void, invalid, or illegal, for whatever reason, the Central London County Court order of HHJ Collins dated 12 March 2010 (Claim No. 9CL06916) or if earlier from the date upon which the said order of HHJ Collins shall cease for any other reason to be operative; and whereupon Clauses 4.1.4.3 and Clause 4.18.4 shall come immediately into full force and effect, and binding on all parties to our Constitution as if the words “save as set out in Clause 4.67” were deleted from such Clauses.

## **5 SECTION 5 OTHER CONSTITUTIONAL MATTERS**

### ***Duty of Good Faith***

5.1 Every party to our Constitution owes and agrees to owe a duty of good faith to our Party and to each Association Member of our Party.

5.2 “Duty of good faith” in our Constitution means a duty to act without recklessly, or wilfully or knowingly seeking to cause or causing any harm or damage of whatsoever nature and which is likely to result or does result in our Party; any Association Member, any Individual Member acting in a representative capacity whether of our Party or of any Association Member, any person acting as trustee under or pursuant to the terms of our Constitution, the

Chairman, any other Officer of our Party or any other Official of our Party incurring or becoming liable to incur or being subjected to or becoming liable to be subjected to any losses (including without limitation consequential or economic loss), demands, proceedings (legal or regulatory), expenses, damages, penalties, costs, compensation claims, fees, fines or similar.

### ***Duty to Co-operate***

5.3 Every party to our Constitution owes and agrees to owe a duty of co-operation to our Party.

5.4 “Duty of co-operation” in our Constitution means a duty to:-

5.4.1 co-operate with and to do so fully, frankly and honestly in any investigations or decision making process undertaken pursuant to or under our Constitution that is commenced at the request of such party or which directly or indirectly involves such party; and

5.4.2 provide without undue delay all documents or information that may be reasonable required in relation to any investigation or decision making process referred to in Clause 5.4.1 including without limitation such documents and information that may be reasonably required in relation to determining whether or not to exercise at the request of such party or for the benefit of such party any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege and so forth that arises under our Constitution.

### ***No Associates***

5.5 Our Party does not have and shall not have any associates; meaning individuals who by reason of being a member of another association have the right to enjoy any of the rights associated with membership of our Party as an Individual Member.

### ***Individual Membership Subscriptions***

5.6 The Chairman has the sole right to determine the Subscription payable by Individual Members of our Party, subject to the provision that any change to a Subscription rate determined during any year shall not take effect until the 1<sup>st</sup> January of the following year.

5.7 The Chairman at his or her sole discretion may create and offer different Subscription rates to the Individual Members but no class constitutional rights specific to any type of Subscription shall be thereby created.

5.8 For the avoidance of doubt any Individual Member who pays the Life Member Subscription is not exempt from any term or provision that applies to an Individual Member other than the obligation to pay the required annual Subscription.

### ***Duty to Indemnify***

5.9 A person who is a party to our Constitution, including without limitation any applicant to admission to membership of our Party as an Individual Member, any Individual Member, and any associate of an Association Member, shall on demand indemnify and keep indemnified and hold harmless each of our Party; any Association Member, any Individual Member acting in a representative capacity whether of our Party or of any Association Member, any person acting as trustee under or pursuant to the terms of our Constitution, the Chairman, any other Officer of our Party and any other Official of our Party against all losses (including without limitation consequential or economic loss), demands, proceedings, expenses, damages, penalties, costs, compensation claims, fees, fines or similar that any of them may incur or is likely to incur, directly or indirectly, in connection with or arising out of :-

5.9.1 the party to our Constitution making a Representation that at the time of its making was not bona fide made or was a fraudulent or negligent misrepresentation in whole or in part;

5.9.2 the membership of the individual of our Party being void ab initio;

5.9.3 a breach by the party to our Constitution of his or her duty of good faith or duty to co-operate; or

5.9.4 any other breach or non observance by the party to our Constitution of any other obligation upon that party or of any other term or condition of our Constitution (including without limitation this Clause 5.9).

5.10 A party to our Constitution shall not be in breach of our Constitution in relation to a breach that is remedial if the party in question shall receive a notice in writing of that party's breach from the Chairman or other Officer of our Party with delegated powers for the same specifying the breach and requiring the breach to be remedied by that party within a time period that shall not be less than 30 days in duration from the date of the notice and the breach is so remedied within such time period.

5.11 No right of action or claim shall lay or be laid against an Individual Member or any party to our Constitution in relation to or arising out of or in connection with our Constitution including without limitation any breach or non

observance of the obligations upon that Individual Member or party to our Constitution under our Constitution or of any other of the terms or conditions of our Constitution by any other Individual Member or by any other party to our Constitution, in any capacity whatsoever, without the prior written consent of the Chairman.

5.12 Without prejudice to Clause 5.11 no party to our Constitution, no Member of our Party, no Official of our Party (other than the Chairman) and no person acting as trustee under or pursuant to the terms of our Constitution shall be eligible or entitled to enforce the terms and conditions of our Constitution or bring a claim for breach of the terms and conditions of our Constitution whether in a representative capacity or not without the prior written consent of the Chairman.

5.13 In the calculation of the amount of the liability of any party to our Constitution under Clause 5.9 any indemnity that any Individual Member acting in a representative capacity whether of our Party or of any Association Member, any person acting as trustee under or pursuant to the terms of our Constitution, the Chairman or any other Official of our Party is or shall be entitled to pursuant to Section 6 of our Constitution or is otherwise afforded by the Chairman pursuant to Section 6 of our Constitution shall be disregarded and shall not taken into account in calculating that party's liability under Clause 5.9.

5.14 For the avoidance of doubt in determining whether our Party or an Association Member has suffered any losses and so forth as set out in Clause 5.9 it is immaterial whether or not the actual harm or damage or resultant losses and so forth was intended to be or was actually endured by the whole of our Party or by any part or Member of our Party or evenly or unevenly in respect of the same.

#### ***No Proprietary Interest***

5.15 Immediately upon the adoption of the 12.1 edition of our Constitution the entire assets of or used by our Party shall be held, used and disposed of in the manner set out in our Constitution or in the manner set out in any agreement between our Party and the holders of the legal interest in the same or in any declaration of trust relating to the same.

5.16 Save as otherwise expressly provided in our Constitution, on the adoption of the 12.1 edition of our Constitution all property, rights or interests in any fixed asset, tangible or intangible, held on behalf of our Party as at that date, including but without limitation all goodwill and all intellectual property, in particular all trademarks, names, internet domain names, database rights, logos, and copyright, and all subsequent accumulations or additions thereto after the

date of adoption of the 12.1 edition of our Constitution, acquired, whether by purchase or otherwise; on account of our Party or for the purposes of our Party and in the course of the conduct of our Party's purposes shall be held on trust for the Founders' Association, but, subject and in accordance to any agreement relating to the same, shall be applied for the purposes of our Party. All current assets including all cash balances and cash in hand forming the local and central of our Party shall be held on trust on behalf of the Members subject to our Constitution.

5.17 A Member who ceases to be a Member of our Party shall have no proprietary interest of any nature whatsoever, including without limitation beneficial, in the assets of our Party.

5.18 For the avoidance of doubt any proprietary interest an Individual Member of our party shall have in the assets of our Party by reason of being an Individual Member shall not be capable of being realised by or on behalf of that Individual Member.

### ***Dissolution***

5.19 Any net assets of our Party after the debts and liabilities for which the Chairman under Section 6 of our Constitution makes provision to indemnify out of central funds have been paid, or provision made for them, shall on dissolution of our Party howsoever arising be transferred to The British Shieldwall Foundation for use for particular purposes that fall within the Principles of our Party or if that gift should fail then to the Founders' Association absolutely.

5.20 In no circumstances whatsoever shall the net assets of our Party be paid to or distributed among the Members of our Party.

5.21 For the avoidance of doubt, our Party shall not automatically dissolve in the event that our Party shall cease to be a registered political party under the PPERA for whatsoever reason but shall continue to seek the advancement and the implementation in full of the Principles of our Party, including without limitation the creation of another such registered political party to further the Principles of our Party in our Party's stead.

### ***No Agency***

5.22 For all purposes connected with or arising out of our Constitution or of our Party, no Member and no Official of our Party, including without limitation, the Chairman is or shall be the agent, whether implied or expressed, of our Party or of an Association Member.

5.23 For all purposes connected with or arising out of our Constitution or of our Party no person is or shall be the agent, whether implied or expressed, of our Party or of any Association Member.

5.24 The delegation of any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege and so forth as exists under our Constitution shall not create, either expressly or impliedly, the relationship of principal and agent between the delegator and the delegatee or between the delegatee and our Party or between the delegate and any Association Member and any such delegatee shall act at all times as a principal.

5.25 The appointment under or pursuant to our Constitution of any person to hold Office in our Party shall not create, either expressly or impliedly, the relationship of principal and agent between the appointor and the appointee or between the appointee and our Party or between the appointee and an Association Member; and any such appointee shall act at all times as a principal.

5.26 No person shall be the agent of the Chairman or any other Official of our Party unless expressly appointed in advance to be such an agent in writing by the Chairman.

5.27 Without prejudice to the generality of Clause 5.26 no Official of our Party is or shall be the agent of any other Official of our Party unless expressly appointed in advance in writing by the Chairman.

5.28 Without prejudice to the generality of Clause 5.22 to 5.27 the actual or ostensible authority of any person who is authorised to or is purported to act, impliedly or expressly, as the agent of any Official of our Party including the Chairman does not and shall not extend to authorising the commission or the furtherance by that agent of any act or omission contrary to law and any agent who holds him or herself out, actually or ostensible, as authorised to commit or further such act or omission is and shall be acting outside his or her authority.

5.29 Without prejudice to the generality of Clause 5.22 to 5.28 the limits on the authority of any agent or purported agent of any Official of our Party including the Chairman as set out in Clause 5.28 are and shall be implied, if not already expressly set out, into the terms and conditions of any agency agreement entered or purported to be entered into and into any agency relationship made or purported to be made between any Official of our Party including the Chairman (as principal) and any other person (agent).

5.30 Any purported relationship of principal and agent created or purported to be created expressly or impliedly in breach of Clauses 5.22 to 5.29 shall be void ab initio.

5.31 In the event that notwithstanding the provisions of Clause 5.22 to 5.30 a person is deemed to be the agent of our Party or of an Association Member or to possess the ostensible authority of an agent in respect of our Party or of an Association Member the provisions of Clauses 5.28 and 5.29 shall apply to that agency or that ostensible authority as applicable as if the words “our Party” or “an Association Member” as appropriate were inserted therein instead of the words “any Official of our Party including the Chairman”.

5.32 For the purposes of Clauses 5.22 to 5.30 “purported” means purported or alleged by any person.

### ***Limits on and Exclusion of Liability on our Party***

5.33 Notwithstanding any other provision of our Constitution neither our Party nor any party to our Constitution; or any Individual Member, or any other Member or any Official of our Party, including without limitation the Chairman, seeks in our Constitution to limit or exclude any liability which cannot by law be excluded or limited, including without limitation for death or personal injury.

5.34 Subject to Clause 5.33 the aggregate liability together of our Party, of an Association Member, of any Individual Member acting in a representative capacity whether of our Party or of any Association Member, of any person acting as trustee under or pursuant to the terms of our Constitution, of our Chairman and of any other Official of our Party to an individual in respect of any claim or right of action in connection with or arising out of or related to or derived from that individual being an applicant for admission to membership of our Party as an Individual Member or a party to our Constitution, or an Individual Member of our Party, or an associate of an Association Member in any way whatsoever and of whatsoever nature, and including all such claims or rights of action which arises out the same facts or series of facts, shall be limited to a sum equal to the last Subscription paid by that individual.

5.35 Subject to Clause 5.33 each party to our Constitution acknowledges that damages as limited by Clause 5.34 are an adequate remedy and each party hereby waives his or her entitlement if any to seek any other remedy.

5.36 For the avoidance of doubt Clauses 5.34 and 5.35 shall not apply in relation to any claim or right of action that our Party; any Association Member, any Individual Member acting in a representative capacity whether of our Party or of any Association Member, any person acting as trustee under or pursuant to the terms of our Constitution, the Chairman, any other Officer of our Party or any other Official of our Party has or shall have against an individual whether an applicant for admission to membership of our Party as an Individual Member, an

Individual Member of our Party, any other party to our Constitution or an associate of an Association Member in relation to or arising out of or in connection with our Constitution including without limitation any breach or non observance by that individual of the obligations upon that individual under our Constitution or of any other of the terms or conditions of our Constitution.

***No Personal Liability for Members for Acts and Omissions of Another.***

5.37 No party to our Constitution and in particular no Individual Member is liable for the debts or liabilities of our Party over and above the amount of any Subscription due from the same, (if any). No Member and in particular no Official of our Party is liable for any of the debts or liabilities incurred in connection with the affairs and business of our Party unless that Member acting by him or herself personally contracted to incurred such debt or liability.

5.38 No party to our Constitution and in particular no Individual Member in becoming a party to our Constitution thereby agreed to accept personal liability for the acts or omissions of another person whether or not those acts or omissions are also deemed to be the acts and omissions of our Party or of an Association Member and all liability of that nature lies outside the remit and the extent of the association formed by or agreed upon by our Constitution.

5.39 Without prejudice to the generality of Clause 5.38 every party to our Constitution agrees to accept and to treat the limitation on the extent of our association and on the obligations of each party to our Constitution as set out in Clause 5.38 as legally binding for all purposes upon that party and in pursuance thereof each party to our Constitution agrees to and does so waive any alleged right or claim (if any) he or she might otherwise allegedly have howsoever arising and of whatsoever nature against a party to our Constitution in respect of the acts or omissions of another party to our Constitution.

5.40 Pursuant to Clause 5.38 each party to our Constitution agrees to accept as the only Individual Members of our Party or as the only parties to our Constitution as are capable of acting as defendants in a representative capacity for or on behalf of our Party or of an Association Member in any legal proceedings to be those Individual Members or parties to our Constitution actually directly responsible or culpable for the acts or omissions that are the subject matter of any alleged right of claim or action that the relevant party to our Constitution has or purports to have.

***Personal Data Sharing.***

5.41 Subject to compliance with the requirements of the Data Protection Act 1998 each Individual Member unless he or she gives notice to the Chairman to



the contrary agrees to our Party sharing personal data as is required for verification purposes (if any) with The British Shieldwall Foundation, The Founders Association or The Indigenous Forum.

## **6 SECTION 6 OUR PARTY'S LEADERSHIP**

### ***The Chairman's Executive Power***

6.1 Once elected, the Chairman shall have full executive power over all the affairs of our Party to the exclusion of any other Member and for the avoidance of doubt the Chairman shall hold and discharge his or her powers as principal and not as the agent of our Party or of our Members.

6.2 All other Clauses and Schedules to our Constitution and the Annexes to our Constitution are without prejudice to the generality of Clause 6.1.

6.3 Examples of the Chairman's executive power under Clause 6.1 include but are not limited to :-

6.3.1 A power of appointment to and the creation of all other Offices of our Party, with the exception of our Party Auditor, who shall be appointed by the Advisory Council as specified in Section 8 and who shall not be the same person as the National Treasurer. The National Officers of our Party, and also called the Officers of our Party, are those individuals who are appointed by the Chairman to hold Office in our Party at a national level and shall include without limitation, those individuals who hold Office in our Party as the Director of Administration, the Director of Publicity, the National Communications Officer, the National Treasurer and any other Office of our Party at a national level as may be created from time to time by the Chairman. Not all appointments to an Office of our Party need necessarily be made by the Chairman directly. Such appointments may also be made by a subordinate Official of our Party with delegated power from the Chairman. All appointments to Office in our Party, direct and indirect, are made subject to the authority of the Chairman, any appointment made by the Chairman may be revoked by him or her and those made by any subordinate Official of our Party may be over-ruled by the Chairman.

6.4 The power to appoint a President and a Deputy Chairman. In the event that the Chairman resigns his position before an election is held the Deputy Chairman shall become Acting Chairman until the date of the next scheduled election. The Acting Chairman shall have the same powers under this Constitution as would the Chairman and will be referred to (for convenience) as "the Chairman".

6.4.1 A power to determine, and where necessary change, all organisational structures within our Party and to determine all rules and procedures whereby such structures are governed.

6.4.2 A power to determine all routine executive, administrative, policy and tactical decisions made by our Party.

### ***Delegation***

6.5 Any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege, and so forth that our Constitution bestows upon the Chairman may be delegated by him or her to any person as he or she thinks fit and in particular to:-

6.5.1 any Office of our Party;

6.5.2 any Official of our Party or any group of Officials of our Party;

6.5.3 the Voting Members or any groups or individual of the Voting Members; or

6.5.4 any person in our British Homeland engaged in the supply of goods and services.

### ***Power to Incorporate All or Any Part of our Party.***

6.6 The Chairman may at any time, if he or she is of the opinion that it is in the interest of our Party, incorporate or order the incorporation of all or any part of our Party including without limitation our Party, any Office of our Party, any Member of our Party (but excluding any Overseas Branch or Group), or any category of the Members of our Party.

6.7 For the avoidance of doubt in the event that Clause 6.5 shall become operative the Chairman may pursuant to his or her power under Clause 17.7 make any amendments to our Constitution as are necessary to put our Party's constitutional arrangements including without limitation in respects of our Members into as near as possible an equivalent position as that existed prior to incorporation.

6.8 In the event that any British Homeland Branch or Group is ordered by the Chairman under Clause 6.5 to incorporate then that Branch or Group shall under the direction of the Chairman do forthwith all such acts and things as are necessary to so incorporate without delay.

6.9 For the avoidance of doubt incorporation is in the interests of our Party if and only if the purpose of incorporation is to enable any or all parts of our Party to enjoy the benefits of incorporation in circumstances where such incorporation does not involve any element of personal or private gain or enrichment for any person including without limitation any Individual Member or for any Official of our Party.

6.10 The Chairman may at any time, if he or she is of the opinion that it is in the interest of our Party, restructure or reorganise our Party into any like form or similar form as would apply in the event that all or any part of our Party, including without limitation our Party, any Office of our Party, any Member of our Party or any category of the Members of our Party, were incorporated and Clause 6.6 shall be read and construed accordingly.

#### ***Power to Determine Matters of Fact***

6.11 In relation to any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege, and so forth that our Constitution bestows upon the Chairman, whether delegated to another or not, the Chairman shall be the final determinator of any fact relevant to the same.

6.12 Without prejudice to the generality of Clause 6.10 in relation to any matter relating to or arising out of or concerning the operation or implementation or intention of any part of the Constitution of our Party, past or present, the Chairman shall be the final determinator of any fact relevant to the same.

6.13 Any certificate as to a fact or series of facts signed by the Chairman and which sets out the Chairman's determination of a fact or series of facts pursuant to Clause 6.10 shall be final and binding for all purposes save in the case of manifest error.

6.14 Without prejudice to the generality of Clause 6.10 any certificate of fact signed by the Chairman relating to the proceedings of any Official or Executive Meeting of our Party shall be, save in the case of manifest error, conclusive evidence that the meeting was duly held, convened and all proceedings had at such meeting to have been duly had.

#### ***Interpretation of our Constitution***

6.15 The resolution of any question, query or dispute concerning the intention, meaning or interpretation of any part of our Constitution which is required for the operation or implementation of our Constitution shall be referred to the Chairman whose decision as to the same shall be final.

6.16 The Chairman shall be the final determinator of whether or not any dispute or disagreement over the interpretation or meaning of the Principles of our Party or of any the Nationalist Statements is a trivial, minor, de minimis, irrelevant, insignificant or inconsequential disagreement or dispute.

### ***Appointment to Office in our Party***

6.17 No individual shall be appointed as an Official of our Party to hold Office in our Party unless that individual, whether an Individual Member or not, shall have first signed and delivered to the Chairman a Statement of Adherence in full and without the benefit of a waiver. No individual who is not an Individual Member of our Party shall be appointed as an Official of our Party unless he or she shall have first in writing agreed to act in accordance with our Constitution, to be bound by our Constitution as he or she were an original party to it and to comply with Clause 4.23 if so requested by the Chairman.

6.18 An Individual Member who was a Member as at the date of adoption of the 12.1 edition of our Constitution shall be deemed for the purposes of Clause 16.16 to have signed and delivered his or her Statement of Adherence in full and without the benefit of a waiver as at such date of adoption.

### ***Scope of Office***

6.19 An individual who is appointed to act as an Official of our Party shall not have the power to act outside the scope of the Office of our Party to which he or she is or has been appointed and the scope of any Office of our Party does not and shall not extend to the commission or the furtherance of any act or omission contrary to law by the holder of an Office of our Party and for the avoidance of doubt neither our Party or any Association Member shall be bound by or liable for any acts or omissions of an Official of our Party including without limitation any such act or omission as is contrary to law.

### ***Final Decision Maker.***

6.20 While the Chairman may at his or her discretion delegate any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege, and so forth that our Constitution bestows upon the Chairman the Chairman shall have ultimate and final authority upon any decision made.

6.21 Each party to our Constitution agrees to accept and to treat the decision of the Chairman in respect of any power, discretion, determination, decision, consent, right, approval, judgement, prerogative, privilege, and so forth that our

Constitution bestows upon the Chairman to be final and binding upon such party save in the case of manifest error and each party to our Constitution agrees that a failure by that party to so accept and to so treat is and shall be a material breach of the terms and conditions of our Constitution entitling our Party among other things to terminate in the case of an Individual Member his or her membership of our Party by notice in writing signed by the Chairman to that effect.

6.22 The Chairman at his or her sole discretion may waive the operation of Clause 6.20 against any Individual Member.

### ***Insurance and Indemnity for Officials of our Party***

6.23 The National Executive may grant any person, in part or in whole, on a temporary or permanent basis, as they think fit, an indemnity out of the central funds of the Party. This indemnity may include but is not limited to all losses and liabilities sustained or incurred in the execution of his or her duties or in the exercise of his or her powers or otherwise in connection with his or her office including without limitation sustained or incurred by him or her acting in a representative capacity for or on behalf of our Party in any civil proceedings.

6.24 The indemnity is personal and may not be assigned or transferred whether by transmission or otherwise. For the avoidance of doubt no part of this Constitution shall be interpreted as extending indemnity to any person without the authorisation of a majority vote of the National Executive.

6.25 Our Party may purchase out of central funds indemnity insurance for any Official of our Party or any other person not a member or an official of our Party who is working for the benefit of the British National Party who has been commissioned to do so in relation to any such liability as is mentioned in Clause 6.22. This is at the absolute discretion of the National Executive.

6.26 The term “Central Funds” refers to a bank account (or accounts) specified to the Treasurer by the Party Chairman in writing. The Chairman may, at his absolute discretion save for the exclusion of local and regional accounts below, give written notice to the Treasurer of the removal of a bank account from the designation of “Central Funds” and/or the inclusion of a bank account in this designation. No Regional or local account may be designated as falling under “Central Funds”.

6.27 The value of any indemnity or cost of any indemnity insurance may not exceed the value of monies held in “Central Funds”. Where the value exceeds this value the indemnity or cost of insurance will not be owed or paid.

### ***No Power to Pledge the Credit of the Members***

6.28 No Member, which includes without limitation the Chairman and any other Official of our Party, has the power to pledge the credit of our Member or of any or all of the Officials of our Party, nor does any Member have the power to enter into any credit arrangement or agreement in connection with the affairs or business of our Party.

### ***Power to Summons***

6.29 Without prejudice to the generality of Clause 6.1 the Chairman shall have to power to summons on reasonable notice any Officer of our Party or any other Official of our Party, including without limitation any Voting Member, to a meeting with the Chairman at a time and location agreed between the Chairman and the Officer or other Official of our Party or failing agreement at a time and location as the Chairman acting reasonably shall specify for the purpose of affording the Chairman and the Officer or other Official of our Party the opportunity to discuss, advise on, consult on or agree any matter or matters relating to or arising out of or in connection with or concerning or of concern to or for the benefit of our Party of any nature whatsoever.

6.30 The failure by an Officer or other Official of our Party without good cause to attend any such meeting as is referred to in Clause 6.28 shall entitle our Party to invoke our Party's Disputes Procedures in respect of that Officer or other Official of our Party and to treat the matter as a disciplinary offence.

## **7 SECTION 7 ELECTIONS TO OUR PARTY'S LEADERSHIP**

7.1 The National Chairman of the Party shall be elected for a fixed term of four years; with the election cycle beginning in 2011.

7.2 Any Individual Member may become a candidate for the post of the Chairman of our Party provided that individual on or before the close of nominations:-

7.2.1 satisfies the BH Voter Requirement and the BH Resident Requirement;

7.2.2 does not poses dual or more citizenship;

7.2.3 is a Voting Member with five years or more Continuous Membership of our Party.

7.2.4 Nominations shall be submitted by Recorded Delivery post to the

Returning Officer at the requisite PO Box on the official nomination paper, which shall be published on the British National Party's website on the last Monday in June and remain prominently displayed there until the first Monday of July.

7.2.5 Completed nominations must be received by noon the first Monday of July, accompanied by a returnable deposit of £500 in cash or bankers' draft, payable to "British National Party".

7.2.6 All deposits will be lodged with a firm of solicitors, chartered accountant or the branch of a high street bank by the Returning Officer, who shall be a Regional Organiser of the Party; appointed by a simple majority of the National Executive; and who shall not be a candidate in the election in question.

7.2.7 Deposits shall be returned within 14 days of the election count to candidates securing 5% or more of valid votes cast. Any deposits of candidates who fail to receive at least 5% will be transferred to the general funds of the Party.

7.2.8 Advance notice of a series of regional meetings, with dates, times and general locations, will be sent to all members eligible to vote during the month of June during an election year. In the event of an election contest, these will be used as hustings meetings. These shall be arranged by the Returning Officer and National Organiser in conjunction with Regional Organisers. Equal time will be given at each meeting to each candidate. The meeting will be chaired by the Regional Organiser for that area or by someone delegated that role by him or her.

7.2.9 Dates and times for hustings meetings shall also be published on the Party website and provided by email to all local unit officials in the region in question. RV or meeting place details will also be provided to these officials who are required to transmit them on to all their local members qualified to vote in the elections.

7.2.10 Hustings meetings must be held during the period between the first Thursday in July until the third Thursday in July with no more than two meetings on any one day, with all candidates notified simultaneously by e-mail and mobile telephone texts of the schedule for all the meetings. In the event of any unavoidable change of venue, date or time, all candidates and their agents shall be notified as quickly as possible by the Returning Officer.

7.2.11 Only members eligible to vote may attend hustings meetings, and only the one in their own region.

7.2.12 For the duration of the election period, from the last Monday in June until the fourth Monday in July, no election events other than the official hustings meetings shall be held, and no other meetings of the Party or related bodies shall be used to discuss the election or promote any candidate.

7.2.13 Each candidate shall be entitled to record at their own expense and submit a five-minute broadcast outlining their manifesto. This will be made available to members on the Party website between the first Thursday in July and the fourth Monday in July.

7.2.14 Each candidate may submit a statement of up to 500 words, which will be made available to members on the Party website between the first Thursday in July and the fourth Monday in July.

7.2.15 Each candidate may submit with their Nomination paper a photograph of themselves and a statement of 150 words which will be printed on a document by the Party and distributed alongside the ballot paper.

7.2.16 Election statements received by the Returning Officer after the date of close of nomination shall not be circulated.

7.2.17 In the event of unavoidable external circumstances rendering any of these methods of communication impractical, they may be omitted or replaced as decided by a simple majority vote of a meeting of the National Executive.

7.2.18 Canvassing for votes by a candidate for election under this section whether in person or by letter, circular, email, social networking or any other means or on behalf of a candidate for election by letter, circular, email, social networking or any other means outside of the means laid down in this Section shall constitute a disciplinary offence.

7.2.19 A list of candidates produced as a ballot paper, together with the election statements referred to above, shall be issued by post to each member entitled to vote in the election in accordance with the procedure given below.

7.2.20 Ballot papers will be posted to all members eligible to vote in the



election on the first Thursday in July. These must be returned to the designated address by 1 p.m. on the fourth Monday in July.

7.2.21 Count shall be carried out on the afternoon and/or evening of the fourth Monday in July by two senior officials appointed by the Returning Officer and any members appointed by him for the purpose and may be attended by all candidates, each bringing up to two scrutineers, who must be members of the Party.

7.2.22 A ballot paper on which the votes are not recorded in accordance with the instructions contained thereon and as specified by this section shall not be counted as a valid vote.

7.2.23 A ballot paper not received by the date and time of the election, 'the close of voting', shall not be counted as a valid vote, whatever the reason for any delayed receipt.

7.2.24 The Returning Officer shall decide whether any ballot papers shall be rejected or counted in accordance with these Rules and shall determine all disputes concerning the conduct of elections under this section. Their decision shall be final. The Returning Officer shall prepare a report setting out the number of ballot papers distributed and returned, the total number of votes given for any candidate and the total number of votes rejected.

7.2.25 Election to the position of National Chairman shall be by the first-past-the-post system.

7.2.26 A notice declaring the result of the election as stated in the Report, together with a copy of that Report, shall be posted on the Party's website as soon as practicable after the Party receives the Returning Officer's Report. The ballot papers shall be kept unopened until the post has arrived on the third Thursday of October, when all received ballots shall be opened and counted under the supervision of two senior officials appointed by the National Executive who are not candidates, together with the candidates and up to two scrutineers each.

7.3 In the event of a General Election being called before the ballot papers have been posted, the campaign may be suspended at the discretion of the

National Executive by a simple majority vote, resuming the schedule immediately after polling day.

7.4 If an outgoing the Chairman is a paid employee of our Party and either does not wish to remain as such or is not required as such by the new incumbent, he or she shall receive severance pay in line with the statutory requirement, plus one month for each year served up to a total of eight years, and one week extra for each year thereafter.

7.5 The successful candidate in any Leadership Election will be considered as occupying the office of the Chairman immediately on completion of the counting of votes in that election.

7.6 No Leadership Election shall be held during the imprisonment of the Chairman in our British Homeland on account of him or her upholding the Principles of our Party or any other terms and conditions of this Constitution.

## **SECTION 8 OUR PARTY'S NATIONAL EXECUTIVE**

8.1 The National Executive shall be comprised of:

- i) the duly elected National Chairman
- ii) the Administration Committee, comprising of the National Treasurer, Head of Administration, National Nominating Officer, National Organiser and up to two other individuals as required from time to time. These posts will be appointed by the National Chairman. The Presiding Officer of the National Executive shall have the right to attend and vote at any meetings of the Administration Committee;
- iii) one Regional Organiser, elected by the Regional Council, from each of the eleven European Parliamentary regions;
- iv) one Regional Chairman, elected by the Regional Council, from each of the eleven European Parliamentary regions;
- v) one Councillors' Representative, elected at an annual meeting of councilors and elected public representatives, to be held at the Annual Conference each year;
- vi) one Deputy Treasurer, responsible for the handling and overseeing of Regional Funds, whether centrally controlled or devolved accounting units, appointed by simple majority vote of the National Executive.

8.2 In the event that any member of the National Executive who holds their post on it as a paid position should not be reappointed by an incoming National Chairman they shall be entitled to the normal redundancy provisions of English law, plus the equivalent of one week's pay for each year of service above two years.

8.3 Any member of the National Executive who fails, without providing reasons regarded as acceptable by a two-thirds majority of the National Executive, to attend three consecutive meetings of the body shall automatically cease to be a member. Either the National Chairman or the relevant region as appropriate shall select a replacement by the means normal for that post before the date of the next meeting.

### **Powers of the National Executive**

8.4 The National Executive shall each year, by simple majority vote, appoint or confirm the appointment for another year of the Party Auditor, who must be a qualified chartered accountant and who shall audit all records for submission to the Electoral Commission. In the event of an equality of votes, the National Treasurer shall have the casting vote.

8.5 The National Executive shall, each year, by simple majority vote, appoint from its own ranks a National Secretary who shall prepare agendas and arrange meetings and ensure that minutes are taken. Meetings will be chaired by the National Secretary if the National Chairman is absent.

8.6 The National Executive may call an Extraordinary General Meeting by a two-thirds majority of National Executive members voting in a properly convened meeting with a quorum of two-thirds, even if this is opposed by the Chairman. Alternatively, the Chairman may call such a meeting at any time he or she deems it necessary. Should such a meeting be called, it must be held within 28 days, and the matter which led to it being called shall be put to the Individual Members qualified to vote at and attending to decide. If a two-thirds majority of those voting should vote against the Chairman, then he or she is bound to accept that decision or to resign from the leadership, triggering a Leadership Election in which he may stand if he or she so wishes.

8.7 In the event of such a vote, fresh elections must be held for all elected members of the National Executive in their respective regions.

8.8 In the event of a leadership election for the post of National Chairman, howsoever it should arise, all posts on the National Executive shall fall vacant at the completion of the leadership election and shall be newly appointed/elected as per the terms of this Constitution.

8.9 In the event of a leadership election following an Extraordinary General Meeting, the duly elected leader's fixed term shall commence from that date.

8.10 The National Executive shall meet not less than four times a year, and while the agenda for such meetings shall be set by the Chairman, there shall be a section at each such meeting where any member of the National Executive may raise matters of any other business.

8.11 The National Executive shall appoint the Party Auditor, choosing this person, who must be a practising chartered accountant, by simple majority vote. The Party Auditor shall be appointed to discharge all the functions and responsibilities of the Independent Examiner within the meaning of PPERA or as otherwise required by the Electoral Commission. The Party Auditor shall be afforded access to the accounting records and reports of our Party as shall be required for the Party Auditor to discharge his or her function as the Independent Examiner within the meaning of PPERA.

8.12 The Chairman shall appoint a member of the National Executive to serve with him or her and the National Treasurer as bequest trustees. These three trustees shall be responsible for administering any bequests left by will to or for use by our Party and shall hold the same on trust in accordance with our Constitution. While the Chairman may replace one of the other trustees at any time, he or she may only replace two of them within any six month period with the approval of a majority of the National Executive or of Voting Members voting at a Voting Members' Meeting.

8.13 In the event of the Chairman's wish to replace both trustees being blocked, the interest or income from any bequests held on trust for use by our Party shall continue to be used as the Chairman sees fit, but he or she shall be unable to dispose of any bequeathed capital assets until either the six month period elapses or a meeting of the National Executive authorises the changing of the second trustee.

8.14 The National Executive may call an Extraordinary General Meeting by a two-thirds majority of National Executive members voting in a properly convened meeting with a quorum of two-thirds, even if this is opposed by the Chairman. Alternatively, the Chairman may call such a meeting at any time he or she deems it necessary. Should such a meeting be called, it must be held within 28 days, and the matter which led to it being called shall be put to the Individual Members qualified to vote at and attending to decide. If a two-thirds majority of those voting should vote against the Chairman, then he or she is bound to accept that decision or to resign from the leadership, triggering a Leadership Election in which he or she may stand if they so wish. In the event of such a vote, fresh elections must be held for all elected members of the National Executive in their respective regions. In the event of a leadership election for the post of National Chairman,

howsoever it should arise, all posts on the National Executive shall fall vacant at the completion of the leadership election and shall be newly appointed/elected as per the terms of this Constitution. In the event of a leadership election following an Extraordinary General Meeting, the duly elected leader's fixed term shall commence from that date.

8.15 In the event of a leadership election following an Extraordinary General Meeting, the duly elected leader's fixed term shall commence from that date.

8.16 The Chairman shall appoint a National Treasurer, who shall sit as of right on the National Executive for as long as he or she holds this position. The National Treasurer shall administer the central funds of our Party, and shall be required to provide to the Chairman and Deputy Chairman, regular accounts of all items of income and expenditure. All cheques issued shall bear the signature of the National Treasurer or someone delegated in writing by him and, if need be or deemed desirable by the Chairman, one person, chosen by him/her and notified in writing to the National Treasurer. In the case of a second signatory the Chairman may remove him/her from any account in writing at his sole discretion. All electronic banking transactions conducted in connection with central funds must be authorized in writing by the National Treasurer. All transactions over £100 must be authorized in writing by the National Treasurer. This Constitution authorizes the National Treasurer to set up trading names for the Party and allows him to establish bank accounts in those names with the written approval of the Chairman. Trading names currently authorized by the Party are: British Heritage, Freedom Promotions and The Trafalgar Club.

8.17 The National Treasurer shall, by prior arrangement, be required to make available current financial records for inspection by any Individual Member of the National Executive at any meeting of the National Executive.

8.18 A member of the National Executive shall not be removed from the National Executive on the day of a National Executive meeting.

## **9 Section 9 DISPUTES PROCEDURES**

9.1 The Disputes Procedures of our Party are embodied in the Code of Conduct which comprises Annex 2 of this Constitution.

### *Code of Conduct Disputes*

9.2 Once our Party Disputes Procedures as outlined in this section are exhausted

in regard to the disputes procedures and proceedings, then the Individual Member agrees to accept and to treat the decision of the Conduct Committee or Disputes Appeal Officer as final and binding on the Individual Member concerned in like manner, and to like effect if he or she does not so do, to Clause 6.18 and in respect of which Clause 6.19 may likewise operate. As such each Individual Member (including those who have been disciplined or expelled) agrees and states with the intent that he or she shall not seek any external remedy or review of any decision by the Conduct Committee or Disputes Appeal Officer or the procedures.

9.3 The Disputes Appeal Officer shall have the same ability to be the determinator of fact in respect of any disciplinary matter within his or her jurisdiction as is enjoyed by the Chairman as if the reference to the Chairman in Clause 6.10 and 6.12 were a reference to the Disputes Appeal Officer.

9.4 An Individual Member who has offended against the Code of Conduct or otherwise acted in a manner contrary to the interests of our Party shall be liable to disciplinary sanction.

9.5 Ultimate authority to determine how the 'interests of our Party' as specified in this Section and throughout our Constitution is defined rests with the Chairman or with any Official of our Party or any groups of Officials of our Party authorised in writing by him or her to act in that capacity.

9.6 In the first instance of any Individual Member being believed to have committed an offence under our Constitution that Individual member will normally be subject to a written reprimand. Such reprimands may only be issued by the Conduct Committee or an Official of our Party who is senior to the Individual Member being reprimanded and authorised in writing by the Conduct Committee or Chairman to exercise such power generally or in the specific circumstances. A copy of such a reprimand must be forwarded to the Chairman within seven days. A second such written reprimand within two years would normally be met, upon receipt of a copy of the reprimand by the Chairman, with suspension of membership of between one and six months. The suspension to be notified by the Chairman or other Officer of our Party authorised by him or her, to the Individual Member in question.

9.7 In the event of:

(1) a written reprimand, the Individual Member concerned has the right of appeal to the Chairman or an official authorised by the Chairman to act in this capacity.

(2) suspension, the Individual Member concerned has the right of appeal to a

Disputes Appeal Officer.

9.8 In the case of a serious offence being committed and where it is judged that there would be some risk to the well-being or good standing of our Party in that Individual Member continuing to exercise his or her rights of membership of our Party the Chairman, Conduct Committee or other Officer of our Party authorised by him or her, may immediately suspend or expel from membership of our Party any such Individual Member prior to a Disputes Appeal Officer considering a written appeal and documentary evidence (in the event such is submitted within fourteen days) to consider whether an offence has been committed and whether the sanction is correct. This appeal will be considered only on the papers submitted and there is no right to a hearing in person.

9.9 The Individual Member concerned should, as soon as practically possible be sent in writing a description of the alleged offence.

9.10 The Conduct Committee will be composed of three Officers of our Party and will be appointed and dismissed at the discretion of our Chairman. One reserve member will be appointed by our Chairman and may be dismissed by him or her at his or her discretion. The reserve member of the Committee will act as a replacement member in the event one of the three members of the Committee is unable to act. A member of the Conduct Committee may serve as a Disputes Appeal Officer if he/she did not take part in the earlier consideration of an offence.

9.11 An Individual Member may appeal against a decision of the Conduct Committee to a Disputes Appeal Officer appointed by our Chairman. The Disputes Appeal Officer shall have the power to rescind an expulsion: suspend from membership of our Party; increase or decrease a period of suspension; impose restrictions on the Individual Member and shall have the power to expel from membership those Individual Members found guilty of offences against the Code of Conduct or who have otherwise acted in a manner contrary to the interests of our Party or incompatible with membership of our Party.

## **SECTION 10 ORGANISATION OF OUR PARTY, BRANCHES, GROUPS, CONTACTS AND OTHERS**

### **Section 10 – Local Structures**

10.1 A “contact” is a person who serves as a primary point of contact for new enquiries or activism in which there are currently no Party groups or branches in existence.

10.2 In order for its delegate to vote at any Regional Council meeting, a registered Group must, for at least six months prior to that meeting:

- i) Hold a minimum £50 balance in the bank
- ii) Contribute to such national and regional levies as are in operation at the time
- iii) Buy 25 copies of Identity each issue
- iv) Have submitted on time the two quarterly Activity Reports showing activity at least to the set minimum standards
- v) Send a minimum of 4 local bulletins mailed to members each year
- vi) Hold a minimum of 4 local meetings each year
- vii) Put forward a minimum of 2 candidates in any local elections

10.3 In order for its delegates to vote at any Regional Council meeting, a registered Branch must, for at least six months prior to that meeting:

- i) Hold a minimum of £300 balance in the bank
- ii) Contribute to such national and regional levies as are in operation at the time
- iii) Buy a minimum of 100 copies of Identity each issue
- iv) Have submitted on time the two quarterly Activity Reports showing activity at least to the set minimum standards
- v) Send a minimum of 6 local bulletins mailed to members each year
- vi) Hold a minimum of 6 local meetings each year
- vii) Put forward a minimum of 4 candidates in any local elections

10.4 Local Organisers will be appointed by the Regional Organiser.

10.5 Local Fundholders will be nominated by the Regional Organiser after due consultation with the local Organiser, but must be approved in advance by the National Regional Treasurer.

10.6 Branch Chairmen shall be elected by simple majority vote of a meeting of the activists of the unit in question.

## **Regional Councils**

10.7 There shall be a Regional Council in each of the Party's eleven regions. A Regional Council must meet a minimum of three times per calendar year.



10.8 The Regional Council shall comprise the Regional and all Group and Branch Organisers, one delegate chosen by each registered Group and two delegates and the Branch Chairman chosen by each registered Branch within the region.

10.9 All local delegates will be elected by simple majority vote of a meeting of the activists of the unit in question classified as such by the Organiser on the basis of regular activity as recorded in the previous quarter's Activity Report.

10.10 A "Sub-Regional Organiser" shall be appointed by the Regional Organiser, where practical, in regions too large to be administered by a single regional organiser. The duties of the Sub-Regional Organiser include, inter alia, the growth, nurturing, logistical aid, organisation and communication between the groups and branches and the Regional Organiser.

10.11 The Sub-Regional Organiser will report directly to the Regional Organiser.

10.12 Regional Chairmen shall be elected by simple majority vote by show of hands at the first meeting of each Regional Council following any election for the post of National Chairman or the position of Regional Chairman falling vacant. In the event of an equality of votes, the Regional Organiser shall have the casting vote.

### ***Recognised Members' Associations***

10.13 Subject to the prior written approval of the Chairman the Individual Members shall be entitled to form associations of Individual Members, but only of Individual Members, as separate and distinct associations from our Party and from Branches and Groups and without limitation such approval shall encompass among other matters the constitution of any such association formed by and from Individual Members of our Party pursuant to this Clause 10.1.

10.14 Any Individual Members' Association approved by the Chairman pursuant to Clause 10.1 shall be designated as a Recognised Members' Association.

10.15 Examples of the types of association that the Chairman may approve as being a Recognised Members' Association include without limitation:-

10.15.1 a women's association provided a corresponding men's association is contemporaneously formed;

10.15.2 an Elected Representatives' association;

10.15.3 a young people's association provided although the purposes of such association may be restricted to matters of relevance to the needs of the young, membership of such association may not necessarily be restricted by age;

10.15.4 Indigenous British and or Civic British support and welfare associations; or

10.15.5 "All 12 Principles of our Party" Supporters Associations.

### ***Branches and Groups***

10.16 The nationwide administrative organisation of our Party in our British Homeland shall be divided on a geographical basis into the Party Regions.

10.17 All British Homeland Branches, Groups and Contacts as lie within the geographical remit of a Party Region fall within the remit of that Party Region's jurisdiction and no other.

10.18 Our Party may form additionally specialist circles ("Circles") from time to time on a non-geographical basis, the membership of which need not necessarily be party members.

10.19 Each Party Region shall normally consist of a county or group of counties, determined according to convenience by the Chairman or by any Officials of our Party or groups of Officials of our Party with delegated power for the same.

10.20 Within each Party Region the strength of our Party will be represented by the British Homeland Branches, Groups and Contacts. Each of these will normally be based on cities, towns, parliamentary constituencies or groups thereof, situated in close proximity to each other.

### ***Appointment to Office as Branch Organiser etc***

10.21 British Homeland Branch Organisers, Group Organisers and Contacts are appointed and removed by their respective Regional Organiser. Regional Organisers may only be removed by majority vote of the National Executive.

10.22 The official in charge of a Circle is referred to as the Head of such Circle and any such officials are subordinate to the Chairman. Such officials and his or her subordinates are for our Party's purposes Officials of our Party.

- 10.23 Branch Organisers and Group Organisers shall have full executive authority over the affairs of their Branches and Groups respectively within the limits set out in our Constitution. This authority will include the power to appoint all other Branch or Group officials, who are also Officials of our Party, as are deemed necessary to the running of their Branch or Group respectively including Fund Holders. This power does not apply to Contacts, since Contacts are a smaller, pre-Group phase of organisation. All Branch or Group officials, whether Branch Organisers, Group Organiser or Fund Holders and so forth, must live within the normal geographical area of operations for the British Homeland Branch or Group in question.
- 10.24 All British Homeland Branch and Groups must have a Fund Holder and as applicable a Branch Organiser or a Group Organiser. While a Fund Holder may be appointed by either the Branch Organiser or Group Organiser, or by the National Treasurer, only the Chairman or the National Treasurer may remove a Fund Holder.
- 10.25 British Homeland Branches, Groups and Contacts within any Party Region shall be distinguished from one another according to the discretion of the Chairman using nationally standard criteria. Responsibility for establishing Homeland Branches, Groups and Contacts within a Party Region, for determining lines of demarcation between them and for defining the precise criteria whereby an association qualifies to be registered as a Branch shall lie with the Regional Organiser, who shall be answerable in turn to the Chairman.

### ***The Constitution of a British Homeland or Overseas Branch or Group***

- 10.26 The constitution of a British Homeland Branch and Group shall be such rules as are designated to be the standard provisions for the constitution for the Branch or Group as set out in Annex 4 and such other provisions as are approved by the Chairman or other Officer of our Party or group of Officials of our Party with the delegated power in respect of the same.
- 10.27 The constitution of an Overseas Branch and Group shall be such rules as are approved by the Chairman or other Officer of our Party or group of Officials of our Party with the delegated power in respect of the same.
- 10.28 For the avoidance of doubt our Constitution is not the constitution of a British Homeland or Overseas Branch or Group but are the terms upon which a British Homeland or Overseas Branch or Group is a Member of our Party.

## ***Members of a British Homeland Branch or a Group***

10.29 The members of a British Homeland Branch or Group are the Branch or Group Organisers and any other Officials of the Branch or Group.

10.30 No individuals other than the members of a British Homeland Branch or Group as referred to in Clause 10.17 shall enjoy the rights associated with membership of a British Homeland Branch or Group.

10.31 The membership of an Overseas Branch or Group shall be regulated by the constitution of such Overseas Branch or Group.

## **11 SECTION 11 PARTY MONIES AND PROPERTY**

### ***Our Party's Central Funds***

11.14 Property or funds entrusted to, or held by, an Individual Member or ex Individual Member or any other person shall be held and used by him or her on trust in accordance with the provision of Section 5 of our Constitution, subject to any lawful and constitutional directive imposed or given by the donor or the person entrusting the property or funds to the said trustee.

11.15 A trustee shall, if so required by a majority of the National Executive or any Officer of our Party with delegated power there from, transfer ownership and possession of property and funds held in trust pursuant to or under our Constitution to any person or persons nominated to act as replacement trustees thereof. Every trustee shall, so far as may be within his or her power, obey the directions of the National Executive or any Officer of our Party with delegated power there from as to the use or disposal of property or funds held by such trustee pursuant to or under our Constitution.

11.16 Save for the exception provided for in Clauses 11.4 and 11.6, only the National Treasurer or the Chairman or any other Officer of our Party with delegated power from the Chairman may commit to or be involved in any expenditure for the benefit of our Party in respect of which he or she would seek to be indemnified therefore out of central funds or commit to or be involved in any other form of transaction without the prior written consent of the Chairman or the Officer of our Party with delegated power from the Chairman in respect of the same.

11.17 The central funds of our Party ("central funds") shall be administered by a

National Treasurer, who shall be required to keep regular accounts of all items of income and expenditure, and to keep and submit to the relevant authorities, all records required under the PPERA.

11.18 The National Treasurer shall not be the same person as our Party auditor.

11.19 All cheques paid out from these central funds must bear the signature of the National Treasurer and one other Officer of our Party to be appointed by the Chairman.

11.20 The Chairman shall determine, by arrangement with the National Treasurer, the maximum limit on any item of expenditure which may be made out of central funds without the Chairman's consent.

11.21 The power to incur debts and assume liabilities for the benefit of our Party at a national level for which an indemnity out of the central funds of our Party is granted, as provided for in Section 6.22 of our Constitution, shall lie solely with the Chairman but notwithstanding any such indemnity in respect thereof any such debts and liabilities as are so incurred by the Chairman are as against the other party to the same the debts and liabilities of the Chairman and not of our Party.

### ***Region, Branch and Group Local Funds***

11.22 The funds of all British Homeland Branches and Groups ("local funds") shall be administered by the Deputy National Treasurer in a single regional account, such Deputy Treasurer to be appointed by the Chairman or any Official of our Party with delegated power from the Chairman in respect thereof.

11.23 The Deputy Treasurer shall be required to keep regular accounts of all items of income and expenditure concerned in relation to the funds of all Party Regions including region funds and the local funds, ("Party Region Funds") and in particular to keep and submit to the relevant authorities, all records required under the PPERA.

11.24 Responsibility for maintaining proper accounts for a Party Region, and the power to incur expenditure from local funds of the relevant Party Region up to a limit set from time to time by the Deputy Treasurer after consultation with the National Treasurer, within any given Party Region, may be delegated by the Deputy Treasurer to a Regional Treasurer, who shall be a Individual Member with at least two years' Continuous Membership.

- 11.25 All cheques paid out from Party Region Funds must bear the signature of the National Treasurer and Deputy Treasurer, or where applicable of the Regional Treasurer and another Officer of our Party approved by the Deputy Treasurer, up to the limits of expenditure for any funds attributable to a Party Region (the region funds), Branch or Group (the local funds) which limit shall be determined in accordance with the same procedure as that specified in Clause 11.11.
- 11.26 Amounts over the set limit referred to in Clause 11.12 shall only be paid with the authority and signature of the Deputy Treasurer and the Regional Treasurer or the other duly appointed Officer of our Party within the Party Region concerned.
- 11.27 A Party Region may operate other accounts subject to the prior approval of the National Treasurer and to such accounts being operated in accordance with the requirements of the PPERA.
- 11.28 Contacts, as distinct from Groups and Branches, are not permitted to raise money.
- 11.29 Contacts, for the purposes of the Electoral Commission, are treated as individuals and are not able to collect or receive donations. Any monies which a Contact does receive from any third party must be given over to the nearest active Party financial unit, which must carry out any checks and actions required under the PPERA.
- 11.30 No British Homeland Branch or Group may operate any kind of any current or deposit or other form of account, whether with a bank, building society, the post office, National Savings, or with any other person or keep any kind of separate financial records other than its official records maintained for our Party's purposes.
- 11.31 In the event that, for any reason, local funds are not able to be administered by the Regional Treasurer, then the funds will be administered by the National Treasurer or another treasurer appointed by either him or her or by the Chairman.
- 11.32 Any financial undertakings entered into by any Party Region, Branch, Group or Contact are the sole responsibility of the individual incurring the same subject to any indemnity which he or she may be entitled out of the applicable local funds and neither our Party nor any other Party Region, Branch, Group or Contact, another Individual Member or another Official of our Party may be charged with liability or be affixed with liability for debts or obligations arising there from.

- 11.33 No Branch Organiser or Group Organiser shall have the power to commit his or her Branch or Group to spend against the future anticipated income of such Branch or Group and therefore such Branch Organiser or Group Organiser cannot bind his or her Branch or Group with an obligation to pay out of its local funds the debt thereby incurred by the Branch Organiser or the Group Organiser or any other Official of our Party.
- 11.34 All debts and liabilities incurred by any Branch or Group shall be the personal responsibility of the Individual Member, including if applicable the relevant Branch Organiser or the Group Organiser that incurred the same and not that of our Party or of any Association Member.
- 11.35 The arrangements for the method and frequency whereby Regional Treasurers keep the National Treasurer and Branches and Groups within a Party Region informed of the position of the Party Region and local funds shall be determined by the National Treasurer who shall have the right, and is expected, to inspect all financial records relating to Party Region Funds and all relevant local funds there under on reasonable notice.
- 11.36 In the event of a Branch or Group disbanding for any reason, all monies, property and financial records, whether in paper or electronic format, relating to or belonging in any way whatsoever to that Branch or Group shall transfer automatically to the relevant Party Region fund and into the custody of the relevant Regional Treasurer.

#### ***Custody and Safe Keeping of Party Documents, Files etc***

- 11.37 Every person who is an Official of our Party shall on demand made at any time by the Chairman and shall immediately upon ceasing to be an Official of our Party howsoever arising and for whatsoever reason, at the sole discretion of the Chairman, deliver up to the Chairman or as he or she shall otherwise direct all documents, papers, files, disks, drawings, reports or similar and any passes, keys, equipment, materials and other property of any sort held by that person upon trust for our Party and which may be in that person's possession or under his or her control.
- 11.38 For the purposes of Clause 11.24 documents, papers, files, drawings, reports or similar shall be held on trust for our Party by an Official of our Party if such documents, papers, files, drawings, reports, or similar were acquired, received, obtained or created by an Official of our Party by reason of holding Office in our Party or by an Official of our Party in the course of or during the discharge of his or her duties as an Official of our Party.

11.39 For the purposes of Clause 11.24 disks, passes, keys, equipment, materials and other property of any sort shall be held on trust for our Party by an Official of our Party if such disks, passes, keys, equipment, materials and other property of any sort were supplied to or acquired by an Official of our Party by reason of holding Office in our Party or by an Official of our Party in the course of or during the discharge his or her duties as an Official of our Party.

11.40 For the purposes of Clauses 11.24 and 11.26 and Clause 11.29 below the expression Official of our Party shall not include those individuals who hold Office in our Party only as Voting Members.

### ***Confidential Information***

11.41 No person who is an Official of our Party shall make use of, divulge or communicate to any other person whosoever (save in the proper performance of his or her duties as an Official of our Party) any of the Confidential Information of our Party which he or she may have received, obtained, acquired or created by reason of holding Office in our Party or in connection with or in the discharge of his or her duties as an Official of our Party. This obligation shall continue to apply after a person ceases to be an Official of our Party and after a person ceases to be a party to our Constitution without limit in point of time but shall cease to apply to information ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law.

### ***Intellectual Property Rights***

11.42 Every person who is an Official of our Party shall disclose to the Chairman all copyright works, database rights works or designs originated, conceived, written or made by the Official of our Party alone or with others, (except only those works originated, conceived, written or made by the Official of our Party other than by reason of holding Office in our Party or other than in connection with or in the discharge of his or her duties as an Official of our Party), and shall hold them in trust for our Party until such rights shall be fully and absolutely vested in the Chairman or such other person or persons as the Chairman shall nominate as trustee or trustees on trust for either for The Founders Association in accordance with Clause 5.16 or for our Party as applicable.

11.43 Each Official of our Party agrees to assign to the Chairman as trustee or such other trustee or trustees nominated by the Chairman by way of future assignment all such copyright, database right, design right and other



proprietary right (if any) for the full terms thereof throughout the world as are required to be disclosed to the Chairman under Clause 11.29.

11.44 An Official of our Party shall, at the request of the Chairman, do all things necessary or desirable to substantiate the rights arising out of Clause 11.30 of the Chairman as trustee or such other person or persons nominated by the Chairman as trustee or trustees and each such Official of our Party irrevocably and unconditionally waives in favour of such trustee or trustees any and all moral rights within the meaning of the Copyright Design and Patents Act 1988.

### ***REPRESENTATIVES' CONTRACT***

11.45 No person shall stand as a representative of our Party in any public election for salaried public office, or hold such office, unless that person has entered into the Representatives' Contract with our Party as annexed to this Constitution as Annex 4 or such other contract as the National Executive shall approve from time to time.

## **12 SECTION 12 PUBLICATION OF PARTY LITERATURE AND USE OF INTELLECTUAL PROPERTY**

12.14 All publication of party literature at local level and on local initiative will require the consent of our Party's Director of Publicity. This consent may be obtained by either the prior submission of any such literature for inspection by our Party's Director of Publicity or by he or she granting to the local official concerned authority to print such literature as he or she sees fit.

12.15 The Chairman will reserve the absolute right to order to be withdrawn from distribution any item of party literature or other publicity material published which does not comply with the aforementioned rules or which, in its content or quality of production, does not reflect creditably on our Party.

12.16 The Chairman may regulate the use by an Individual Member, by an Association Member, by any Contact, by any Circle, by a Recognised Members Association or any other person, of any of the intellectual property specifically created for or used by our Party including without limitation such items of intellectual property as are referred to in Clause 5.16.

12.17 Unless expressly authorised in writing by the Chairman, or the National

Official of our Party with delegated responsibility therefor, no publication issued by any Member of our Party, (including without limitation any Individual Member or any Association Member), or by any Contact, by any Circle, by any Recognised Member Association or any party to our Constitution shall be published in the name of our Party or purport to hold out our Party as publisher.

12.18 Subject to compliance with Clause 12.1 any publication not authorised to be published in the name of our Party by the Chairman, or the National Official of our Party with delegated responsibility therefor, but to which Clause 12.4 shall apply shall be published in the name of the relevant Member of our Party, (including without limitation any Individual Member or any Association Member), the relevant Contact, Circle, Recognised Members' Association or the relevant party to our Constitution.

### **13 SECTION 13 STATEMENTS TO THE MEDIA**

#### ***National Communications Office and Regional Press Officers***

13.14 Save as to the exception set out in Clause 13.5 all statements to the media will be made through the National Communications Office or where appropriate by a trained and accredited Regional Press Officer.

13.15 Regional Press Officers shall be trained and appointed by the National Press Office and, subject at all times to oversight and control by the National Press Office, may deal with all media enquiries relating to their own Region, but not without prior authorisation deal with enquiries relating to events or issues nationally or in other Party Regions.

#### ***Internal Affairs***

13.16 No Individual Member of our Party may be interviewed by, or give any statement to, the news media on matters internal to our Party, including without limitation matters concerning his or her own membership, unless her or she has been given prior authorisation to do so by the National Communications Office.

#### ***Local Politics***

13.17 No Individual Member of our Party may be interviewed by, or give any statements to, the news media on matters of local politics unless her or she has been given prior authorisation to do so by his or her Regional Press Officer or the National Press Office.

13.18 The exception to the rule set out in Clause 13.4 is in respect of an Elected Representative, who may give interviews to local media outlets about his or her constituency work and about issues directly relating to that constituency or to the area covered by the local authority of which the constituency is a part and vice versa but no further.

### *National Issues*

13.19 No Individual Member of our Party may be interviewed by, or give any statements to, the news media on national issues unless he or she has been given prior authorisation to do so by the National Communications Office.

## **14 SECTION 14 ELECTIONS**

14.14 No British Homeland Branch or Group of our Party may undertake to contest any election, whether parliamentary or local government, without the prior consent of the Chairman or national official or Regional Organiser authorised by him.

14.15 All British Homeland Branches and Groups must submit their respective choice of candidate for approval to the Chairman or Regional Organiser or an Officer of our Party with delegated power from the Chairman to approve such candidates.

## **15 SECTION 15 ACTIVITIES**

15.14 No British Homeland Branch or Group may undertake to promote any activity on a scale requiring support from Members outside that Branch or Group without the prior consent of such Branch or Group's Regional Organiser.

15.15 In the same way no Party Region may undertake to promote any activity on a scale requiring support from Members outside that Party Region without the prior consent of the Chairman or of an Officer of our Party with delegated power from the Chairman in respect thereto.

## **16 SECTION 16 MEETINGS & BALLOTS**

### *Proof of Satisfaction of Conditions of Membership and Other Conditions*

16.14 In addition to any other requirements relating to the same set out elsewhere in our Constitution, an Individual Member in order to attend and vote at any Official Meeting of our Party or in order to be able to vote

in any Leadership Election may be required by the Chairman of our Party to prove satisfaction of:-

16.14.1 the following Conditions of Membership:-

16.14.1.1 Clause 4.18.3 (“the identity” condition);

16.14.1.2 Clause 4.18.3 (“place of abode” condition);

16.14.1.3 Clause 4.18.8 (“the age” condition);

16.14.1.4 Clause 4.18.9 (“the residency condition”); and

16.14.2 the following Requirements:-

16.14.2.1 the BH Voter Requirement; and

16.14.2.2 the BH Resident Requirement”.

16.15 An Individual Member may not be required to furnish proof of satisfaction of any of the above Conditions of Membership or the BH Voter Requirement or the BH Resident Requirement more than once to the Chairman in any twelve calendar month period.

16.16 For the avoidance of doubt and subject to our Party’s Data Protection Act 1998 compliance policy, the Chairman may request copies and shall be entitled to retain such copies for the records of our Party such documents as are produced by the Individual Member by way of proof of satisfaction of the conditions set out in Clause 16.1.

### ***Provisions for Attendance and Voting at Official Meetings and Ballots***

16.17 In order to acquire and retain the right to attend or vote at any Official Meeting of our Party an Individual Member must have not less than 2 years Continuous Membership of our Party and must satisfy the BH Voter Requirement; the BH Resident Requirement; the Contact Criteria; the Annual Visit Criteria; and the Adherence Criteria.

16.18 In order to acquire and retain the right to vote in any Leadership Election an Individual Member must have not less than 2 years Continuous Membership of our Party and must satisfy the BH Voter Requirement; the BH Resident Requirement, the Contact Criteria, the Annual Visit Criteria and the Adherence Criteria.

16.19 The BH Voter Requirement means that the Individual Member is

registered to vote or is entitled to be register to vote, (or would by the relevant voting age be so entitled), for any local authority or general or European Parliamentary election conducted in our British Homeland.

16.20 The BH Resident Requirement means that the Individual Member is in residency legally in our British Homeland.

16.21 The Contact Criteria means that the Individual Member shall have agreed to permit and shall have permitted individuals appointed by the relevant Branch Organiser or Group Organiser applicable to the area in which the Individual Member's principal place of abode is situated or if none then individuals appointed by the relevant Regional Organiser for the Party Region in which the Individual Member's principal place of abode is situated, being not fewer than nor more than two individuals, one female one male, to interview the Individual Member at, unless impracticable, that Individual Member's principal place of abode at a time and date agreed with the said appointees for a reasonable duration but not less than one hour for the purposes connected with initiating contact between our Party and each Individual Member and to welcome and induct an Individual Member into our Party; including without limitation for the purposes of protecting the health and safety of the Individual Members of our Party, the group integration and cohesion of our Party and the good reputation of our Party.

16.22 The Annual Visit Criteria means that an Individual Member shall have agreed to permit and shall have permitted individuals appointed by the relevant Branch Organiser or Group Organiser applicable to the area in which the Individual Member's principal place of abode is situated or if none then individuals appointed by the relevant Regional Organiser for the Party Region in which the Individual Member's principal place of abode is situated, being not fewer nor more than two individuals, one female one male, to interview the Individual Member at, unless impracticable, that Individual Member's principal place of abode at a time and date agreed with the said appointees, for a reasonable duration but not more than two hour and not more than once in any 12 month period for the purposes of conducting market research and Individual Member expectations, aspirations and satisfaction surveys.

16.23 Any Individual Member who was a Member of our Party on 18 October 2009 who prior to 12 March 2010 shall have been interviewed on behalf of our Party in his or her principle place of abode, or if due to reasons of impracticability at a place elsewhere, in accordance with the existing established good practise of a British Homeland Branch or Group shall be deemed for all purposes to satisfy the Contact Criteria for all purposes of

our Constitution.

- 16.24 The Adherence Criteria means that the Individual Member shall have first signed and delivered to the Chairman at any time not less than 28 days in advance of the first Official Meeting of our Party he or she wishes and is otherwise entitled to attend or if earlier the first Leadership Election in which he or she wishes to vote a statement in form required by the Chairman from time to time that the Individual Member in question bona fide agrees with and supports the Principles of our Party and with the proposition that each of the Nationalist Statements are in all material respects true and accurate (“Statement of Adherence”), and thereafter continues to bona fide agree with his or her Statement of Adherence.
- 16.25 Subject to Clause 16.13 the Chairman provided he or she is in receipt of an application for the grant of a waiver, if he or she thinks that it is in the interests of our Party and at his or her sole discretion, shall be entitled to waive the requirement on an Individual Member who wishes to satisfy the Adherence Criteria from the requirement to sign and deliver a Statement of Adherence in respect of a Principle of our Party in part and in respect of a Statement in full or in part.
- 16.26 The Chairman may not grant any waiver under Clause 16.12 unless the applicant for the waiver shall have at the time of grant 2 or more years Continuous Membership of our Party as an Individual Member.
- 16.27 An Individual Member’s signed Statement of Adherence shall be of no effect unless and until the Individual Member pays such fee for registration of the same with our Party as our Chairman shall from time to time determine.
- 16.28 An Individual Member who was a Member of our Party as at 18 October 2009 by reason of having been admitted to membership of our Party as an Individual Member on the basis that he or she agreed with and supports the Principles of our Party as at the date of his or her admittance shall be deemed for all purposes to have sign and delivered his or her Statement of Adherence at the date of the adoption of the 12.1 edition of our Constitution to the Chairman unless such Individual Member shall by notice in writing at any time to the Chairman opt out from the benefit of this Clause 16.15.
- 16.29 For the avoidance of doubt Clauses 16.4 to 16.5 and Clause 16.8 do not form part of the terms upon which our Party admits individuals to membership as Individual Members or the terms on which individuals are Individual Members and accordingly an individual’s admission to and

continued membership of our Party as an Individual Member is not and shall not be subject to Clauses 16.4 to 16.5 or Clause 16.8.

16.30 For the avoidance of doubt neither an applicant to membership of our Party as an Individual Member nor an Individual Member shall by virtue of being such an applicant or such an Individual Member or by virtue of being a party to our Constitution thereby have agreed or be deemed to have agreed in the terms of Clause 16.8.

### ***Rules Governing Party Meetings***

16.31 No rigid rules shall govern the holding or conduct of Official Meetings of our Party save as are set out in our Constitution.

16.32 No rigid rules shall govern the holding or conduct of Executive Meetings of our Party.

### ***Official Meetings of our Party***

16.33 Official Meetings and Executive Meetings of our Party shall be held as the occasion demands.

### ***Calling of General Member Meetings of Our Party***

16.34 In the event of the Chairman or the Advisory Council calling a General Members' Meeting, at least fourteen days notice prior to the date of the General Members' Meeting must be given to every Individual Member who is not a Probationary Member and who is otherwise entitled to attend and vote at a General Meeting of our Party with a copy of notification of the proposed motions, by post or by such other method as to notice as the Individual Member in question has previously consented, sent to that Individual Member's membership postal address or to such other relevant address of whatever type as is applicable to relevant method of giving notice.

16.35 General Members' Meetings may only be called by the Chairman or by the Advisory Council in accordance with Section 8 of this Constitution.

### ***Members' Resolutions***

16.36 Any Individual Member with the right to attend and vote at a General Members' Meeting who wishes to submit a resolution for consideration for inclusion on the agenda of a General Members' Meeting must have that resolution co-counter signed by a proposer and a seconder both of

whom must be a Voting Member, and must submit the resolution to the Chairman at the General Members' Meeting in question for the consent of the Chairman and at the Chairman's sole discretion for the submission of such resolution to that General Members' Meeting.

### ***Party Conferences***

16.37 For avoidance of doubt a Party Conference is not a General Members' Meeting of our Party and notwithstanding any other provision of our Constitution no General Members' Meeting of our Party may be called so as to be held at or contemporaneously or concurrently with a Party Conference without the Chairman's prior written consent.

16.38 Our Party shall hold a Party Conference as far as reasonably practicable once in each calendar year.

16.39 An invitation to attend a Party Conference may be issued to any person by the Chairman at his or her sole discretion.

16.40 For the avoidance of doubt every Voting Member has a right to attend a Party Conference.

### ***Duty to Speak English in England***

16.41 All business and interpersonal communications conducted at any Official or Executive Meeting of our Party or of any Branch or Group held in England, including any business or interpersonal communication conducted between Individual Members or between Individual Members and others at any such Official Meeting or Executive Meeting, shall be conducted at all times in English ("the duty to speak English").

16.42 A breach by an Individual Member of his or her duty to speak English whether at any Official or Executive Meeting of our Party or of any Branch or Group held in England shall entitle our Party to invoke our Party's Disputes Procedures and to treat the matter as a serious disciplinary offence.

## **17 SECTION 17 REVISIONS TO THIS CONSTITUTION**

### ***Protected Parts of our Constitution***

17.14 The Protected Parts of our Constitution are:-

17.14.1 Section 3 ("Purposes and Objectives of our Party");



- 17.14.2 Section 7 (“Elections to our Party’s Leadership);
- 17.14.3 Section 8 (“Our Party’s Advisory Council”);
- 17.14.4 Section 17 (“Revisions to Our Constitution”); and
- 17.14.5 any Clause that the Chairman shall at any time designate to be a Protected Part of our Constitution.

**AND** for the avoidance of doubt once a part of our Constitution becomes a Protected Part it cannot cease to be a Protected Part unless approved in the manner prescribed by Clause 17.2.

17.15 No change to any of the Protected Parts of our Constitution, for the avoidance of doubt other than as set out in Clause 17.8 and Clause 17.12, shall be made unless and until approved:-

17.15.1 by a two thirds or more majority vote in a General Members’ Meeting by the Individual Members entitled to attend and vote at a General Members’ Meeting present in person or if applicable by proxy; and

17.15.2 by the Founders’ Association acting by a two thirds or more majority vote in a general meeting of the members of the Founders’ Association entitled to attend and vote at such a general meeting present in person or if applicable by proxy; and

17.15.3 by a two thirds or more majority vote in a Voting Members’ Meeting by the Voting Members entitled to attend and vote at a Voting Members’ Meeting present in person or if applicable by proxy.

***Other Parts of our Constitution***

17.16 No change to any of the parts of our Constitution as are not Protected Parts shall be made unless and until approved:-

17.16.1 by the Chairman in accordance with Clause 17.5; or

17.16.2 in accordance with Clause 17.4.

17.17 A change to any of the parts of our Constitution as are not Protected Parts shall be made if and when such change is approved:-

- 17.17.1 by a 51% or more majority vote in a General Members' Meeting by the Individual Members entitled to attend and vote at a General Members' Meeting present in person or if applicable by proxy; and
- 17.17.2 by the Founders' Association acting by a 51% or more majority vote in a general meeting of the members of the Founders' Association entitled to attend and vote at such a general meeting present in person or if applicable by proxy; and
- 17.17.3 by a 51% or more majority vote in a Voting Members' Meeting by the Voting Members entitled to attend and vote at a Voting Members' Meeting present in person or if applicable by proxy.
- 17.18 The requirement for the approval of the Founders' Association in general meeting shall not apply in Clauses 17.2.2 and 17.4.2 in the event that no such meeting at which such the matter in question is put to a vote takes place within 30 days of the relevant General Members' Meeting or Voting Members' Meeting whichever of the two is the latest to occur.

#### ***Changes to our Constitution by the Chairman***

- 17.19 Subject to Clause 17.7 the Chairman, if he or she thinks it in is the interests of our Party, in particular in the interests of the functional efficiency of our Party, shall be entitled to amend any Clause, Schedule or Annex of our Constitution.
- 17.20 The Chairman shall not amend any of the Protected Parts of our Constitution save for an amendment that is permitted by Clause 17.8 or Clause 17.12.
- 17.21 Without prejudice to the generality of Clause 17.6 the Chairman may amend any Clause or Schedule or Annex of our Constitution except Section 3 ("Purposes and Objectives of our Party") to:-
- 17.21.1 correct any typographical or grammatical errors or any legal drafting errors;
- 17.21.2 correct the number of any Clause or of any Paragraph of any Schedule, or Annex and to re-establish the link of any orphaned clause numbering in a Clause or in a Paragraph of any Schedule or Annex with its parent clause;
- 17.21.3 give legal efficacy to the intention of any Clause or Paragraph of any Schedule or Annex and to do so as to give effect to such amendment

ab initio;

- 17.21.4 create a coherent and consistent use of defined words and phrases;
- 17.21.5 resolve any inconsistencies between the Clauses, Schedules and Annexes of our Constitution or any ambiguity in our Constitution provided that in respect of any Clause of our Constitution failing within the Protected Parts such change shall not materially alter the intention, implication or effect of such Clause;
- 17.21.6 create a consistency of language and of format style throughout our Constitution;
- 17.21.7 remove from a Clause or from a Paragraph of any Schedule or Annex any undue rigidity in our Constitution provided that such removal is by way of expansive addition to the original version with a view to accommodating the growth of our Party and provided that such expansion shall not materially diminish the intention, implication or effect of the original version; or
- 17.21.8 resolve any “outside of the parish” issues of our Party or any “loose ends” or dead ends” in our Constitution.
- 17.22 “outside of the parish” in Clause 17.8 means matters which are within the extent of the association that is our Party and which affect our Party or any of its Members and which are not expressly regulated by our Constitution but which the Chairman judges as requiring express regulation in interests of our Party.
- 17.23 “loose ends” or “dead ends” in Clause 17.8 shall have their respective common use meanings.
- 17.24 Without prejudice to the generality of the provisions of Clause 17.6 the Chairman, if he or she is of the opinion that it is in the interests of our Party to do so, may delete, permanently or temporarily, any Clause or series of Clauses, in whole or in part, from Part C of our Constitution (“Our Party’s Rules”) other than those that fall within the Protected Parts of our Constitution.
- 17.25 Without prejudice to the generality of the provisions of Clause 17.6 the Chairman may if he or she is of the opinion that a provision of our Constitution other than Section 3 (“Purposes and Objectives of our Party”) is or by reason of any change in law is likely to become illegal, void or invalid, make such changes to our Constitution as are no more necessary to ensure that the provision is not or is not likely to become illegal, void or

invalid provided always that the resultant provision is in the opinion of the Chairman in keeping with the Principles of our Party.

17.26 For the avoidance of doubt the power to add or subtract any statement from the Nationalist Statements vests absolutely in the Chairman.

### ***Date of Effect of Changes to our Constitution***

17.27 The adoption of the 12.1 edition of our Constitution by a majority vote at a properly convened General Members' Meeting and any insertion thereto made by the Chairman on even date shall be effective from the close of business on the day such vote is taken and any insertion or alteration made thereto by way of addendum or by edition reprint after 14 February 2010 but on or prior to the first publication of our Constitution on [www.bnp.org.uk](http://www.bnp.org.uk) shall be effective with immediate effect at the time the insertion or alteration was made.

17.28 Changes made by the Chairman to the 12.2 or later editions of our Constitution shall take effect immediately the same is made provided in the case of changes made by the Chairman such changes are published in a members' bulletin or by publication on [www.bnp.org.uk](http://www.bnp.org.uk) within twenty one days of such changes.

17.29 Official copies of the 12.2 and subsequent editions of our Constitution in the format as shall be required for all official business of our Party, which for the avoidance of doubt must be made available for inspection at every Official Meeting of our Party or of an Association Member, will be published and made available to Individual Members electronically as soon as possible and published in print and signed by our Chairman within thirty days of such edition being electronically published; and in the later case for purchase at a price determined by the Chairman.

### ***Numbering of and Addendum to Our Constitution***

17.30 Changes made by the Chairman to the 12.1 edition of our Constitution shall on each occasion changes are made be numbered as distinct versions sequentially as the 12.2, 12.3 12.4 edition of our Constitution and so forth.

17.31 Changes made otherwise than by the Chairman shall result in the renumbering of the edition of our Constitution sequentially (omitting 13<sup>th</sup>) as 14<sup>th</sup> edition version 1, 15<sup>th</sup> edition version 1 and so forth.

17.32 Where the Chairman is desirous of making an amendment to an edition version of our Constitution pursuant to his or her powers to do so which

does not warrant a reprint of our Constitution he or she may make such amendment by way of addendum to our Constitution until such times as there are sufficient addenda to warrant a reprint and renumber of the edition version of our Constitution.

## **18 SECTION 18 VOTING MEMBERS**

### ***Voting Members***

18.14 Subject to Clause 18.23 (“ceasing to be a Voting Member”) an Individual Member who was a Voting Member as at the date of the adoption of 12.1 edition of our Constitution remains a Voting Member.

### ***The Chairman’s prerogative***

18.15 Subject to Clauses 18.13 to 18.15 and Clause 18.17 the Chairman has the prerogative at his or her sole discretion to appoint any Individual Member to be a Voting Member or any Voting Member to be a Permanent Voting Member.

18.16 The Chairman may not exercise his or her power under Clause 18.12 to upgrade more than 12 Individual Members to be either Voting Members or a Permanent Voting Members in any one calendar year.

18.17 The Chairman may not exercise his or her power under Clause 18.12 in respect of any Individual Member who does not at the time that the Chairman proposes to exercise his or her prerogative satisfy the Adherence Criteria in full and without the benefit of a waiver.

18.18 The Chairman may exercise his or her prerogative under Clause 18.12 to appoint an Individual Member to be a Permanent Voting Member if he or she is of the opinion that the Individual Member to be so appointed has, of an exceptionally and extraordinary nature, supported the advancement of the Principles of our Party or supported the growth and success of our Party.

18.19 Examples of when the Chairman may exercise his or her prerogative to upgrade a Voting Member to be a Permanent Voting Member under Clause 18.12 include but are not limited to cases where the Voting Member in question:-

18.19.1 has a unique history of providing exceptional or extraordinary help and assistance to our Party;

18.19.2 has a unique and exceptional history of undertaking charity or community or legal work specifically for the benefit of any part of the Indigenous British, for the benefit of the permanent interests between the Indigenous British and the Civic British; or for the benefit of the Civic British;

18.19.3 has a Continuous Membership of our Party of not less than 25 years; or

18.19.4 has been a Recognised Activist for not less than 15 years.

18.20 The Chairman may exercise his or her prerogative under Clause 18.12 to appoint an Individual Member to be a Voting Member who at the time of appointment can not satisfy one or more of the conditions for appointment to be a Voting Member, except as provided by Clause 18.14, if he or she is of the opinion that the Individual Member to be so appointed has substantially or significantly supported the advancement of the Principles of our Party or the growth and success of our Party.

18.21 Examples of when the Chairman may exercise his or her prerogative to upgrade an Individual Member to be a Voting Member under Clause 18.17 include but are not limited to cases where Individual Member in question:-

18.21.1 is to be appointed as a Permanent Voting Member under Clause 18.12;

18.21.2 is an Overseas Branch Organiser who does not satisfy the BH Voter Requirement or the BH Resident Requirement;

18.21.3 satisfies all the conditions for appointment as a Voting Member except the requirement for 2 years of Continuous Membership of our Party; or

18.21.4 has supported the advancement of the Principles of our Party or supported the growth and success of our Party on par to that as is required to be appointed a Voting Member under Clause 18.2.

18.22 On appointment to be a Voting Member pursuant to the Chairman's prerogative the Voting Member in question shall be deemed to satisfy all the required conditions to be a Voting Member set out in Clauses 18.2 ("Conditions of Voting Membership") as at the date of his or her appointment, except as provided by Clause 18.14, and shall be deemed to continue so satisfy such conditions for all purposes save for the purposes

of Clause 18.23 (“Ceasing to be a Voting Member”).

18.23 An Individual’s Member’s appointment as a Voting Member or as a Permanent Voting Member pursuant to Clause 18.12 shall be effective on the date upon which his or her appointment is entered into our Party’s register of Voting Members or register of Permanent Voting Members respectively.

18.24 An Individual Member may be appointed by the Chairman pursuant to Clause 18.12 to be both a Voting Member and a Permanent Voting Member on the same occasion and in which case such appointment shall count as 1 appointment for the purposes of Clause 18.12.

#### ***Appointment of Ex- Chairman as a Permanent Voting Member***

18.25 A Chairman of our Party upon ceasing to be the Chairman of our Party by reason of a Leadership Election or by reason of a retirement resignation shall forthwith and automatically become upon so ceasing to be a Permanent Voting Member of our Party.

#### ***Ceasing to be a Voting Member***

18.26 An individual shall cease to be a Voting Member if he or she:-

18.26.1 shall cease for any reason to be an Individual Member;

18.26.2 shall have revoked or is deemed to have revoked his or her Statement of Adherence pursuant to Clauses 4.55 to 4.59;

18.26.3 shall cease to have 2 or more years of Continuous Membership of our Party;

18.26.4 fails (without good reason) to attend in any calendar year the number of training sessions that each Voting Member is required to attend as specified by the Chairman from time to time;

18.26.5 fails (unless exempt as a Recognised Activist) to make the prescribed financial contribution required of a Voting Member in any calendar year as specified by the Chairman from time to time; or

18.26.6 ceases to be a Recognised Activist pursuant to Clause 18.8.

18.27 “without good reason” in Clause 18.23.4 shall have the same meaning as that phrase is given in Clause 18.10.

### ***Ceasing to be a Permanent Voting Member***

18.28 A Permanent Voting Member is an Individual Member entitled to enjoy all the rights subject to the duties of the junior Office of our Party, the office of Voting Member, and once an Individual Member has been appointed a Permanent Voting Member he or she cannot cease to be a Voting Member unless and until he or she ceases to be an Individual Member or until he or she revokes or is deemed to have revoked his or her Statement of Adherence whichever is the first to occur.

### ***Voting Members' Matters***

18.29 Voting Members Matters are:-

18.29.1 any policy determination matter put to a vote at a Party Conference;

18.29.2 any matter put to a vote at a Voting Members' Meeting;

18.29.3 any matter expressly reserved to the Voting Members under our Constitution;

18.29.4 any matter delegated by the Chairman to the Voting Members or part thereof pursuant to Section 6; and

18.29.5 the matter of any increase in the number of appointments of Individual Members to Voting Member in any one calendar year pursuant to the Chairman's prerogative beyond the number specified in Clause 18.13.

18.30 No proposals to change or adopt any major policy by our Party are to be proposed to a General Members' Meeting until previously passed by a 51% or more majority vote in a Voting Members' Meeting or at a Party Conference by the Voting Members entitled to attend and vote at a Voting Members' Meeting present in person.

## **19 SECTION 19 MISCELLANEOUS**

### ***Notices and Other Forms of Publication***

19.14 Where any provision of our Constitution requires a notice, application, statement or similar to be given to the Chairman such notice, application, statement or similar shall be effectively given only if in writing and signed by the sender addressed to the Chairman c/o the Membership Secretary



and sent by post to the postal address for the Membership Secretary as detailed in the membership monthly bulletin or on [www.bnp.org.uk](http://www.bnp.org.uk) from time to time.

19.15 Any notice required to be given under our Constitution to any Individual Member for or on behalf of the Chairman or by any Official of our Party with delegated power therefor which relates to matters concerning the Individual personally shall be effectively given if delivered:-

19.15.1 in writing by hand whether on the Individual Member personally or at the address used by the Individual Member for membership purposes;

19.15.2 in writing by first class post to the address used by the Individual Member for membership purposes;

19.15.3 by email at the email address supplied by the Individual Member to our Party for receipt of communications from our Party (if any);

19.15.4 by fax at the fax number supplied by the Individual Member to our Party for receipt of communications from our Party (if any); or

19.15.5 in the case of notices not required to be given in writing by telephone at the telephone number supplied by the Individual Member to our Party for receipt of communications from our Party (if any).

19.16 Any notice required to be given under our Constitution to the Members of our Party or any part or group of the Members by our Party or by the Chairman or by any Official of our Party with delegated power therefor which relates to matters concerning the same as a whole shall be effectively given if delivered:-

19.16.1 in writing by any method written notice may be given above including by email or by fax;

19.16.2 in writing as a part of any membership bulletin; or

19.16.3 in writing as a page of the web site [www.bnp.org.uk](http://www.bnp.org.uk) providing that a reasonably prominent link to the same is displayed on the home page of [www.bnp.org.uk](http://www.bnp.org.uk).

### ***Effect of Termination***

19.17 The termination of an individual's membership of our Party as an Individual Member or an individual ceasing to be a party to our

Constitution howsoever arising shall be without prejudice to any right of action or claim our Party or any part thereof may have against such individual in respect of a prior breach by that individual.

19.18 For the avoidance of doubt all and any indemnity clauses and all or any limitation clauses under our Constitution shall survive an individual ceasing to be a party to our Constitution and shall continue to operate against and bind such individual.

### ***Third Parties***

19.19 Unless otherwise expressly stated elsewhere in our Constitution nothing in our Constitution is intended to confer any benefit on any person who is not a Member of our Party.

### ***Waiver or Release or Similar***

19.20 No waiver or release shall be of effect unless it is in writing and signed by or on behalf of the Chairman.

19.21 An individual who is a party to our Constitution shall pay on an indemnity basis the costs and expenses of our Party, of the Chairman, of any other Official of our Party, or of any Member acting in a representative capacity, including without limitation paying solicitors or other professional costs and expenses which are incurred or payable or likely to be incurred or payable (including without limitation before, during or after the end of that individual's membership of our Party as an Individual Member) in contemplation of or in connection with or resulting from or related to, directly or indirectly, any consent, waiver, release, approval or similar applied for by that individual under or in connection with our Constitution whether the same be granted, refused, allowed subject to any qualification or condition, or the application for the same shall be withdrawn.

19.22 Where a party is obliged to pay or indemnify our Party, the Chairman, any other Official of our Party or any Member acting in a representative capacity against any solicitor's or professional costs and expenses (whether under Clause 19.9 or any other Clause of our Constitution), that obligation shall extend to those costs and expenses assessed on a full indemnity basis.

### ***No Assignment***

19.23 Without prejudice to earlier clauses none of the parties to our Constitution shall be entitled to assign or purport to assign any of their rights or obligations arising under our Constitution without the prior written consent of the Chairman.

19.24 Any chose in action arising in connection with or out of our 12.1 or later edition of our Constitution and which at any time vests in an Individual Member and vests whether in a personal or representative capacity and which is the same or similar to a chose in action that vests in each and every Individual Member by reason that such Individual Members have the same or similar interests in the subject matter of the chose in action, shall, with the exception of all or any such chose in actions arising out or in connection with or relating to the Central London County Court matter Claim No 9CL06916, be and is hereby assigned to the Chairman.

19.25 Any choses in action that are assigned to the Chairman or any choses in action that may otherwise vest in the Chairman under or in connection with our Constitution or our Party may be assigned to any Party member as the National Executive shall determine and such member shall be entitled to enforce each such choses in action in the Chairman's stead.

### ***Non Transferable***

19.26 The rights of a party to our Constitution under our Constitution are personal and are not transferable save as set out.

19.27 Membership of our Party as a Member and the membership rights of a Member are not transferable, whether by transmission or otherwise.

### ***Prior Consent or Approval***

19.28 References to "prior consent of the Chairman" or words to similar effect are references to a prior written consent signed by or on behalf of the Chairman and references to the need for anything to be "approved by the Chairman" or words to similar effect are references to the need for a prior written approval by or on behalf of the Chairman.

19.29 The Chairman may make the grant of his or her prior consent or similar or the grant of his or her prior approval or similar which is reserved to him or her in connection with any matter under our Constitution subject to any conditions the Chairman shall think fit.

### ***Set Off***

19.30 Any monies due in respect of any Subscription or due pursuant to any indemnity arising under our Constitution shall be paid without right of set off or withholding and each party to our Constitution agrees to pay the same regardless of any claim such party may have.

### ***Interest***

19.31 Interest shall be payable on any sum due and payable by a party to our Constitution to our Party, other than a sum due in respect of a Subscription, that is not paid on its due date for payment at the rate of 4% per annum over the base rate of Barclays Bank plc from time to time payable from the due date for payment to the actual date of payment, both before and after judgment.

### ***Entire Constitution***

19.32 Our Constitution contains the entire agreement between the parties to our Constitution relating to the scope and conduct of the affairs of our Party and the relationship between each of the parties to our Constitution.

### ***Severability***

19.33 If any provision of our Constitution is or becomes illegal, void or invalid that shall not affect the legality and validity of the other provisions of our Constitution.

### ***Remedies***

19.34 Any remedy or right conferred upon our Party, any Individual Member acting in a representative capacity, any person acting as a trustee under or pursuant to the terms of our Constitution, the Chairman or any other Official of our Party may have against an Individual Member or party to our Constitution arising out any breach by the Individual Member or party to our Constitution of the terms and conditions of our Constitution shall be in addition to and without prejudice to all other rights and remedies available to it.

### ***Discretionary Remedies***

19.35 Without prejudice to any other Clause of our Constitution each party to our Constitution agrees that a breach by that party of our Constitution could cause injury to our Party, any Association Member, any Individual Member acting in a representative capacity whether of our Party or of any

Association Member, any person acting as trustee under or pursuant to the terms of our Constitution, the Chairman, any other Officer of our Party or to any other Official of our Party and that monetary damages would not be an adequate remedy.

19.36 Each party to our Constitution agrees that in addition to any other right and remedies, our Party and such others as are referred to above shall be entitled in the event of a breach or threatened breach by him or herself of our Constitution to seek injunctive relief against such party to our Constitution.

### ***Natural Justice***

19.37 The rules of natural justice do not apply to our Constitution or to the operation of any part of our Constitution or of our Party or of an Association Member.

### ***Mediation***

19.38 Any person who is a party to our Constitution shall attempt in good faith to resolve any dispute that person has or may have and which may arise out of or in connection with or in relation to our Constitution or any other matter which may arise out of or in connection with or in relation that person being a party to our Constitution or an Individual Member of our Party of whatsoever nature and howsoever arising promptly through discussions and negotiations between the person in question and with the Official or Officials of our Party with delegated responsibility therefor and with authority to settle such dispute or if none with the Chairman.

19.39 Without prejudice to any other Clause of our Constitution, if a dispute referred to above is not resolved through discussion and negotiations, the relevant party to our Constitution shall attempt in good faith to resolve the dispute through such Alternative Dispute Resolution ("ADR") procedure as the Chairman shall from time to time designate.

### ***Applicable Law***

19.40 The applicable law of our Constitution, subject to any contrary provision in our Constitution, shall be the Law of the English.

### ***Other Applicable Laws of the Indigenous British.***

19.41 [To be inserted]

## ***Jurisdictions***

19.42 Each party to our Constitution , subject to any contrary provision in our Constitution, irrevocably agrees that the courts of England, and such courts as are specified in Clause 19.33, shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration, mediation, or proceedings which may arise out of or in connection with or in relation to our Constitution or any other matter which may arise out of or in connection with or in relation to an individual being a party to our Constitution or an Individual Member of our Party of whatsoever nature and howsoever arising save that nothing in this Clause shall be taken to have limited the right of our Party and such others as are referred to in Clause 19.25 to bring proceedings in any other jurisdiction or jurisdictions whether concurrently or not.

19.43 For the purposes of Clause 19.32 each party to our Constitution irrevocably agrees that the Carlisle County Court and the High Court of London, as appropriate, shall be the relevant competent courts of England.

## **Incorporation of 3<sup>rd</sup> Addendum**

19.44 The inclusion and amending provisions of the 1<sup>st</sup> addendum to the 12.2 edition of the Constitution of our Party dated 28.07.10 are incorporated and apply to this the 12.3 and later editions of the Constitution of our Party as if the same were expressly written herein.

**AS WITNESS WHEREOF** the undernamed has signed this instrument under hand as the 12.2 edition of our Party's Constitution on the date last below written on behalf of himself and as the Chairman of our Party.

## SCHEDULE 1

### INTERPRETATION RULES

1 In our Constitution unless expressly provided otherwise:-

“**AC Member**” means as defined in Section 8;

“**Adherence Criteria**” means as defined in Section 16 Clause 16.11 as altered (if applicable) by waiver by our Chairman in accordance with our Constitution in respect of that Individual Member;

“**the Annual Visit Criteria**” means as defined in Section 16 Clause 16.9;

“**Association Member**” means any association whether incorporated or not falling within the class of associations listed in Section 2 Clause 2.4;

“**BH Resident Requirement**” means as defined in Section 16 Clause 16.7;

“**BH Voter Requirement**” means as defined in Section 16 Clause 16.6;

“**Branch**” means any geographical based association of Officials of our Party that is designated a Branch or Group within the meaning of Section 10;

“**British Diaspora**” as defined in Schedule 2 (“Expanded Definitions”);

“**British Homeland**” means as defined on Section 3 Clause 3.2.1 together with the offshore islands know as the Falklands, the Isle of Man and the Channel Islands;

“**Chairman**” means the Chairman of our Party from time to time who may be referred to as Chairman, the Chairman, our Chairman or Mr or Mrs or Ms Chairman;

“**Civic British**” means as defined in Schedule 2 (“Expanded Definitions”);

“**Conditions for Associates**” means the conditions set out in Clause 4.18 as if the same were denoted therein to be the Conditions for Associates instead of Conditions of Membership and, if not already in fact, as if the conditional provisions of Clause 4.67 had ceased to be conditional or as if the condition in Clause 4.67 had been satisfied and the provisions of Clause 4.68 had come into full force and effect;

**“Conditions of Membership”** means as defined in Section 4 Clause 4.18 and in respect of an Individual Member as altered (if applicable) by waiver by our Chairman in accordance with our Constitution;

**“Confidential Information of our Party”** means including but shall not be limited to the business activities; political activities; employee, activists or Officials of our Party manpower plans; management or administrative plans or decisions; political campaigns; funding or business strategies; election campaigns; marketing or fund raising plans or strategies; internal literature; training manuals; contact, donor, or members’ names, addresses and other details; databases, organisational structure, employee or supplier’s personal data including sensitive personal data; financial, accounting or banking records and systems; computer systems or software including computer passwords and access codes; and any other information marked confidential (or which an Official of our Party ought reasonable to have known was confidential) of our Party; of any of the Officials of our Party; or of any Elected Representative whether or not such confidential information is or was held by the same on trust for our Party;

**“Constitution”** means the 12<sup>th</sup> edition version 2 (“12.2 edition”) of the constitution of our Party including all schedules and annexes thereto and as amended from time to time;

**“Contact Criteria”** means as defined in Section 16 Clause 16.8;

**“Continuous Membership”** means as defined in Section 4 Clause 4.33;

**“Disputes Procedures”** means as described in Section 9;

**“duty of good faith”** means as defined in Section 5 Clause 5.2;

**“duty to co-operate”** means as defined in Section 5 Clause 5.4;

**“Electoral Commission”** means as defined in **PPERA**;

**“Elected Representative”** means an Individual Member who officially in our Party’s name in or for any part of our British Homeland holds office as an elected member of any form of local or offshore island government, or as a member of the Scottish Parliament, or as a member of the Welsh Assembly, or as a member of Stormont; or a member of the Dail Eireann; or as a member of a Parliament of England or any similar body, or as a member of the European Parliament, or as member of the Westminster Parliament; or in the name of any overseas Branch holds office as an elected member in any form of government at any level;



**“Executive Meeting”** means a meeting held to discharge or in pursuance of executive power;

**“Financial Scheme”** means the Financial Scheme maintained by our Party from time to time as approved by the Electoral Commission;

**“Fund Holder”** means a person authorised to be the holder of funds under our Party’s Financial Scheme;

**“General Members’ Meeting”** means a meeting of the Individual Members entitled to attend and vote at such a meeting;

**“Immediate Family”** means, mother, father, brother, sister, son or daughter related by blood and spouse or partner;

**“Indigenous British”** means as defined in Schedule 2 (“Expanded Definitions”);

**“Individual Member”** means an individual who is a Member;

**“Individual Members’ Matter”** means any matter put to a General Members’ Meeting that is not a Voting Members Matter;

**“Leadership Election”** means as the process of electing the Chairman as set out in Section 7;

**“Members”** means as defined in Section 2 Clause 2.4;

**“Nationalist Statements”** means those statements designed to illuminate the Principles of our Party or Indigenous British, Civic British, British Nationalist and or Other Nationalist thought as are set out in Annex 1 from time to time;

**“Office of our Party”** means any position, whether national, senior, intermediate or junior, involving any executive, regulatory, functionary, administrative, policy determinative or similar responsibility, obligation, duty, power and so forth created as or designated to be an Office of our Party pursuant to Section 6 or any other part of our Constitution or to which a power of appointment is grant pursuant to our Constitution and accordingly the phrase “Office in our Party” includes without limitation any such positions held by the Officers of our Party and by any Senior Official of our Party, plus the position of Fund Holder, Branch Organiser, Group Organiser, Contact, Voting Member, and any other such positions in our Party or in an Association Member;

**“Officers of our Party”** means the National Officials of our Party as defined in

Section 6;

**“Official Meeting”** means in respect of our Party either a Members’ General Meeting or a Voting Members’ Meeting or a Party Conference and in respect of a British Homeland Branch or Group means a meeting of the members of such Branch or Group;

**“Official of our Party”** means any person appointed to hold an Office of our Party, whether that office be a national, senior, intermediate or junior office;

**“Overseas”** means outside our British Homeland;

**“our Party”** means as defined in Section 2 Clause 2.2;

**“Party Central”** means the central administration Unit of our Party;

**“Party Region”** means a regional administration Unit of our Party;

**“Party to our Constitution”** means any person who is a party to our Constitution whether that person is also a Member;

**“Permanent Voting Member”** means as defined in Section 18 Clause 18.25;

**“PPERA”** means the Political Parties, Elections and Referendum Act 2000;

**“Principles of our Party”** means as defined in Section 3;

**“Probationary Member”** means as defined in Section 4 Clause 4.26;

**“Proscribed Organisation”** means as defined in Annex 2;

**“Protected Parts of our Constitution”** means as defined in Section 17;

**“Recognised Activist”** means as defined in Section 18 Clause 18.5;

**“Regional Organiser”** means as defined in Section 10;

**“Representations”** means as defined in Section 4 Clause 4.4;

**“Senior Official of our Party”** means a person appointed pursuant to Section 6 of our Constitution to hold Office in our Party at a senior level, being the offices of Regional Organisers and above but excluding Officers of our Party;

**“Statement of Adherence”** means as defined in Section 16 Clause 16.11;

**“Subscription”** means the admission consideration fee payable pursuant to Clause 4.1.1 or the fee or fees payable or paid by an Individual Member in consideration of admission to or in consideration of continuation of membership and in consideration of being a party to the benefit as an Individual Member subject to the burden of the agreement set out in our Constitution;

**“Voting Member”** means as defined in Section 18 Clause 18.2;

**“Voting Members’ Matters”** means matters reserved by this Constitution as the preserve of the Voting Members pursuant to Section 18 Clause 18.26;

**“Voting Members’ Meeting”** means a meeting of the Voting Members other than at a Party Conference the agenda of which contains only Voting Member Matters; and

**“Unit”** means as defined in Section 2 Clause 2.6.

2 Unless the context requires otherwise, references in our Part A, C or B of our Constitution or in a Schedule or Annex of our Constitution to Clauses, Sections, Schedules, Annexes or Paragraphs of Schedules or of Annexes refer to the relevant numbered Clause, Section, Schedule, Annex or Paragraph of the Schedule or of the Annex.

3 Words denoting the singular number only include the plural and words denoting a grammatical gender shall include all grammatical genders.

4 The headings in our Constitution document are inserted for convenience only and shall not affect the construction or interpretation of our Constitution.

5 References to “person” shall include any individual, firm, association, company or body corporate whether or the not the same is also a Member.

6 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

7 References to “to our Party” or “with our Party” or “of our Party” unless the context shall otherwise require means; to, with or of all of the Members subject to our Constitution and references to “to an Association Member” means to each and all of the members of that Association Member and in which all such members have the same or similar interests.

8 In the interpretation of our Constitution the purposeful or liberal rules of

interpretation shall apply and shall have primacy so as to give effect to intention of all or any part of our Constitution over giving effect to the grammatical construction of our Constitution.

9 The intention of all or any part of our Constitution is a matter of fact.

10 In the interpretation of our Constitution the rule of contra proferentem shall not apply.

Individual Members' ebook

## SCHEDULE 2

### EXPANDED DEFINITIONS

1 Subject to paragraphs 2 to 6 of this Schedule 2 in our Constitution the following words or expressions broadly have the meaning for our Party's purposes the meaning ascribe as follows:-

**“British Diaspora”** means all those persons spread throughout the world who identify themselves as principally being of British, English, Irish, Ulster Scot, Scottish, or Welsh ancestry including without limitation those who identify or refer to themselves as culturally and by descent as being Anglo Saxon or Anglo Celt;

**“Civic British”** means an individual, together with all other like individuals, who holds or is entitled to hold a passport issued by the United Kingdom of Great Britain and Northern Ireland or by the Eire; who is in residence legally in our British Homeland; and irrespective of the race, skin colour, national or ethnic origins or any combination of the same of such individual; is an individual who:-

- (a) identifies himself or herself, as his or her primary or overarching loyalty, as loyal to our British Homeland and to the Indigenous British;
- (b) adheres to or accepts the hegemony of the values, traditions, cultures, histories, languages, institutions, ways of life, laws, customs; manners, religions, idiosyncrasies and so forth of the Indigenous British in our British Homeland; and
- (c) accepts and recognises the existence of the Indigenous British as a distinct people and the entitlement, among other matters, of the Indigenous British to the full enjoyment of all rights as are referred to the 12<sup>th</sup> Principle of the Principles of our Party (Clause 3.2.12 “Statement of Principles”);

AND for the avoidance of doubt in the case of an individual who is not by descent or origin Indigenous British in determining whether that individual is Civic British it is irrelevant whether such individual or any of his or her forbearers entered into our British Homeland before, during or after 1948;

**“Indigenous British”** means together that group of nations and or communities historically indigenous to our British Homeland, being the first and aboriginal peoples of our British Homeland, and which group consists of the English, the Irish, the Ulster Scots, the Scots, and the Welsh racial groups and any sub sects of the same; and which racial groups it is believed by many are referred to as the

British and Irish ethnic groups in the ethnic group categories used for the purposes of the 2001 Census for England and Wales; and

**“Indigenous Peoples of Europe”** means all and any European racial groups historically indigenous to Europe and who have or had a homeland in Europe; in each case being that part of Europe that the racial group is historically indigenous to; whether or not such racial group is currently in occupation in whole or in part of such homeland.

2 For the purposes of our constitution national or ethnic racial group means as it means under the Race Relations Act 1976 a group composed of people whose racial origins lie in the racial group in question and who obtained membership of the racial group at birth by reason of direct linear and ancestral descent and in respect of which the issue of a person’s place of birth or citizenship is irrelevant.

3 For the purpose of our Constitution the phrase “historically indigenous” means those racial groups whose collective, common or shared ancestors are continuously traceable or are bona fide believed by members of such racial groups to be continuously traceable back in the case of:-

3.1 the Indigenous British, in our British Homeland before the commencement of the time of legal memory; and

3.2 the Indigenous Europeans, in Europe to or before the so called European Dark Ages.

4 The definition of the Indigenous British set out in this Schedule 2 is intended to have legal efficacy but for our Party’s purposes it is irrelevant whether such definition does or does not have legal efficacy in our British Homeland and accordingly our Party reserves absolutely the right to identify or describe the Indigenous British by any and all means as our Party shall see fit in exercise of our Individual Members’ inherent freedom of conscience, thought, belief, expression, opinion and or speech.

5 Our Party reserves absolutely the right to change the legal language, terminology and or concepts used in this Schedule 2 to describe the peoples our Constitution refers to as the Indigenous British to take into account developments, changes or disputes over or in the use or application of legal terminology, language, or concepts, in domestic or in international law, with the intent of creating greater legal efficacy in our definition of the Indigenous British, but for the avoidance of doubt neither the legal status of the Indigenous British nor that which makes a perceived racial group a racial group at law, whether in domestic or in international law, is, for our Party purposes,

determined by the correct application of such legal language, terminology or concepts but by the fact that the racial group in question, including the Indigenous British, has or enjoys or is perceived or believed by members of such racial group to have or to enjoy a collective, common or shared ancestry, characteristics, identities, histories, languages, traditions, religions, homeland, cultures, values, community, institutions, laws, ownership and or inheritance.

6 Our Party respects and acknowledges, as an absolute and exclusive right from which there can be no lawful derogation, the right of the members of each and every racial group, in particular all racial nations and all ethnic communities, to determine the membership of their own racial group, the right of such members to hold differing opinions and views on such matter and the right of such members to hold such differing opinions and views free from any persecution or harassment whether emanating from a state, its institutions or from private individuals or organisations in opposition to such opinions or views, and accordingly whether a particular individual is or is not a member of the Indigenous British is a matter for the Indigenous British and the Indigenous British alone.

**Signed by:-**

**Nick Griffin MEP  
The Chairman of the British National Party**

**The                      day of                      2010**

## ANNEX 1

### NATIONALIST STATEMENTS

#### meaning

#### INDIGENOUS BRITISH, CIVIC BRITISH, BRITISH NATIONALIST AND/OR OTHER NATIONALIST STATEMENTS

1. The English gave their name to England, the land of the English, not the other way round and while a Civic British identity can be claimed or ascribed without reference to ethnicity, being Indigenous British, that is English, Scottish, Welsh, Irish or an Ulster-Scot, is not a question of place of birth, but question of ancestral descent at birth.
2. The Indigenous British, the Britons, and their various sub groups, like all indigenous peoples throughout the world, are entitled to self associate to the exclusion of others, if and when they so choose.
3. The state of being indigenous, being a matter of descent and inherited culture rather than of residence, we recognise that members of the British Diaspora born and resident abroad remain Britons.
4. Indigenous peoples, (including therefore the Indigenous British), are entitled to be protected in their own homelands from any action which has the aim or effect of depriving them of their integrity as a distinct peoples, or of their cultural values or ethnic identities, from any form of forced assimilation or integration and from any form of propaganda designed to promote or incite racial or ethnic discrimination directed at them. (Extract from Article 8 United Nations Declaration of the Rights of Indigenous Peoples, signature thereto the United Kingdom of Great Britain and Northern Ireland).
5. The phrase “since 1948” in principle 3.2.2 of the Principles of our Party means since the enactment of the British Nationality Act 1948 and refers to no other event.



## ANNEX 2

### CODE OF CONDUCT

1 All persons occupying any positions of authority within our Party and thereby authorised to issue directives to the Members for the performance of tasks for our Party are expected to communicate such directives with courtesy and dignity, mindful of the fact that our Party is an organisation, not of conscripts, but of volunteers who for the most part give their services unpaid and are able to leave our Party at any time they wish.

2 All Members when engaged in party tasks are expected to act in accordance with whatever directives may be issued to them by the senior party official present, providing that such directives are reasonable, lawful and in compliance with the Constitution of our Party.

3 All Individual Members when present on party activities and functions are expected to be of clean and tidy appearance.

4 All Members are expected at all times to conduct themselves in a manner that will bring credit upon our Party and to refrain from any acts, whether from a party political or private motive and whether political or private in nature, which are likely to bring our Party into disrepute.

#### *Proscriptions*

5 The Chairman may proscribe individuals, organisations or publications which are so hostile to our Party, or whose views and/or behaviour are so likely to bring discredit upon our Party, that Members should have no contact with them.

6 Such a hostile individual, publication or group is thenceforth regarded as a rotten apple and proscription is the means by which they are prevented from contaminating others. Not only are the proscribed barred from attending party functions and activities, but Members are barred from attending events organised by them and barred from sharing platforms with them, distributing, promoting or advertising literature and electronic media produced by or in support of them, and promoting events at which they are known or – in the opinion of our Chairman – likely to be attending. Members are also barred from commenting on websites, social media and forums which, in the opinion of the Chairman, support a proscribed individual or group. Members are barred from allowing their name to be used in such a way as indicates support for a proscribed individual or group. Breach of a proscription by a Member will be regarded as a disciplinary offence.

7 Proscriptions shall come into effect on publication on the Party website ([www.bnp.org.uk](http://www.bnp.org.uk)) and remain in force until further notice. A full list of proscribed individuals and groups appears on the Party's website.

8 No Member is permitted to present as our Party policy any political viewpoint that has not been adopted as such. Any Individual Member, when presenting any viewpoint which differs from the adopted policy of our Party, must stress that that viewpoint reflects only their own private opinion and is not part of any policy adopted by our Party. No other Member may present a viewpoint that differs from the policy adopted by our Party.

9 Every Member has the right to express criticism or dissent on matters internal to our Party and to work, within the framework of the Constitution, to achieve internal change within our Party.

10 Individual Members are expected to take concerns to their local or regional organiser and they in turn, should a quick resolution not be possible, to take it on to the Advisory Council. Further, an AC Member so approached must raise the subject at the next Advisory Council meeting or in communication with the Chairman and other AC Members.

11 An AC Member or Official of our Party or of a Branch who airs criticism or dissent publicly or to subordinate members without first exhausting the proper channels shall be guilty of a serious disciplinary offence. As a general rule, good news should be passed to subordinate Individual Members while problems and criticisms should only be passed to the more senior Officials of our Party.

12 The spreading of false or malicious rumours shall be considered an offence against this Code of Conduct. So too shall be the deliberate causing of disruption to the working of our Party.

13 No Member shall transmit by any means – written, verbal or electronic – to another person or organisation matters that are internal to our Party unless prior permission has been given by a member of the Advisory Council or a Regional Organiser not on the Advisory Council.

14 No Member shall call any activity or meeting beyond their position of authority. Any such call shall be considered an offence against this Code of Conduct.

15 Non-compliance with any part of our Constitution is an offence against this Code of Conduct.

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## ANNEX 3

### **THE TEXT ORIGINALLY PROPOSED TO BE THE 3.2.2 PRINCIPLE OF OUR PARTY.**

“We stand for the preservation of the national and ethnic characteristics of all indigenous peoples in their own homelands throughout the world.

We are implacably opposed to the promotion by any means of any form of integration or assimilation of any indigenous peoples, including the Indigenous British, which is or is likely to deprive such peoples of their integrity as a distinct people or the distinctiveness of their cultural values or of their ethnic or national identities or characteristics.

We are therefore each duty bound, as our own consciences shall dictate, to oppose the promotion of any form of integration or assimilation which is or is likely to have such an effect on the Indigenous British.”

Individual Member

## ANNEX 4

### THE STANDARD PROVISIONS OF THE CONSTITUTION OF A BRITISH HOMELAND BRANCH OR GROUP

#### *Interpretation*

1. For the avoidance of doubt words and phrases defined in Part A of our Constitution shall have the same meaning in this Annex 4.

#### *Associates of Branches or Group*

2 After three calendar months of Continuous Membership of our Party an Individual Member who satisfies the Conditions for Associates, the UK Voter Requirement; the UK Resident Requirement; and the Contact Criteria may become eligible to enjoy those goods, services and facilities that the British Homeland Branch or Group applicable to the area in which the Individual Member's principal place of abode is situated shall from time to time make available to eligible Individual Members by reason of being eligible Individual Members of our Party.

3 Any Individual Member who shall be eligible within the meaning of paragraph 2 to enjoy the goods, services and facilities as are referred to in paragraph 2 above and who wishes to become entitled to so enjoy, subject to any other paragraph of this Annex 4 or other provision of the constitution of the relevant British Homeland Branch or Group, shall give notice to that effect to the relevant Branch Organiser or Group Organiser.

4 Any Individual Member who becomes eligible to enjoy the goods, services and facilities as are referred to in paragraph 2 above and gives or is deemed under the provisions of this Annex 4 to have given notice in accordance with paragraph 3 above shall be designated an associate of the relevant British Homeland Branch or Group.

5 Any Individual Member who was a Member of our Party on 18 October 2009 shall be deemed for the purpose of paragraph 3 to have given the required notice in writing to the Branch Organiser or Group Organiser with effect from 9 April 2010.

6 Any Individual Member who was a Member of our Party on 18 October 2009 and who prior to 12 March 2010 shall have been interviewed on behalf of our Party in his or her principle place of abode, or if due to reasons of impracticability at a place elsewhere, in accordance with the existing established good practise of a British Homeland Branch or Group shall be deemed for all

purposes to satisfy the Contact Criteria for the purposes of paragraph 2 above.

7 No individual may be or continue to be an associate of a British Homeland Branch or Group unless he or she is also at the same time an Individual Member.

8 An Individual Member may not be an associate of more than one British Homeland Branch or Group nor without the prior written consent of the Chairman be an associate of a Branch or Group that is not applicable to the area in which the Individual Member's principal place of abode is situated.

### ***Suspension of Associate Status***

9 Any suspension of membership of any Individual Member under our Constitution shall automatically suspend for a period of identical duration the enjoyment by that Individual Member of the goods, services and facilities connected with or arising out of being an associate of a British Homeland Branch or Group.

### ***Associate Access to Meetings and Training***

10 Subject to any other requirements set out in this Annex 4 or of any other provisions of the constitution of the relevant British Homeland Branch or Group, in order to attend at any Official Meeting of the British Homeland Branch or Group which is open to associates or to attend any training session which is open to associates of a Branch or Group an Individual Member may be required by the relevant Branch Organiser or by the Group Organiser as applicable to prove satisfaction of:-

10.1 the following Conditions for Associates :-

10.1.1 Clause 4.18.3 ("the identity" condition);

10.1.2 Clause 4.18.3 ("place of abode" condition);

10.1.3 Clause 4.18.8 ("the age" condition);

10.1.4 Clause 4.18.9 ("the residency condition"); and

10.2 the following Requirements:-

10.2.1 the BH Voter Requirement; and

10.2.2 the BH Resident Requirement".

11 An associate may not be required to furnish proof of satisfaction of any of the conditions or requirements set out in paragraph 10 above more than once to relevant Branch Organiser or the relevant Group Organiser in any 12 calendar month period.

12 For the avoidance of doubt and subject to our Party's Data Protection Act 1998 compliance policy, the Branch Organiser or Group Organiser as applicable may request copies and shall be entitled to retain such copies for the records of our Party such documents as are produced by the Individual Member by way of proof of satisfaction of the conditions and requirements set out in paragraph 10 above.

13 Subject to paragraph 10 above, after an Individual Member has been an associate of a British Homeland Branch or Group for three calendar months the Individual Member may attend any Official Meeting of that Branch or Group which is open to associates.

14 Subject to paragraph 10 above, after an Individual Member has been an associate of a British Homeland Branch or Group for three calendar months he or she has the right to attend any training sessions run within the next twelve months which is open to associates of British Homeland Branches and Groups and for which he or she otherwise satisfies the relevant entrance requirements.

15 Subject to paragraph 10 above, after an Individual Member has been an associate of a British Homeland Branch or Group for twelve calendar months and provided he or she also satisfies the Annual Visit Criteria he or she has the right to attend any training sessions run within the next twelve months which open to associates of British Homeland Branches and Groups and for which he or she otherwise satisfies the relevant entrance requirements.

***Refusal or Termination of Associate Status.***

16 For the avoidance of doubt an Individual Member may at any time terminate his or her position as an associate of a Branch or Group without thereby resigning as an Individual Member of our Party.

17 Subject only to the Chairman's inherent power of veto or power to revoke or otherwise overturn a decision of a Branch Organiser or Group Organiser pursuant to Clause 6.1 of our Constitution, a Branch Organiser or a Group Organiser of a British Homeland Branch or Group may at his or her discretion and without giving any reason therefore refuse or terminate the eligibility of Individual Member to be an associate of such Branch or Group if he or she considers such refusal or termination to be in the interest of such British Homeland Branch or Group.

18 Examples of when a British Homeland Branch Organiser or Group Organiser would consider the refusal or termination of admission of an Individual Member as an associate of a Branch or Group under paragraph 17 to be in the interest of such British Homeland Branch or Group above include but are not limited to circumstances where in the judgment of such Branch Organiser or Group Organiser that Individual Member's conduct, declared opinions or stated purposes for seeking to be eligible or for being an associate is not compatible with :-

18.1.1 the Conditions for Associates;

18.1.2 the Principles of our Party;

18.1.3 the Nationalist Statements;

18.1.4 the health and safety of any of the members or associates of such Branch or Group: or

18.1.5 being an associate of such Branch or Group generally.

### ***Rules Governing Official Meetings of a Branch or Group***

19 No rigid rules shall govern the holding or conduct of Official Meetings or Executive Meetings of a British Homeland Branch or Group save as are set out in this Annex 4 or otherwise provided for in the constitution of such Branch or Group.

### ***Official Meetings of a Branch or a Group.***

20 Official Meetings and Executive Meetings of a British Homeland Branch or of a Group shall be held as the occasion demands.

21 No Official Meeting of a British Homeland Branch or Group may be held in residential or domestic premises.

22 Any meeting of any of the members of a British Homeland Branch or Group and or of any associates of a Branch or Group held in residential or domestic premises is a private meeting of the individuals present and is not and shall not be an Official Meeting of a British Homeland Branch or Group.

23 Any Official Meeting of a Branch or Group may be open or closed to guests as the Branch Organiser or Group Organiser shall determine on the occasion each such Official Meeting shall be called.



24 Any Official Meeting of a Branch or Group may be open or closed to associates as the Branch Organiser or Group Organiser shall determine on the occasion each such Official Meeting shall be called.

**INDIVIDUAL MEMBER'S NOTES :-**

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