

CONSTITUTION of the AVON SAILING CLUB

The Model Constitution is divided into the following sections:

1. NAMES AND PURPOSES
2. OFFICERS
3. MEMBERSHIP
4. MANAGEMENT COMMITTEE
5. TRUSTEES
6. MEETINGS OF THE CLUB
7. DISSOLUTION OF THE CLUB
8. MISCELLANEOUS

SECTION 1 - NAME AND PURPOSES

- 1 The name of the Club shall be 'Avon Sailing Club' (hereinafter referred to in these Rules as the Club).
- 2 The purpose for which the Club is formed are to promote and facilitate the sport of sailing on the River-Severn at Tewkesbury and to provide social and other facilities for Members as may be from time to time determined.

The Club is a non-profit-making organisation. All surpluses will be used to maintain or improve the Club's facilities. No surpluses will be distributed.

The principal records shall be a Rule Book, a Membership Roll, an Affiliation List, a Boat Register, and a Trophy Record all of which are available in the Members section of the ASC web page.

Members, secretaries of Affiliated Clubs, and owners of Registered Boats shall as soon as possible notify in writing to the Membership Secretary all errors, omissions, changes, and impending changes of which they are aware in the particulars recorded in the Membership Roll, the Affiliation List, and the Boat Register. At the meeting of the General Committee next following his receipt of each notification the Membership Secretary shall lay it before the General Committee.

Meanings

In these Rules and the By-laws except where the context forbids the following words shall have the meanings here assigned to them:	
By-law	By-law subsisting under these Rules
General notice	Written notice prominently displayed for not less than two weeks in the Club House in a part frequented by the Members or, if a committee of the Club in any particular case so direct, emailed to each Member and the secretary of each Affiliated Club
Limit	Upper limit
Owner	Sole or joint owner or charterer

Racing Rule	Racing Rule accepted by the Royal Yachting Association or amended by the club
Recognised club	Club recognised by the Royal Yachting Association or by any national yachting authority that is a member of the International Yacht Racing Union
Specified	Specified in these Rules or the By-laws or by the General Committee.
Specified Small craft	All portable unpowered crafts; canoes, kayaks, rowing boats, paddle boards and light inflatable craft
Yacht	Sailing dinghy or Trailer Cruisers
Trophy	Award of the Club in recognition of a result in a competition, to be kept by its winner for a period of limited duration

SECTION 2 – OFFICERS

Officers of the Club 3

The Officers of the Club shall be Ordinary Members of the Club and are listed below. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

The Officers of the Club shall be Ordinary Members of the Club. Flag Officers in order of Seniority:

- Commodore
- Vice-Commodore
- Rear-Commodore (Site Committee)
- Rear Commodore (House Committee)

Other Officers

- Honorary Secretary
- Honorary Treasurer
- Honorary Sailing Secretary
- Honorary Membership Secretary
- Principal and Safeguarding

At the time of appointment each Officer must have the right to attend and vote at a General Meeting. At the time of appointment each Flag Officer must be a former Member, retiring Member, or member of the Committee and must not be a retiring Commodore. A Commodore, at the time of appointment, must have been a Flag Officer.

A Flag Officer will normally be appointed at an Annual General Meeting or on casual vacancy by the General Committee to serve until the next Annual General Meeting. Such appointment shall be by election and each term of office shall be one year retiring at the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election provided that no Member generally serves as Commodore or Vice Commodore for more than two years or Rear Commodore for more than three years consecutively in the same

capacity. The maximum continuous term of office in any one rank of Flag Officer will generally be three years. No person shall hold more than one flag office at any one time. An Honorary Secretary, Honorary Treasurer, Honorary Sailing Secretary, Honorary Membership Secretary or Principal, may be appointed only by election at an Annual General Meeting or on casual vacancy by the General Committee to serve until the next Annual General Meeting.

Duties of
Secretary

4 **The Secretary shall:**

- (a) Conduct the correspondence of the Club;
- (b) Keep custody of all Club documents;
- (c) Take and keep full minutes of all meetings of the Club, which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club at the next following meeting of the Club or committee. To be published on the club website (redacted as necessary);
- (d) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law;
- (e) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

5 **The Treasurer shall: -**

Duties of
Treasurer

- (a) Be responsible for the financial accounts and the cash of the Club;
- (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 including its assets and liabilities and income and expenditure, so that its true financial state and condition may at all times be exhibited by those books;
- (c) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers, its Trustees and its Members;
- (d) Prepare accounts and present them to the General Committee at each meeting;
- (e) Direct the collection of money due to the Club and the disbursement of money for and on account of the Club, but shall not pay any bill or by payment settle any account for more than a specified amount of money without the prior approval of the General Committee;
- (f) Invest as much of the cash of the Club as the General Committee directs and shall realise or dispose of such investments in accordance with such directions;
- (g) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time;

- (h) Prepare an Annual Balance Sheet as at 30th September in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least twenty-eight days before the date of the Annual General Meeting. Present the Annual Balance Sheet to the Club at its Annual General Meeting;
- (i) The financial year of the Club shall extend from 1st October to 30th September. Members must remit all expense receipts within 6 weeks of the expenditure.

Duties of
Membership
Secretary

- (a) **Membership Secretary**
Responsible for the collection of all membership fees and subscriptions;
- (b) Administration of issues concerning membership of the Club;
- (c) Keep a register of Club Members' names and addresses, Registered Boats and specified small craft sufficient to create accurate subscription invoices

As the RYA main contact, the **Principal**: -

Duties of
Principal

- (a) is required to give a personal undertaking to ensure compliance by the Recognised Training Centre (RTC) with the Recognition Guidance Notes (RGNs) and the relevant vessel checklists, training scheme logbooks and handbooks;
- (b) holds overall responsibility for compliance with these RGNs;
- (c) along with the organisation they represent, must be fully aware of their responsibilities under any statutory or common law duty of care owed to trainees;
- (d) has sought professional advice to assure themselves that they hold adequate insurance cover and comply with the RYA's public liability insurance requirements;
- (e) is expected to ensure all activities at the centre are conducted within the spirit of recognition and the Code of Conduct, using suitably qualified or experienced staff;
- (f) confirms continued compliance by signing the annual inspection report.

6 The **Reviewers** shall: -

Duties of
Reviewer

- (a) Be appointed at the Annual General Meeting in each year and shall be one appropriately experienced/qualified Members of the Club other than the Treasurer or Committee Members;

- (b) The Reviewers shall review the accounts and Annual Balance Sheet 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. If no such person exists in the club, The Committee may appoint an external reviewer.

SECTION 3 – MEMBERSHIP

Membership Class

Voting and
Subscription
categories of
Membership

- 7 Each Member must have a membership class. The membership classes shall be Ordinary, Junior and Associate with power to vote at all meetings of the Club as indicated hereunder.

AN ORDINARY MEMBER – being a person who, at the date of admission, shall have attained the age of eighteen years **shall have one vote**. An ordinary Member may be Single, part of a Family, Senior, Youth or Honorary subscription and must be registered separately for the purpose of voting.

A JUNIOR MEMBER - who may be Youth membership or part of a Family, Senior Subscription - being a person who, on 1st January in the current year, is under the age of 18, **shall have no vote**.

AN ASSOCIATE MEMBER - who **shall have no vote**.

Membership Subscription Types

FAMILY - Up to two adults and all the children within their guardianship residing at the same address under the age of eighteen or under 22 years if in full time education or undertaking an apprenticeship at 1st January of the current year.

SINGLE - Single adult 22 or over on 1st January of the current year and not covered by any other subscription type.

SENIOR FAMILY - Up to two adults, one of which must be of state pension age, and all the children within their guardianship residing at the same house under the age of eighteen or under 22 years if in full time education or undertaking an apprenticeship at 1st January of the current year.

YOUTH - Single person under 22 on 1st January of the current year. Any Member under 18 must be supervised by an adult when on the Club site. The adult need not be a Member but must supervise the Under 18 while at the club. Any non-Member adult supervising any

under 18 Youth Member is extended visitor rights by the Club and must comply with all rules and By-laws.

HONORARY - A membership type that is only granted by a vote at an AGM. See also rule 45. Any renewal to be reviewed at the first General Committee Meeting each year. ONLY the membership subscription fee is waived, all other membership fees are to be paid.

MEMBERS OF THE SAME FAMILIES AS HONORARY MEMBERS - EXEMPTIONS - No Entrance fee or in any year no membership subscription shall be payable in respect of one Ordinary Member aged 18 years or over and any number of Youth Members aged under 22 in the current year that are members of the same family as and are residing in the same house as an Honorary Member.

ASSOCIATE SINGLE - a member of another club that is a recognised club and must be residing outside a radius of 50 miles from Chaceley Stock.

AFFILIATED CLUB – See Rule 67

Rights and
privileges of
Members

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

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

AN ASSOCIATE MEMBER shall have the full use of all the Club facilities but: -

- a. Shall have no right to participate in sailing activities unless specifically authorised by the Committee. If such approval is granted the Associate Member will pay the required licence fees if using their own boat;
- b. Shall have no right to take part in any management of the club;
- c. Shall not be permitted to introduce visitors;
- d. Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any By-laws or Regulations as if he or she were a Member of the Club and so far as the said Rules, By-laws and Regulations may be deemed to apply to such Associate Member;
- e. Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Committee, he shall not have reasonably complied with the above conditions;
- f. Priority for ordinary Members will be given with regard to camping and/or Club facilities.

A JUNIOR MEMBER shall have full use of all Club facilities subject to Rule 47 and the condition that under 18s are supervised at all times by an adult.

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

No Member may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of posting of notice of admission.

Membership runs from 1st January to the 31st December.

No Member whose subscriptions remain unpaid or only partly paid after 31st March shall be entitled to exercise any rights until they have been paid in full.

Membership
Entrance and
Subscription Fee

9 The rate of Entrance and Subscription fee for each category of Subscription type 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 January 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 yachting 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 17, 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

Members shall also make the following annual payments: -

- (a) An annual boat registration fee of such a sum as the Committee shall from time to time prescribe which shall entitle a Member to use the launching facilities for their own yacht or specified small craft on the river and if they require it, a space in the Club's boat park. No reduction in registration fee will be granted if the Member does not use a space in the boat park;
- (b) An annual Canal and River Trust Licence (CRTL) fee is payable for each yacht or specified small craft of such a sum as the Committee shall from time to time prescribe. This is a payment to cover the waterways and is not related to the registration boat fee. Sailing cruisers of an approved size and in any case no longer than 20 feet (unless approved by the Committee), not covered under the definition of a safety boat must pay the full fee directly to the Canal and River Trust. The club operates subject to Rule 2 and does not accept applications from those wishing to join to only operate a non-sailing specified small craft;
- (c) Members may opt out of paying the Canal and River Trust Licence (CRTL) fee if the fee is covered by such other licence that may be requested by ASC or the CRT at any time.

Registered Boats

Each Registered Boat must be a yacht or a specified small craft.

The owner of a Registered Boat must be the Club or must be a Member or an Affiliated Club entitled by these Rules to have that boat registered by the Club. The Membership secretary must be advised of any change in ownership.

Registration may be affected only in accordance with the provisions of Rule 16.

Any Registered Boat that fails or whose owner fails to satisfy appropriate conditions of this Rule or whose subscriptions remain unpaid or only partly paid after 31st March may by the General Committee be excluded from the club. If she be so excluded, she shall thereupon cease to be a Registered Boat.

Subject to specified conditions any Registered Boat may be parked, moored, or anchored in the precincts of the Club.

Members' duty to provide an up-to-date address	10	Every Member shall furnish the Membership Secretary with an up-to-date postal and email 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.
Application for Membership	11	An application for Membership shall be in the form from time to time prescribed by the Committee, and shall include the name and address of the applicant.
Admission, of Members	12	Upon receipt of an application for Membership, the Membership Secretary shall enter such application in a Register of Applicants and there shall be an interval of at least two days before the meeting of the Committee at which such application for membership shall be considered. The admission of all classes of Members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Membership Secretary shall inform each applicant in writing (email) of the applicant's admission or non-admission and shall furnish an admitted applicant with a link to the Rules and <u>By-laws</u> of the Club and make request for such payments as are necessary. No person shall be admitted straight to honorary membership. Any current honorary membership may be renewed by the General Committee. The General Committee shall cause each Member whose honorary membership has been renewed to be notified of the renewal as soon as possible thereafter. A Member admitted after the Open day in August in any year shall pay the entrance fee and annual subscription applicable for that year and the Member admitted shall not pay the annual subscription in respect of the year following admission.
Payment of Fees upon Admission	13	Upon admission, an applicant shall pay, within one calendar month, such Entrance and other fees as shall be requested and thereafter by the thirty first day of March in each year. In default of such admission payment, the admission shall be void unless sufficient cause for delay be shown.

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| One year's temporary absence of Member | 14 | 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 Membership Secretary before the last day of November in the previous year. A Member wishing to be re-instated during the year in question shall pay such portion (pro rata) of the annual subscription as the Committee shall require. |
| Retirement of a Member | 15 | A Member desirous of retiring from Membership shall give notice in writing to the Secretary before the 15 th of January and shall not then be liable to pay the subscription for that year. 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 | 16 | The Committee may cancel, without notice being given, the Membership of any Member whose annual subscription and other annual fees remain outstanding on 31 st March 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

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| Under-taking by Members to comply with rules. | 17 | Every Member, upon joining the Club and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules, Code of Conduct and any <u>By-laws</u> , policies and Regulations of the Club. |
| Disciplinary action against Members | 18 | Any breach of Rule 17 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 suspension for a <u>specified</u> period of time or expulsion. |

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.

Appeal against suspension/expulsion may be made to the Members in General Meeting.

Upon suspension/expulsion, the Member/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 yacht or specified small craft and/or trailer in accordance with Rule 68.

Guests in the Club	19	<p>Members shall enter the names of all visitors in the Visitor's Book.</p> <p>The same visitor may not be introduced more than four days in any one year.</p> <p>Without the consent of the General Committee a Visitor must not be a Member, must not have been excluded or expelled from the Club, and must not have been declared unwelcome by the General Committee.</p>
Damage to Club property/accidents	20	<p>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.</p> <p>Any Member witness to any removal, injury, destruction or damage should report this to a member of the General Committee. In addition, any accident or injury must be reported in the accident book.</p>
Exhibiting of notices	21	<p>A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Committee.</p>
Settlement of Accounts	22	<p>A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any <u>By-law</u> relating to the settlement of such indebtedness.</p>
Suggestions	23	<p>All suggestions shall be entered in the Suggestion Book and signed by the Member. Suggestions will be reviewed regularly.</p>
Complaints	24	<p>Complaints of any nature relating to the Club shall be addressed in writing to the Honorary Secretary.</p>
Members of other RYA Clubs	25	<p>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.</p>
Competitors in Club races	26	<p>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</p>
Power to expel those admitted under rules 25 hereof	27	<p>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 25.</p>
Limitation of Club liability	28	<p>All references to the Club in this Rule shall mean each and every individual Member of the Club from time to time.</p> <p>Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises: -</p>

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

- (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, Trustees or Servants of the Club.

Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions'

See also use of accident book rule 20.

SECTION 4 - MANAGEMENT COMMITTEE

Constitution of Committee 29 The Committees of the Club shall be the General Committee and the Sailing Committee. The Commodore and Honorary Secretary shall be respectively Chairman and Secretary of a General Meeting.

The Management Committee (herein referred to as 'the Committee') shall consist of the Member that ceased to be Commodore at the last Annual General Meeting, Officers ex officio, the four Triennial members of the committee and not more than 2 co-opted Members (who have all attained the age of eighteen years) to serve until the next Annual General Meeting. The committee will consist of no more than fifteen (15) Ordinary Members at any period in time. The appointment of a Triennial Member of the General Committee must not conduce the creation or maintenance of a majority in the General Committee of those Members that are not owners of Registered Boats at the time of appointment.

At the time of appointment each Triennial member of the General Committee must have the right to attend and vote at a General Meeting and must not be a retiring Triennial member of the General Committee, but no-one shall be rendered ineligible for such appointment by reason only of their retirement from triennial membership of the General Committee to which they were appointed on a casual vacancy.

The Sailing Committee shall consist of the Commodore, Vice Commodore, Honorary Secretary, Sailing Secretary and up to four (4) Ordinary Members, five Members shall constitute a quorum. The Vice -Commodore and Honorary Sailing Secretary shall be respectively its Chairman and Secretary.

If the Chairman or the Secretary of a committee of the Club be unavailable, unwilling, or (by the racine rules) forbidden to act during any meeting or any part of a meeting of that committee then the Members present shall choose from among themselves a person to act as chairman or secretary of that meeting or that part and he shall so act.

Retirement of Members of the Committee	30	At the Annual General Meeting each year, two of the Triennial members will retire in order of election. Members retiring under this Rule shall not be eligible for re-election to the committee until the next Annual General Meeting following the meeting at which they retire.
Candidates for election to Committee	31	<p>Candidates for election to the Committee (not being Officers of the Club) shall be those members of the retiring Committee eligible to offer themselves for re-election and such other Ordinary Members whose nominations (duly proposed and seconded in writing by Ordinary 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 Secunder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.</p> <p>Except on casual vacancy a Triennial member of the General Committee may be appointed only by election at an Annual General Meeting, to serve until the next but two Annual General Meetings and not more than two Triennial members of the General Committee shall be appointed at each Annual General Meeting.</p>
Election of Committee by ballot	32	If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot. One ballot only shall be held for each vacancy of the same kind. In a ballot each voter shall have as many votes as there are vacancies, but shall not be entitled to give more than one vote to any one candidate, and no transferable votes shall be allowed
No contest for election	33	<p>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.</p> <p>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.</p>
Casual vacancy	34	If, for any reason an outstanding or casual vacancy shall occur, the Committee may co-opt an Ordinary Member to fill such a vacancy until the next following Annual General Meeting. No more than two (2) co-opted Ordinary Members shall serve in any year.
Retiring Commodore	35	A retiring Commodore shall serve as a member of the Committee in the year immediately following his retirement and shall have no vote.

Committee Meetings	36	The Committee shall meet at least every 2 months excluding the month of November (AGM) and December (annual recess) making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his absence a Chairman elected by those present shall preside.
Voting at Committee	37	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 Commodore or Chairman (as the case may be) shall have a second and casting vote.
Quorum	38	Eight Members personally present shall form a quorum at a meeting of the General Committee.

Powers of the Committee

Management of Club by Committee	39	<p>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.</p> <p>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.</p> <p>Where in the opinion of the General Committee it is desirable to do so it may reduce or remit any fee, subscription, or arrears of subscription.</p>
Appointment of sub-Committees	40	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 Committees may think fit.
Disclosure of interest to third parties	41	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	42	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 a General Meeting, borrow money or incur debts on behalf of the Club or its Membership.
Members' indemnification of Committee	43	In pursuance of the authority vested in the Committee by Members of the Club, the Trustees, the Officers, all persons appointed to positions in the Club, and all persons holding seats on the committees of the Club shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their

duties 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.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual Members 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 44 The Committee shall endeavour to ensure that the following clause 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 and/or 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 45 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 two (2) per cent of the total number of Members.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

Honorary Membership shall be for fifteen months and such Membership shall not without renewal continue thereafter. Any current Honorary Membership can be renewed by the General Committee. The General Committee shall cause each Member whose honorary Membership has been renewed to be notified of the renewal as soon as possible thereafter.

Purchase and supply of excisable goods

Purchase and Supply of Excisable Goods 46 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 Committee, or of a special sub-Committee appointed by the Committee.

47 Intoxicating liquor may only be sold for consumption in the Clubhouse to persons eighteen years of age or over who are entitled to the use of the Clubhouse in accordance with the Rules, By-laws and Regulations for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may any Junior Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.

Hours of Sale of Excisable Goods	48	The bar in the Clubhouse will be open at such hours as may be decided by the Officers, subject to any restrictions imposed from time to time by the Licensing Authority.
Profits from Sale of Excisable Goods	49	No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any surplus deriving from the supply 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	50	Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Secretary or Reviewers 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 and terms of reference	51	There shall be not less than four and not more than six Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Ordinary 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, or death.
Property of Club vested in Trustees	52	The deeds and other important documents are registered with the 'Land Register' under the name 'The Avon Sailing Club' Title No. GR399219. Dated 11-03-2016. The original documents (now of no importance) are stored with the current Hon. Secretary. 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. 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 Commodore 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	53	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 54 In pursuance of the authority vested in the Trustees by the Members of the Club, 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 or payments whatsoever which may be properly incurred or made by them or any one of 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.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual Members 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 Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 - MEETINGS OF THE CLUB

Annual General Meeting 55 An Annual General Meeting of the Club shall be held each year between 1st November and the end of December following on a date to be fixed by the Committee. The Honorary Secretary shall at least twenty-eight days before the date of such meeting deliver to each Member notice hereof and of the business to be brought forward thereat.

Each notice or other document required or authorised to be given or sent under these Rules or the By-laws shall be deemed given or sent to all Members that are members of the same family residing in the same house if given or sent to one of those Members.

The accidental omission to give notice of a meeting of the Club to or the non-receipt of notice of such a meeting by anyone entitled to receive such notice shall not invalidate the proceedings at that meeting.

Business at Annual General Meeting 56 No business, except the presentation of the audited Accounts and the election of the Officers, Committee, Trustees and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting.

Special General Meeting 57 The Committee may at any time, upon giving twenty-eight 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 58 A Special General Meeting shall be held whenever considered necessary by the General Committee or within twenty-eight days of the receipt by the Honorary Secretary of a requisition in writing therefore of a number of Members entitled to attend and vote, being at least twenty or at least one tenth of the total number of Members so entitled, whichever is the less. Such a requisition shall state the business to be transacted and shall bear the

signatures of the requisitors. Within two weeks of his receipt of such a requisition the Honorary Secretary shall lay it before the General Committee.

Chairman at Meetings	59	At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
Quorum at Meetings	60	Fifteen Members entitled to vote and personally present shall form a quorum at any meeting of the Club.
Entitlement to vote at Meetings	61	Any Ordinary Member aged 18 years or over of not less than one year's standing as a Member, and none other, may vote at any General Meeting at which he is present in person.
Voting at Meetings	62	Voting, except upon the election of Members of the Committee, shall be by show of hands.
Equality of Votes	63	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 (see Rule 33).
Voting on Rule Change	64	On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any 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.

By-laws may be created, repealed or amended by a resolution carried at a General Committee Meeting.

Nothing in the By-laws shall be inconsistent with anything in these Rules.

The General Committee shall cause particulars of each change in these Rules and the By-laws to be published by means of a general notice within two weeks after the change has been made. These Rules and the By-laws shall be binding upon the Club and all Members, Affiliated Clubs, Visitors, and vessels that are under the auspices of the Club. Each question arising on their interpretation shall be referred to the General Committee. The decision of the General Committee on such a question shall be final.

SECTION 7 - DISSOLUTION OF THE CLUB

Dissolution of the Club	65	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 Trustees shall dispose of the net assets remaining to one or more of the following: <ul style="list-style-type: none">(i) to a charity and/or(ii) to another Club with similar sports purposes and/or(iii) to the sport's national governing body for use by it for related community sports.
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SECTION 8 – MISCELLANEOUS

- Opening of Club premises 66 The Club premises shall be open to Members at such times as the Committee shall direct.
- Affiliate Clubs 67 The Club Committee may admit and remove affiliate Clubs from time to time. An affiliate Club shall pay the Club such fees as the affiliate Club and the Committee agree. An affiliate Member is a Member of the affiliate Club. An affiliate Member shall have such use of the Club facilities as the Committee may from time to time and for such period decide except that such:
- (a) affiliates shall have no voting rights in relation to the Club;
 - (b) affiliates will be subject to such terms that the Committee shall decide;
 - (c) affiliation shall meet the requirements of section 62-64 of the Licensing Act 2003;
 - (d) Subject to specified conditions any Affiliated Club may have not more than six yachts, of which it is the owner, registered by the Club.
- Abandoned Boats, Caravans and/or Trailers 68 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 three months or more in arrears and/or a yacht or specified small craft and/or trailer the property of a Member or former Member remains upon the Club premises one month or more after the Club has given the Member or former Member notice to remove the vessel then the Member or former Member shall remove the yacht or specified small craft and/or trailer from the Club immediately. If the Member or former Member fails to remove the yacht or specified small craft and/or trailer then the Committee may: -
- (a) Move the yacht or specified small craft 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 two 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 yacht or specified small craft 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 yacht or specified small craft and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the yacht or specified small craft 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 yacht or specified small craft and/or trailer until such time as the owner collects the yacht or specified small craft 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 yacht or specified small craft 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	69	In addition to Rule 68 the Club shall at all times have a lien over Members' or former Members' <u>yacht</u> or <u>specified small craft</u> 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 <u>yacht</u> or <u>specified small craft</u> and/or trailer until such time as all monies due to the Club have been paid in full.
Obstruction by Vessels	70	No vessel that is under the auspices of the Club, shall moor or anchor so as to obstruct any channel, fairway, or slipway used by vessels or any fishing taking place from a bank, jetty, or pontoon. When she is not racing such a vessel shall keep out of the way of vessels that are racing.
By-laws	71	The Club may adopt such <u>By-laws</u> or Regulations as it considers appropriate for the good management of the Club and its facilities.
Acknowledgement	72	The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.