

ARDEN SAILING CLUB

CONSTITUTION

Version 1.1 February 2014

SECTION 1 – NAME AND PURPOSES

1. The name of the Club shall be **'THE ARDEN SAILING CLUB'** (hereinafter referred to in these rules as the Club).

2. The purposes for which the Club is formed are to promote and facilitate community participation in the sport of sailing and to provide social and other facilities for members as may be from time to time determined.

SECTION 2 – OFFICERS

Officers of the Club

3. The Officers of the Club shall be Full or Family members of the Club and shall consist of a Chairman, Commodore, Vice-Commodore, , Honorary Secretary, Honorary Treasurer Honorary Sailing Secretary and Bosun. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

Duties of Honorary Secretary etc.

4. The Honorary Secretary shall:-

(a) Conduct the correspondence of the Club;

(b) Keep custody of all Club documents;

(c) Keep full minutes of all meetings of the Club, the Committee and any sub-committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or such sub-committee at the next following meeting of the Club, the Committee or such sub-committee;

(d) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

Duties of Honorary Treasurer

5. The Honorary Treasurer shall:-

(a) Keep a register of Club members' names and addresses;

(b) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members;

(c) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.

(d) 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.

(e) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.

(f) Prepare an Annual Balance Sheet as at 31st December in each year 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 Annual General Meeting.

6. The Auditors shall:-

Duties of Auditors

(a) Be appointed at the Annual General Meeting in each year and shall be two appropriately qualified or experienced members of the Club or some independent firm of Accountants;

(b) The Auditors shall audit or examine 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 Committee;

(c) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

SECTION 3 - MEMBERSHIP

Categories and votes of

7. There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder.

Membership

A FULL MEMBER – being a person who, at the date of election, shall have attained the age of eighteen years shall have one vote.

A FAMILY MEMBER - which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age. The family unit shall have one vote, exercisable by either adult.

A JUNIOR MEMBER - being a person who, at the date of election, is under the age of eighteen shall have no vote.

AN HONORARY MEMBER - who shall have no vote.

Rights and privileges of members

8. The rights and privileges of each category of membership shall be as follows:-

A FULL MEMBER shall have the full use of all the Club facilities.

A FAMILY MEMBER, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all the Club facilities.

A JUNIOR MEMBER shall have the full use of all the Club facilities.

AN HONORARY MEMBER shall have the full use of all the Club facilities.

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

Membership Entrance & Subscription Fee

9. The rate of Entrance and Subscription fee for each category of Membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of April in the year following. The current rate of Entrance and Subscription fee shall be prominently displayed in the Club premises.

(a) Membership of the Club shall be open to anyone interested in the sport of sailing 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.

(b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

(c) The Club Committee may refuse membership or, subject to Rule 20, 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.

10. Members shall also make the following annual payments:-

(a) An annual boat parking fee of such a sum as the Committee shall from time to time prescribe which shall entitle a member to a space in the Club's boat park.

(b) 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 April in each year. Provided that a member elected after the first day of August in any year shall pay half the annual subscription applicable for that year and that a member elected after the first day of December in any year shall not be required to pay any subscription in respect of the year of election, but shall pay, on election, the Entrance fee and the annual subscription in respect of the year following election.

Members' duty to provide an up to date address

11. Every member shall furnish the Treasurer with an up-to-date address which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.

Election and retirement of members

Candidates for election

12. (a) Every candidate for membership (except Honorary Members) shall be proposed by a Full or Family member of the Club, who must be personally acquainted with the candidate.

(b) Candidates for membership without sufficient personal acquaintances within the Club may be proposed and seconded by two Committee members after an introductory meeting.

Application for Membership

13. An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name, address, and occupation of the candidate.

Election of Members

14. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute. The Secretary shall inform each candidate in writing of the candidate's election or non-election. He shall furnish an elected candidate with a copy of the Rules of the Club and make request for such payments as are necessary.

Appeal against refusal to elect may be made to the members in General Meeting.

Payment of Fees upon Election

15. Upon election, a candidate shall pay, within one calendar month, such Entrance and other fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.

One year’s temporary absence of member

16. 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 and other annual fees provided that notice in writing is given to the Secretary before the last day of February in the previous year. A member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the Committee shall require.

Retirement of a member

17. A member desirous of retiring from membership shall give notice in writing to the Secretary before the last day of February and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the Committee may, at its discretion, waive any Entrance Fee.

    A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

Arrears of Subscription

18. The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other annual fees are more than three months in arrears provided that the Committee 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

19. Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

Disciplinary action against members

20. Any breach of Rule 19 or any conduct which, in the opinion of the Committee, 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 Committee, which may include expulsion or non-renewal of membership.

    Before taking such disciplinary action against a member, the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Committee, or of resigning.

    A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution.

    The Committee (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a member from particular training sessions, racing and/or wider Club activities, when in their opinion such action is in the interests of the Club.

    Appeal against expulsion or non-renewal of membership may be made to the members in General Meeting.

    Upon expulsion the former member shall not be entitled to have any part of the annual membership fee refunded and must return any Club or external body’s trophy or trophies held forthwith.

Upon expulsion of a member, the Committee may dispose of the former member's boat and/or trailer in accordance with Rule 71.

Guests in the Club

21. Members shall enter the names of all guests in the Visitor's Book. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than three times in any calendar year.

Damage to Club property

22. 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 Committee or by the Secretary upon the instructions of the Committee.

Exhibiting of notices

23. A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary.

Settlement of Accounts

24. A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any byelaw relating to the settlement of such indebtedness.

Members of other RYA Clubs

27. A member of any Club affiliated to the Royal Yachting Association (a list of which is published by the said Association) may be authorised to use the premises of the Club by any member of the Committee of the Club. Such authorisation shall specify between which dates the said person may so use the premises.

Competitors in Club races

28. Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 24 hours before and after the race in which they are competing.

Power to expel those admitted under rules 27 & 28 hereof

29. The Secretary or any other person who has received the authority of two members of the Committee, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 27 and 28.

Limitation of Club liability

30. All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.

Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-

Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept that:-

(a) The Club will not accept any liability for any damage to or loss of property belonging to members.

(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 either sustained by members or caused by the said members 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, Committee or Trustees of the Club.

31. 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 Acts.

SECTION 4 - MANAGEMENT COMMITTEE

Constitution of Committee

32. The Management Committee (herein referred to as 'the Committee') shall consist of the Officers, ex officio, and not less than four nor more than eight Full or Family Members elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

Retirement of members of the Committee

33. At the Annual General Meeting each year members shall retire. Members retiring under this Rule shall be eligible for immediate re-election to the Committee.

Candidates for election to Committee

34. Candidates for election to the Committee (not being Officers of the Club) shall be those members of the retiring Committee who offer themselves for re-election and such other full or Family members whose nominations (duly proposed and seconded in writing by Full or Family members of the Club) with their consent shall have been received by the Secretary at least twenty eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Seconder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.

Election of Committee by ballot

35. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.

No contest for election

36. 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 Annual General Meeting, and entitled to vote, vote in favour of such election.

37. In the event of the ballot failing to determine the members of the Committee 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.

Casual vacancy

38. If, for any reason, a casual vacancy shall occur, the Committee may co-opt a Full or Family member to fill such a vacancy until the next following Annual General Meeting.

Committee Meetings

40. The Committee shall meet at least every two months making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish. The Chairman or in his absence a Chairman elected by those present shall preside.

Voting at Committee

41. Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Chairman of the meeting shall have a second and casting vote.

Quorum

42. Five members personally present shall form a quorum at a meeting of the Committee.

Powers of the Committee

Management of Club by Committee

43. The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting.

    In particular the Committee 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 or profits are re-invested in the Club.

Appointment of sub-committees

44. The Committee 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 Committee or of the Club as the Committee may think fit. Officers of the Club shall be ex officio members of all such sub-committees.

Disclosure of interest to third parties

45. A member of the Committee, 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 Committee's authority

46. The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, borrow money or incur debts on behalf of the Club or its membership.

Members' indemnification of Committee

47. In pursuance of the authority vested in the Committee by members of the Club, members of the Committee 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 Committee has been authorised to exceed such limit by a General Meeting of the Club.

Contractual Liability

48. The Committee shall endeavour to ensure that the following clause or one to similar effect is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate. "The liability of the Committee/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."

Nomination of Honorary Members by Committee

49. The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed 20 per cent of the total number of members. The election of Honorary Members shall be put to the vote at the Annual General Meeting and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

SECTION 5 – TRUSTEES

Number of & terms of reference

54. There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Family, Individual or Honorary

Members who are willing to be so appointed. A Trustee shall hold office until he shall resign by notice in writing given to the Committee or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

Property of Club vested in Trustees

55. All the property of the Club, including land and investments, but excluding cash on current or savings account 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. In the event of the death, resignation, or removal from office of a Trustee, the Committee 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 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 Committee.

Powers of Trustees

56. 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 Committee 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 Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

Indemnity of Trustees from Club

57. The Trustees shall be indemnified by the members of the Club out of the assets of the Club 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.

SECTION 6 - MEETINGS OF THE CLUB

Annual General Meeting

58. An Annual General Meeting of the Club shall be held each year in the month of February on a date to be fixed by the Committee. The Secretary shall at least fourteen days before the date of such meeting post or deliver to each member notice thereof and of the business to be brought forward thereat.

Business at Annual General Meeting

59. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Auditors, and any business that the Committee 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 Secretary at least forty two days before the date of the Annual General Meeting.

60. The Committee may at any time, upon giving twenty one days notice in writing, call a Special 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.

Special General Meeting upon request of members

61. The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least 10 members. The Committee shall meet with 10 days of the requisite number of requests in order to call a SGM. The Committee shall give twenty one days notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

Chairman at Meetings

62. At every meeting of the Club the Chairman or the Commodore or, in their absence, a Chairman elected by those present shall preside.

Quorum at Meetings

63. Ten members entitled to vote and personally present shall form a quorum at any meeting of the Club.

Entitlement to vote at Meetings

64. Only Full and Family members shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.

Voting at Meetings

65. Voting, except upon the election of members of the Committee, shall be by show of hands.

Equality of Votes

66. 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

67. On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

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 purposes or winding-up provisions.

SECTION 7 - DISSOLUTION OF THE CLUB

Dissolution of the Club

68. 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 Committee shall dispose of the net assets remaining to one or more of the following:
(i) to another Club with similar sports purposes which is a charity and/or
(ii) to another Club with similar sports purposes which is a registered CASC and / or
(iii) to the sport's national governing body for use by them for related community sports.

SECTION 8 – MISCELLANEOUS

Opening of Club premises

69. The Club premises shall be open to members at such times as the Committee shall direct.

Dogs

70. 1) Dogs must always be on a lead
2) Dogs are not allowed in the club house other than assistance dogs.
3) Dogs are not allowed in the boat parking or sailing preparation area.
4) Owners must always poop-a-scoop and take dog litter home.

Abandoned Boats and/or Trailers

71. If, at any time, any fees payable to the Club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) shall be one month or more in arrears and a boat and/or trailer the property of a member or former member remains upon the Club premises then the member or former member shall remove the boat and/or trailer from the Club immediately. If the member or former member fails to remove the boat and/or trailer then the Committee may:-

(a) Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.

(b) Give three months' notice in writing by registered post to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

(c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee 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.

(d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under Rule (b) above.

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 and/or trailer is sold, if the Club is unable to account to the member or former member for the balance of the proceeds of sale pursuant to Rule (b) above then the balance of the proceeds of sale 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.

Lien

72. In addition to Rule 71 the Club shall at all times have a lien over members' or former members' boats and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Club have been paid in full.

Byelaws

73. The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.

Acknowledgement

74. The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.

The copyright of the RYA in the model constitution upon which this document is based is acknowledged.