

## **Rules and Bye-Laws of the**

**Thames Sailing Club  
Portsmouth Road  
Surbiton  
Surrey KT6 4HH**

The rules are divided into the following sections:

1. Names and Objects
2. Officers
3. Membership
4. Management Committee
5. Trustees
6. Meeting of the Club
7. Dissolution of the Club
8. Communication
9. Bye-Laws.

### **Addenda**

10. Advisories (recommendations)
11. Sailing Instructions

## Section 1 Name and Objects

- 1.1 The name of the Club shall be 'Thames Sailing Club' (hereinafter referred to as the Club). **The Club Burgee** shall have a white background with a dark blue cross and a red fowl anchor in the centre of the cross. Flag Officers and past Commodores may fly swallow-tailed burgees, but in the upper canton next to the mast the Vice Commodore shall display one red ball, the Rear Commodore two red balls, and past Commodores a red X.
- 1.2. The Club, established in 1870, exists to promote and facilitate the sport of sailing and also to provide social and other facilities for members as may be from time to time determined. It shall be stationed at Surbiton.

## Section 2 - Officers

Officers of the Club

- 2.1 The Officers of the Club shall be drawn from those members eligible to vote, and shall consist of a Commodore, a Vice-Commodore, a Rear-Commodore, (the Flag Officers), and an Honorary Secretary and Honorary Treasurer. Officers shall be elected at the Annual General Meeting (AGM) in each year and shall hold office for one year, retiring at the termination of the next following AGM. Flag Officers shall be eligible for re-election for a maximum of three years in any one post, and may be eligible to be considered again after a three year gap.

The Club may also on occasions choose to elect a President, and no more than 2 Vice-Presidents for significant service to the club.

- 2.2 The **Honorary Secretary** shall:-

Duties of the Honorary Secretary

- 2.2(a) Keep a register of Club members' names and addresses;
- 2.2(b) Conduct the correspondence of the Club;
- 2.2(c) Keep custody of all Club documents and valuables;
- 2.2(d) Organise the date, time and location of Special or Extra General Meetings (hereinafter known as General Meetings) requested by a minimum of 15 voting members of the Club as per Rule 6.4;
- 2.2(e) Keep full minutes of all meetings of the Club, the General Committee (GC) as defined in Section 4, and any sub-committee(s) which shall be confirmed, and signed by the appropriate Chairman upon the agreement of the Club, the GC or sub-committee(s) at the next meeting of the Club, the GC or sub-committee(s);
- 2.2(f) Effect such insurance policy or policies as may be agreed are needed to fully protect the interests of the Club, its Officers, its

Trustees and its members;

- 2.2(g) Liaise with any Legal Advisors that the Club may appoint to act on its behalf to ensure that the Club's affairs are managed in accordance with current law.
- 2.2(h) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.
- 2.3 The **Honorary Treasurer** shall:-
- Duties of Honorary Treasurer
- 2.3(a) Under the direction of the GC, manage the Club's finances in a manner ensuring that the Club is not exposed to financial risk;
- 2.3(b) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club;
- 2.3(c) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time
- 2.3(d) Prepare an Annual Balance Sheet at the end of each financial year as defined in the latest edition of the Club's Bye-Laws, and cause such Balance Sheet (and accounts as necessary) to be audited at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the AGM.
- 2.4. The **Honorary Auditor** shall:-
- Duties of the Honorary Auditor
- 2.4(a) Be appointed at the AGM in each year and shall be an appropriately qualified member of the Club;
- 2.4(b) The Honorary Auditor shall audit the accounts of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the GC;
- 2.4(c) If the Honorary Auditor is unwilling or unable to act, he/she should inform the Honorary Secretary, and the GC shall appoint a substitute to hold office until the termination of the next AGM.

### **Section 3 - Membership**

- Categories and Votes of Membership
- 3.1. There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder. The rights and privileges of each category of members are as defined in the latest edition of the Bye-Laws of the Club (Section 9). An applicant who is approved for membership by the GC will become a Member only upon full payment of the appropriate level of Membership Fees.
- 3.1(a) **A FULL MEMBER** - being a person who, at the date of election, has attained the age of 18 and shall have one vote.
- 3.1(b) **A FAMILY MEMBER** - which expression shall include husbands

and wives, established co-habiting partners and any children up to the age of 18 within that family unit. Each family shall be entitled to a maximum of two votes, although one family member will not be entitled to vote on behalf of another. No family member under 18 is entitled to vote.

- 3.1(c) **A JUNIOR MEMBER** - who at the date of election, shall be under the age of 18 and shall have no vote. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a family member. Junior Members shall have an adult Member to act as a guardian if a parent is not a Club Member.
- 3.1(d) **A STUDENT MEMBER** – who at the date of election shall be a full time student, not in receipt of a salary, and over the age of 18 and under the age of 21, and shall be entitled to one vote. This category of membership may be extended to a maximum age of 25 for those in continuing full time education provided that the member joined the club before the age of 21 and has maintained continuous membership.
- 3.1(e) **A SOCIAL MEMBER** - who at the date of election shall be over the age of 18 and shall have no vote.
- 3.1(f) **A COUNTRY MEMBER** - who at the date of election shall live more than 50 miles from the Club, shall be over the age of 18 and shall have no vote.
- 3.1(g) **A TEMPORARY MEMBER** – shall be accepted on the basis that they remain a Temporary Member for no longer than three calendar months from the date of approval by the GC, or by two Club Officers if the application is urgent. Temporary Members shall have no vote.
- 3.1(h) **AN HONORARY LIFE MEMBER** – who shall be elected by the GC only for exceptional and outstanding services to the Club and shall be limited in number. Honorary Life Members shall be entitled to one vote.
- 3.1(i) **AN HONORARY MEMBER** - who shall be a retired Commodore of the club, may enjoy the title for life and be entitled to one vote. A retiring Commodore may serve as an **ex officio member** of the GC in the year immediately following his retirement.
- 3.1(j) **AN HONORARY ASSOCIATE MEMBER** – who shall be an Officer of another RYA affiliated club, or a dignitary or person of particular interest.
- 3.1(k) No candidate for membership except a **TEMPORARY MEMBER** may use the Club premises, or any of the facilities of the Club until the GC has approved the membership and appropriate fees paid.
- 3.2 The rate of entrance (if any) and subscription fee for each category of membership shall be proposed by the GC to the members at the AGM in each year. Any proposed changes shall

Membership  
Entrance &  
Subscription Fee

be approved by a majority of those present and entitled to vote and shall become operative on the first day of the following membership year as defined in the Bye-Laws. The current rates of subscription fees shall be prominently displayed in the Club premises and on the Club website.

- 3.2(a) Membership of the Club shall be open to anyone on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
- 3.2(b) Membership subscriptions will be kept at the lowest levels consistent with the financially sound running of the club.
- 3.2(c) The GC may refuse membership or, subject to Rule 3.2(a), remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of membership may be made to the members in a General Meeting by way of Rule 6.4.

Payments

- 3.3 Members shall also make the following payments as agreed at each AGM:-
  - 3.3(a) All members shall pay the entrance fee (if any) and their first annual subscription upon election to the Club and thereafter on the first day of the membership year as defined in the Bye-Laws. Provided that a member elected after six months of the membership year have elapsed shall pay half the annual subscription applicable for that year, and that a member elected within 2 months of the end of the membership year shall not be required to pay any subscription in respect of the year of election, but shall pay, on election, the entrance fee (if any) and the annual subscription in respect of the year following election.
  - 3.3(b) Berthing fees of such a sum as the GC shall from time to time prescribe which shall entitle a member to a berthing space on the Club's premises as directed by an Officer of the Club.
  - 3.3(c) Honorary Members will not be required to pay the annual subscription in the year immediately following their retirement during their period as an Ex-Officio member of the GC.

Members' Duty to Provide Up to Date Contact Details

- 3.4 Every member shall furnish the Honorary Secretary with up-to-date contact details which shall be recorded in a Register of Members, and any notice sent to such address, physical or electronic, as contained in these details shall be deemed to have been duly delivered.

**Election and retirement of members**

Candidates for Election

- 3.5 Every candidate for membership (except Honorary Members, Honorary Life Members and Honorary Associate Members) shall be proposed and seconded by two voting members of the Club,

both of whom must be personally acquainted with the candidate. Candidates for membership without sufficient personal acquaintances within the Club may be proposed and seconded by two GC Members after an introductory meeting.

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| Application for Membership              | 3.6  | An application for membership shall be in the form from time to time prescribed by the GC, and shall include the name, address, and occupation of the candidate, and the signatures and names of the Proposer and the Secunder. Applicants will also be expected to accept explicitly the Club's current Rules and Bye-Laws which will be published on the Club's website or made available as a hard copy if required.  |
| Election of Members                     | 3.7  | Upon receipt by the Honorary Secretary of a correctly completed application form, that form will be displayed upon the Club notice board for a minimum of 14 days. At its discretion, the GC may shorten this period for Temporary Members. After 14 days the GC will consider the application at the next GC meeting. The election of all classes of member is vested in the GC who shall approve all applications by majority vote indicated by a show of hands. The quorum required to vote in a member shall be at least six GC members, at least two of whom must be Officers, with the Chairman having a casting vote in the event of a tie. The Honorary Secretary shall inform each candidate of his or her election or non-election. Appeal against refusal to elect may be made to the members in a General Meeting. |
| Payment of Fees upon Election           | 3.8  | Upon election, a candidate shall pay, within one calendar month, such fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay is shown.   |
| One Years Temporary Absence of a Member | 3.9  | A member who, for any reason, anticipates inability to use the Club or its facilities for the whole of any one year shall be excused payment of the annual subscription provided that notice in writing is given to the Honorary Secretary no later than one month before the end of the current membership year. A member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the GC shall determine.  |
| Retirement of a Member                  | 3.10 | A member desirous of retiring from membership shall give notice in writing to the Honorary Secretary no later than one month before the end of the current membership year and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the GC may, at its discretion, excuse payment of an entrance fee (if any).  |
| Arrears of Subscription                 | 3.11 | The GC may cancel, without notice given, the membership of any member whose annual subscription and other fees are more than three months in arrears provided that the GC may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.   |

### Conduct of Members

Under-taking by Members to Comply With Rules	3.12	Every member, upon election will have explicitly undertaken to comply with the Club Rules and the current Bye-Laws. Any refusal or neglect to do so, or any conduct which, in the opinion of the GC, is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to disciplinary action by the GC, which may include suspension, expulsion or non-renewal of membership.
Disciplinary Action Against Members	3.12(a)	<b>PROVIDED THAT</b> , before taking any such disciplinary action, the GC shall call upon such member for an explanation of the member's conduct and shall give the member full opportunity of making explanation to the GC, or of resigning.
	3.12(b)	A Resolution to apply any sanction shall be carried by a simple majority vote by those members of a quorate GC.
	3.12(c)	Appeals against suspension, expulsion or non-renewal of membership may be made to the members in a General Meeting in accordance with Rule 6.4.
	3.12(d)	Upon expulsion of a member, he/she will be expected to remove their boat(s) and trailer(s) from the club. The GC may dispose of the former member's boat and/or trailers in accordance with Rule 9.11 if not removed in a timely manner.
Guests in the Club	3.13	Members shall enter the names of all guests in the Visitor's Book. The same guest may not be introduced more than four times in any calendar year.
Damage to Club Property	3.14	A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the GC.
Exhibiting of Notices	3.15	A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of a Club Officer.
Settlement of Accounts	3.16	A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Bye-Law relating to the settlement of such indebtedness.
Suggestions	3.17	All attributable suggestions shall be passed to the Honorary Secretary or his/her appointee, who will be responsible for posting and maintaining a suggestion book on the Club's website.
Complaints	3.18	Complaints of any nature relating to the management of the Club, its activities or its premises shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a member.
Members of Other RYA Clubs	3.19	A member of any Club affiliated to the Royal Yachting Association (a list whereof is published by the said Association) may be

authorised to use the premises of the Club by any member of the GC of the Club. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may so use the premises and facilities.

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| Competitors in Club Races                                    | 3.20 | Any person who is a competitor or crew member in any Open meeting or Regatta sponsored by or on behalf of the Club is entitled to the use of the Club premises and facilities within a period of 24 hours before and after the race in which they are competing. |
| Power to Expel Those Admitted Under Rules 3.19 & 3.20 Hereof | 3.21 | The Honorary Secretary or any other person who has received the authority of two members of the GC, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 3.19 and 3.20                           |

#### **Limitation of Club liability**

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| Limitation of Club Liability | 3.22    | Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-   |
|                              | 3.22(a) | Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-   |
|                              | 3.22(b) | (a) The Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.   |
|                              | 3.22(c) | (b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club on or off the water however occasioned, either sustained by members, their guests or visitors or caused by the said members, guests or visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, GC, members or servants of the Club. |
|                              | 3.22(d) | Membership of the Club and acceptance of these rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998.   |
|                              | 3.22(e) | Unless a member explicitly requests that such information is not shared, application for renewal of Club Membership is taken as consent that such details as e-mail addresses or phone numbers may be shared with other members. Such information will not be used for any commercial use other than promoting Club activities.  |

#### **Section 4 - General Committee**

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| Constitution of Committee | 4.1 | The GC shall consist of the five Officers, and six voting members of the Club elected at the AGM each year to hold office until the termination of the next following AGM. A retiring Commodore |
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may be an Ex-Officio member of the GC in the year immediately following retirement, and will be entitled to vote at GC meetings.

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| Retirement of Members of the Committee | 4.2  | At the AGM each year two of the voting members shall retire in order of election or seniority. In the case of equal seniority the order of retirement shall, failing agreement between the members concerned, be determined by lot. Members retiring under the rule shall not be eligible for re-election to the GC until the AGM next following the meeting at which they retire.  |
| Candidates for Election to Committee   | 4.3  | Candidates for election to the GC (not being Officers of the Club) shall be those members of the retiring GC eligible to offer themselves for re-election, and such other voting members whose nominations (duly proposed and seconded in writing by voting members of the Club) with their consent shall have been received by the Honorary Secretary at least twenty one days before the date of the AGM in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises at least fourteen days prior to the date of the AGM. |
| Election of Committee by Ballot        | 4.4  | If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot, the result of which will be determined on a simple majority.  |
| No Contest for Election                | 4.5  | If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the AGM, and entitled to vote, vote in favour of such election.  |
|  | 4.6  | In the event of the ballot failing to determine the members of the GC because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.  |
| Vacancies                              | 4.7  | If, for any reason, a vacancy shall occur among the voting members, the GC may co-opt a voting member to fill such a vacancy until the next following AGM. If the vacancy occurs among the Officers, the most Senior Officer remaining shall call a General Meeting of members to elect a new Officer.  |
| Retiring Commodore Ex-Officio          | 4.8  | A retiring Commodore may serve as an ex officio member of the GC in the year immediately following his retirement.  |
| GC Meetings                            | 4.9  | The GC shall meet monthly or as otherwise may be agreed making such arrangements for the conduct, place of assembly and holding of such meetings as it may wish. At its discretion, the GC may elect to meet less frequently, but no less than six meetings a year shall occur. The Commodore, or in his absence, the Senior Officer present shall preside.   |
| Voting at the GC                       | 4.10 | Voting (except in the case of a resolution relating to disciplinary action against a member) shall be by show of hands. In the case of equality of votes, the Commodore or Chairman (as the case may be) shall have a second and casting vote.  |

Quorum 4.11 Six members personally present shall form a quorum at a meeting of the GC. The six members must include at least three Officers of the Club.

#### **Powers of the GC**

Management of Club by the GC 4.12 The GC shall manage the affairs of the Club according to the Rules and Bye-Laws and shall cause the funds of the Club to be applied solely to the objects of the Club or for a benevolent or charitable purpose nominated by a General Meeting of the members.

4.12(a) In particular, the GC shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the rules and that all surplus income of profits are re-invested in the Club.

Powers to Make Bye-Laws 4.13 The GC shall make such Bye-Laws as it shall from time to time think fit and shall cause the same to be exhibited in the Club premises and posted electronically for fourteen days before the date of implementation. If during this time, fifteen or more members raise objection to the Bye-Law, then its implementation will be suspended. Bye-Laws shall remain in force unless and until set aside by a vote at the AGM or a General Meeting of the members.

Interpretation of the Rules. 4.13(a) The GC shall have the power to settle and adjudicate upon any dispute or difference which may arise as to the meaning or interpretation of the Rules.

Publication of Rules and Bye-Laws 4.14 Any new Rule or Bye-Law shall be published on the club website and additionally notified to each member by email as practical. A hard copy of the current Rules and Bye-Laws will be available within the Club

Appointment of Sub-committees 4.15 The GC may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-committees shall consist of such members of the GC or of the Club as the committees may think fit. Officers of the Club shall be ex officio members of all such sub-committees.

Disclosure of Interest to Third Parties 4.16 A member of the GC, of a sub-committee or any Officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.

Limitation of Member's Liability 4.17 The GC, or any person or sub-committee delegated by the GC to act as agent for the Club or its members, shall enter into contract only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in a General Meeting, borrow money or incur debts on behalf of the Club.

Members 4.18 In pursuance of the authority vested in the GC by members of the

Indemnification of GC Club, members of the GC are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the GC has been authorised to exceed such limit by a General Meeting of the Club.

Nomination of Honorary Life Members by the GC 4.19 The GC may nominate for election at an AGM such Honorary Life Members as the GC may think fit. The total of such Honorary Life Members should not, however, at any time, exceed five per cent of the total number of voting members. The election of Honorary Life Members shall be put to the vote at the AGM each year and such Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

**Purchase and supply of excisable goods**

Purchase & Supply of Excisable Goods 4.20 The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the GC, or of a special sub-committee appointed by the GC.

4.20(a) Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules and Bye-Laws for the time being in force. No Junior Member may purchase or attempt to purchase intoxicating liquor within the Club premises. No cigarettes or tobacco shall be sold on Club premises.

Hours of Sale of Excisable Goods 4.21 Subject to the requirements of the licensing authorities, the GC shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these rules PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

Profits from Sale of Excisable Goods 4.22 No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

Accounts Relating to Excisable Goods 4.23 Proper accounts of all purchases and receipts shall be kept and presented at the AGM in each year and such information as the Honorary Secretary, Treasurer or Honorary Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

## **Section 5 – Trustees**

Number of & Length of Office	5.1	There shall be at least two and no more than four Trustees of the Club who shall be appointed from time to time as necessary by the GC of the Club from among Full, Family, Honorary Members or Honorary Life Members who are willing to be so appointed. A Trustee shall hold office until he/she shall resign by notice in writing given to the GC, or until a resolution removing him/her from office shall be passed at a quorate meeting of the GC by a majority comprising two-thirds of the members present and entitled to vote.
Property of Club Vested in Trustees	5.2	All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee, the GC shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he shall by Deed duly appoint the person or persons so nominated by the GC.
Powers of Trustees	5.3	The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the GC and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the GC's directions (which shall be duly recorded in the Minutes of the proceedings of the GC) but no purchaser, lessee or mortgagee shall need be concerned to enquire whether any such direction has been given.
Indemnity of Trustees from Club	5.3(a)	The Trustees shall be indemnified by the GC out of the assets of the Club or its insurance from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club. Trustees shall have the right to inspect and have unencumbered access to any insurance policy which provides additional cover against any liability.
Limitation of Liability of Club Trustees	5.3(b)	(To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club). The liability of the Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.

## **Section 6 - Meetings of the Club**

Annual General Meeting	6.1	An AGM of the Club shall be held each year in accordance with the Rules and Bye-Law 9.4. The Honorary Secretary shall at least fourteen days before the date of such meeting, or of any General Meeting as hereinafter mentioned communicate to each member notice hereof and of the business to be brought forward thereat.
Business at Annual General Meeting	6.2	No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, and any business that the GC may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the Honorary Secretary at least twenty one days before the date of the AGM.
Special and Extra General Meetings	6.3	The GC may at any time, upon giving fourteen days notice in writing, call a General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
General Meeting upon request of members	6.4	The GC shall similarly call a General Meeting upon a written request addressed to the Honorary Secretary by at least 15 members. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
Chairman at Meetings	6.5	At every meeting of the Club the President or the Commodore or, in their absence, the Senior Officer present shall preside.
Quorum at Meetings	6.6	Twenty five members entitled to vote and personally present shall form a quorum at any meeting of the Club.
Entitlement to vote at Meetings	6.7	Only voting members as defined in Section 3 shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.
Voting at Meetings	6.8	Voting, except upon the election of members of the GC, shall be by show of hands. The vote for members of the GC will be in accordance with Section 4. At its discretion, the Chairman may propose a ballot rather than a show of hands if the matter to be voted on is considered contentious. If a ballot is proposed by the GC for any matter this will be permitted.
Equality of Votes	6.9	In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of members of the Committee.
Voting on Rule Change	6.10	On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule of the Club, such Rule shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.  (a) Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its objects or winding-up

provisions.

### **Section 7 - Dissolution of the Club**

- Dissolution of the Club
- 7.1 If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The GC shall dispose of the net assets remaining to one or more of the following:
- (a) to another Club with similar sports purposes which is a charity and/or
  - (b) to another Club with similar sports purposes which is a registered CASC and/or
  - (c) to the sport's national governing body for use by them for related community sports.
- 7.2 The implementation of proposals for the advancement of the Club involving the sale or transfer of all or part of the Club premises (to facilitate, for example, a capital grant award from a public funding body) shall require the unanimous support of the Trustees and Flag Officers and 95% of fully paid up, full members with full voting rights. Authority to implement such proposals shall be obtained via General Meeting.

### **Section 8 - Communication**

- Communication with Membership
- 8.1 Written communication with members may be by post or in electronic form to a specific address either physical or electronic and either will be deemed to have served notice or provided information as the case may be.
- 8.2 No member is permitted to communicate with external sources including press and media unless approval has been granted by two Officers.

### **Section 9 – Bye-Laws**

- Rights and Privileges of Members
- 9.1 The present rights and privileges of each category of membership shall be as follows:-
- 9.1(a) **FULL MEMBERS STUDENT MEMBERS, TEMPORARY MEMBERS, HONORARY MEMBERS and HONORARY LIFE MEMBERS and HONORARY ASSOCIATE MEMBERS** shall have the full use of all the Club facilities.
  - 9.1(b) **FAMILY MEMBERS** shall have the full use of all Club facilities subject only to Rule 4.20.
  - 9.1(c) **JUNIOR MEMBERS** shall have the full use of all the Club facilities subject only to Rule 4.20.
  - 9.1(d) **SOCIAL and COUNTRY MEMBERS** shall have the full use of all the Club facilities but shall not keep a boat on Club premises or sail more than 4 times a year.

9.1(e) Subject to Rules 3.13, 3.19 and 3.20, **VISITORS** (which expression may include members of another RYA recognised Club or organisation) shall have the full use of the Club facilities but:-

(a) Shall not enter Club races or regattas unless specifically authorised by a Club Officer.

(b) Shall not take any part in the management of the Club.

(c) Shall be deemed to have notice of, and impliedly undertake to comply with the Club rules, current Bye-Laws and Regulations as if he or she were a member of the Club and so far as the said Rules and Bye-Laws may be deemed to apply to such Visitor.

(d) Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of two Club Officers, he or she shall not have reasonably complied with the above conditions.

Financial Year and Membership Year 9.2 The Club's Financial Year and Membership Year shall run from the 1<sup>st</sup> April to the 31<sup>st</sup> March.

**For 2012 only, interim arrangements will need to be made to enable the change from the current Membership Year of 1<sup>st</sup> October to 30<sup>th</sup> September to occur without financial damage to the club and financial hardship to members.**

Fees Due 9.3 Except for those members elected in year, all Entrance Fees (if any), Subscription Fees and Boat Storage Fees will become due on the 1<sup>st</sup> April in each year for payment no later than the 30<sup>th</sup> April in that same year or as otherwise may be determined.

AGM 9.4 The Club AGM will occur each year at a date to be set at the previous AGM but shall be no earlier than the 1<sup>st</sup> October each year and no later than the 31<sup>st</sup> October each year.

Opening of Club Premises 9.5 The Club premises shall be open to members at such times as the GC shall direct.

9.6 The permitted hours for the sale of intoxicating liquor are as follows:-

Monday – Thursday	1200 – 2300 hrs.
Fridays and Saturdays	1200 – 2400 hrs.
Sundays, Good Friday and Christmas Day	1200 – 2330 hrs.

The bar will be open at such other hours as may be decided by the GC subject to any restrictions imposed from time to time by the Licensing Authorities..

Bar Prices 9.7 Prices for intoxicating Liquor and other drinks and refreshments will be agreed by the GC and such prices shall be prominently

displayed in the bar at all times.

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|---|------|---|
| Payment of Bar Bills                      | 9.8  | Club Members are provided with the facility to buy intoxicating drinks, other drinks and refreshments from the bar when it is unmanned, but within the permitted hours PROVIDED either that payment in accordance with the current price list is made at the time of purchase, or a note is left in the Honesty Book provided showing CLEARLY the name of the purchaser, the date of purchase, and the specific items bought. The GC shall have the right to withdraw this facility if it is being abused.  |
| Dogs                                      | 9.9  | Dogs shall be permitted on club premises and shall be kept under control at all times. Any complaints from a member or members concerning a dog's behaviour shall be addressed to an Officer who may, if the behaviour is not brought under control, require the owner to remove the dog from the premises.   |
| Car Parking                               | 9.10 | Cars shall be parked only in areas designated for parking so as not to cause an obstruction to other cars or to the approaches to the Club premises.  |
| Abandoned Boats, Property and Unpaid Fees | 9.11 | <p>In addition to the powers given to the GC under Rule 3.11 and Rule 4.10 hereof if, at any time, any fees payable to the Club by any member or former member shall be three months or more in arrears and a boat and or property of a member or former member remains upon the Club premises, the GC may:-</p> <p>(a) Move the boat to any part of the Club premises without being liable for any loss or damage to the boat howsoever caused;</p> <p>(b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat and or property and deduct any monies due to the Club. (Whether by way of arrears of subscription or annual payments, mooring, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member;</p> <p>(c) Alternatively, if the boat is unsaleable, after giving notice in writing as aforesaid, dispose of the boat in any manner the GC may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the member or former member;</p> <p>(d) Further the Club shall at all times have a lien over members' or former members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.</p> |

**PROVIDED ALWAYS THAT:-**

Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when and if the boat is sold the proceeds of sale (unless any indebtedness by the member or former member to the Club) shall be placed upon bank deposit account and retained against the

eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years after which the said proceeds shall accrue to the Club.

Use of Club Motor Boats 9.12

The use of powered craft is always open to members OUTSIDE such times as the club requires the boats for its own needs provided that:

(a) On each occasion an Officer of the Club approves the use of a club power boat;

(b) That a donation of £2.50 per head is made per trip. These monies to be placed behind the bar with a note giving the organisers name and words such as 'use of club boat' written upon it;

(c) That the limit of no more than 8 people in Cora on any trip is observed;

(d) The person in charge of the boat does not consume alcohol sufficient to put boat safety at risk or breach any rules relating to alcohol and boat safety;

(e) Any damage or breakage and the circumstances leading to it are reported to the Sailing Secretary or Coxswain.

Use of Club Sailing Craft 9.13

The club's sailing craft have been purchased at considerable expense and as such should be treated with great care. With this in mind the following guidelines shall apply:

(a) Members are free to use the club's sailing craft at any time providing that:

- they are qualified to RYA Levels 1 & 2 or are of a similar standard,
- safety boat/ rescue cover is available;

(b) On each occasion that a boat is used a donation of £5 per person to a maximum of £10 be paid. These monies to be placed behind the bar at the earliest opportunity with a note giving the organisers name and words such as 'use of club boat' written upon it;

(c) Any damage or breakage of faults must be reported to the Sailing Secretary;

(d) The use of a club's boat is entirely at the users own risk. It is important that the helm and crew are satisfied that that they individually and jointly can handle the boat in the prevailing conditions and that they and the boat will be kept safe during its use;

(e) Anyone allowing a boat to hit another boat or land may be banned from using club boats until such time as they have proved they have the ability to handle a sailing craft correctly.

