

Chester and District Radio Society

Terms of Office of Asset Manager and Rules for Loan and Care of CDRS Assets

The following terms will operate subservient to the Society's Constitution and Asset Policy. On first acceptance they must be consistent with both; if a subsequent change in the Constitution or in the Asset Policy renders them no longer consistent in all respects, the part(s) of these terms in conflict will be inoperative, and no circumvention will be deemed authorised, until a quorum of the Society's Committee makes an appropriate amendment to the terms or to the Asset policy, or an AGM or EGM of the Society resolves the constitutional issue .

In the following text, the term 'Manager' used alone means the Asset Manager for the Society.

1. Appointment

1.1 The Committee appoints an Asset Manager on the understanding that the Manager's knowledge, availability and resources at the time of appointment are, and will remain for the Manager's tenure, of appropriate benefit to the Society.

1.2 The Manager will be the appointee of the Committee, but not a member of it unless elected at an AGM or co-opted under the rules of the Society's Constitution.

2. Manager's Responsibility for Assets

2.1 Assets falling under these terms are limited to all electronic and radio equipment bought by or donated for the Society for use at its meetings and/or for loan to members for activities (but only exceptionally audio/visual equipment and electrical appliances including portable power conversion) in a complement agreed from time to time between the Committee and the Manager.

2.2 It is the Manager's responsibility in accepting the appointment to satisfy himself/herself that he/she can accommodate, handle and operate the assets in between loan arrangements, without taking on unacceptable hazard and that existing insurance will not be invalidated.

2.3 The Manager must agree to the value of each asset on initial acceptance of its safe keeping, and subsequently after routine asset reviews by the Committee. While the Manager's opinion regarding the asset value will be given due weight by the Committee, it is the Committee's responsibility to arrive at a valuation following the assessment procedure as per the Society's Asset Policy, and that valuation is the one to be applied.

2.4 The Manager may dispose of an asset only if asked to do so as the outcome of a Committee meeting, and then only by the route(s) approved as part of the outcome. The Manager is not required to organise disposal under these terms, but may agree to do so, if he/she can meet all requirements of UK Law, and those of the Society as represented by the Committee's decision.

3. Insurance and Storage

3.1 The Manager shall not be required to create new storage space, or add to his/her insurance provisions, in order to do the job.

4. Recording and Maintenance of Assets

4.1 The physical and functional condition of an asset should be recorded on first receipt after appointment, prior to loan to a Society member and on subsequent receipt after the loan. The

Manager will be entitled to include identification (as within the limit set out in paragraph 5.1) of the member or predecessor handing over the asset. The amount of detail regarding condition needs to be sensible but not enough to make the procedure unworkable or, on its own, to invite disputes. Examples re physical condition are: parts missing, loosened structural or internal fasteners, disfiguring damage or scratching over and above normal wear and tear, damage to protective covers or windows, unsafe mains leads, damage causing loss of functionality (e.g. broken connectors). In order to keep this record complete and of proper usefulness, assets issued by the Manager should be returned to him/her before loan to another member. Functional condition would not cover calibration issues except when an asset's range of operation cannot fulfil the design remit without invasive service or internal adjustment. It would be classified broadly into (i) disabling faults, (ii) minor impairments (loss of secondary functions), (iii) needing non-invasive adjustment only and (iv) ready for use.

4.2 The Manager will make information regarding the whereabouts and state of all assets covered by these terms available for regular Committee meetings: at agreed intervals; also, promptly, on request from the Committee or if the condition of an asset has deteriorated in any way.

4.3 The Manager does not undertake to provide, directly or indirectly, traceable calibration standards; any procedure requiring traceability will need to be sanctioned by the Committee, who will be responsible for meeting the cost from the Society's funds.

4.4 All detachable accessories are to be listed as a component of the asset and their condition recorded before and after issue (see note on condition above). If it proves desirable to make an accessory (eg an active antenna) stand-alone for general use including loan, the accessory will need to be recorded as an asset in its own right and removed from the parent asset record. The asset will need its own unique identifier (serial or asset number label); accordingly, any essential but inexpensive accessories such as banana plugs and easily obtainable leads should remain with the parent, preserving a complete operational kit, and others provided for separate use.

5. Data protection and Confidentiality

5.1 The Manager's asset record will contain only enough to identify the borrowing member (surname, initials; callsign; shortest possible extract from address if there are two or more members with same name and no callsign); all other personal detail the Society is entitled to hold will be kept uniquely by the Secretary or Membership Secretary elected by AGM, or appointed to fill a vacancy, as set out in the rules of the Society's Constitution.

5.2 The Society reserves the right, subject to provisions in Law, to keep a record of disputes, and their outcomes, regarding loan of equipment, for the sole purpose of learning from mistakes, subsequently avoiding them and safeguarding the assets and legitimate interests of the Society (including the interests of borrowers). Any record held under this provision may, within the limit stated in paragraph 5.1, identify borrowers currently or previously in dispute over handling and use of assets, and such identification will form part of the asset record, not of membership records. The Committee and the Manager are not at liberty to identify, directly or indirectly, anyone by association in this record, or along with details of the case, to anyone else without the permission of the person(s) concerned, except to meet the requirements of legal or constitutional proceedings of redress.

5.3 The Manager will take all due care not to disclose any asset value determined by the Committee except to members of the Society, or as part of a joint exercise involving the use of the asset(s) and as authorised by the Committee; to communicate to persons receiving this information that it is given in confidence, and not to communicate his/her own differing opinion on the Society's assets and their values to non-members.

6. Borrowers' entitlement and obligations

6.1 In accepting the loan of any of the Society's assets, a borrower accepts responsibility, at all times for the duration of the loan, for

- safe handling and use of the asset within its design remit regarding power supply, environment and signal input/output;
- supervision of any use by another person (who may not be a Society member, but who must be known to the borrower to be competent to use the asset and reliable), such that this use will be equally appropriate;
- keeping the asset in his/her own care and ensuring it is not lent to another person;
- keeping the asset out of action, and with safety maintained, if it becomes faulty, or damage occurs, in addition to such shortcomings known to the borrower when he/she received it, and reporting the change to the Manager, or if the Manager cannot be contacted, a Committee member, at the earliest opportunity. The Manager or Committee Member may then approve continued use, with any relevant restrictions, or require return of the asset without delay;
- returning the asset, including all accessories lent with it, within four weeks, or within an alternative loan period (eg for longer-term storage) agreed when the asset was borrowed, or – in other circumstances set out in this clause – following a request from Manager or Committee member acting on the Manager's behalf. The borrower must be willing to accept foreclosure of the loan if the asset develops a new fault, is damaged while the loan is in force, or is needed for an occasion involving the Society with the RSGB or another RSGB-affiliated or voluntary organisation. If a request for foreclosure is to come from a Committee member, and the Manager would have been available to act, the request must first have been approved at a Committee meeting. No ordinary member, or Committee member lacking the authority of a Committee meeting, can demand the return of an asset unless the asset is known to be subject to actual or likely misuse or neglect, loaned to a non-member, or the Society is meeting a charge on its assets or is being wound up.

7. Redress In Case of Accident

7.1 If a borrower, or any person who obtains access to the asset on loan, suffers injury or his/her own equipment is damaged in an operation in which the Society's assets loaned to him/her were in use, the Society will not be liable to compensate the borrower or other person.

8. Use of Facilities owned by the Manager or Persons Assisting the Manager

8.1 The Manager's facilities are offered to the Society as agreed on appointment. The Manager, if competent and suitably equipped, may undertake maintenance of the assets, subject to the approval of the Committee for each predefined round of work required and for any substitution of parts. In undertaking work, the Manager accepts risk to his/her equipment arising from his/her own errors or from faults in the Society's assets which were present at the time the work started. However, the Manager is not obliged to put his/her facilities at such risk, but if undertaking the work, will be expected to protect his/her equipment with reasonable care. If a new fault causes damage to the Manager's equipment, not arising from the initial fault or from a mistake by the Manager, the Committee may at their discretion offer reasonable compensation to the Manager. (Examples: failure of dc blocking, or overvoltage protection, in the equipment being serviced; output of transmit-level RF from a transceiver in receive mode.)

8.2 The Manager is not assumed to be expert, or equipped, in all branches of the Society's activity, and may enlist the expertise of another member, with the member's agreement, to solve a problem with any of the Society's assets in his/her charge. The member, if his/her co-operation extends to it, may likewise use his/her own facilities (workshop, test equipment etc) on the asset, subject to approval by the Committee after prior consultation direct or via the

Manager. The Manager will not then impede this work without reasonable grounds (such grounds may include being kept unnecessarily out of the information chain, or a case where part/all of work is approved of neither by him/her nor by the Committee). In case of disagreement, the Committee makes the final ruling. Acceptance of risk of damage applies to the member as to the Manager.

8.3 Responsibility for health and safety in connection with repair and maintenance work extends to the person(s) doing the work, while operations proceed; when work is interrupted, those last doing the work are responsible for leaving the equipment safe to be handled by others, trained or not, and carrying a label warning of any hazard now present in the asset but not present when it was new.

9. Handover procedure in case of retirement from or termination of appointment

9.1 The Manager may stand down from the appointment at any time, and with two months' notice to the Committee, be discharged of obligation to hold and further record any of the Society's assets, provided that records are up to date at the time and there are no unresolved issues in respect of the state or whereabouts of the assets. Such issues will persist between the retiring Manager and the Society until resolved, irrespective of handover of the appointment to another Manager.

9.2 If the retiring Manager has used a database to keep records, he/she is expected to assist his/her successor (or a member of the Committee, if a successor has not been found), in as effective a transfer as possible by providing the database source file, though not the application package running it; or if the successor does not have an application package able to accept the database, a hardcopy of the entire asset record, including any records in the database applicable to tenure of the retiring Manager's predecessors. Likewise, hardcopy records held by the retiring Manager and not in the database must be handed to the successor or Committee member. The retiring Manager may retain a backup copy for a month after retirement, or up to the date of the next Committee meeting, whichever is later, but thereafter, in the interest of data protection, must hand the backup over to the successor or Committee member or, if it is not required by either successor or Committee, destroy it.

9.3 The Committee may require the Manager to stand down without a period of notice in the event of his/her (i) subjecting the Society's assets to misuse or neglect at his/her own hands (ii) neglecting to keep proper records (iii) wilfully ignoring warning signs of asset failure which lead to or are an enabling factor in creating personal hazards or cumulative repair costs; (iv) unreasonable treatment of a borrower; (v) failure to make a healthy asset not on loan available to a member competent to use it, within a reasonable time, or an asset in any state, and not on loan, available to the Committee; or, in accordance with the Society's Constitution, (vi) acting unlawfully or in a manner with the potential to bring disrepute to the Society.

Dated 12th May, 2010.