



# CONSTITUTION OF DALE YACHT CLUB, DECEMBER 2022

## SECTION 1 - NAME AND PURPOSES

1. The name of the Club shall be 'Dale Yacht Club' (hereinafter referred to in this document as the Club).
2. The purposes for which the Club is formed are to foster and encourage the sport of yachting and sailing for all, including youth participation; to generally facilitate "messing about in boats in a seaman like manner"; and to cultivate a diverse membership by providing social and other facilities for Members as may, from time to time, be determined.

## SECTION 2 - OFFICERS

3. All the Officers of the Club shall be Full, Life, Student or Family Members (who has attained the age of 18 years) of the Club. The Flag Officers shall consist of a Commodore, Vice-Commodore and Rear-Commodore. These Officers shall initially be elected for a three year term of office and may be re-elected at an Annual General Meeting. There shall be two other Officers namely a Secretary and a Treasurer.

### **Duties of Secretaries, Treasurer etc.**

4. The Secretary (and/or someone nominated by the Committee) shall:-

- (a) Keep a register of Club Members' names and addresses;
- (b) Conduct the correspondence of the Club;
- (c) Keep custody of all Club documents;
- (d) Keep full minutes of all meetings of the Club, the Committee and the sub-Committees which shall be confirmed and signed by the appropriate Chair upon the agreement of the Club, the Committee or sub-Committee at the next following meeting of the Club, the Committee or sub-Committee;
- (e) 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;
- (f) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law;
- (g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law;
- (h) Maintain affiliation to the Royal Yachting Association.

5. The Treasurer shall:-

- (a) 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;
- (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time;
- (c) Prepare an Annual Balance Sheet as at each year-end date and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually;
- (d) Cause to provide copies of the accounts to any Member who requests one prior to the Annual General Meeting;
- (e) Present the Annual Balance Sheet to the Club at its Annual General Meeting.

6. An Independent Examiner shall:-

(a) Be appointed by the Committee and shall be an appropriately experienced/qualified individual who does not have to be a Member of the Club but if so, is neither the Treasurer nor one of the other Flag Officers or Committee Members;

(b) The Independent Examiners shall review 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;

### **SECTION 3 - MEMBERSHIP**

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

**A FULL MEMBER** – being a person who, at the date of admission, shall have attained the age of 18 years shall have one vote.

**A LIFE MEMBER** - being a person who has already been granted the privilege of life membership. Life membership is no longer available but the privileges of existing Life Members remain and are the same as those for a Family Member.

**A FAMILY MEMBER** - which expression shall include one or two co-habiting adults and all children within their guardianship under 18 years of age on 1<sup>st</sup> January in the current year or in full time education. The family unit shall have one vote per adult.

**A JUNIOR MEMBER** - being a person who, on 1<sup>st</sup> January in the current year, is under the age of 18, 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 full Member or a Family Member.

**A STUDENT MEMBER** - being a person who, on 1st January in the current year, is between the age of 18 and 25 and is in full time education, shall have one vote.

Such a Member shall be one who at the commencement of the subscription year joins the Club other than as a full Member or a Family Member.

**AN HONORARY MEMBER** - being a person who has a special relationship to the Club who has specifically been granted such membership by the General Committee. Honorary membership extends only to the Honorary Member and to their spouse.  
Honorary Members shall have no vote.

**A TEMPORARY MEMBER** – being individuals or groups of individuals who are actively interested in boating or other activities of the club. Temporary members shall have no vote.

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**, their co-habitee (if any) and all their children within their guardianship under the age of 18 or in full time education, shall have the full use of all Club facilities subject only to any conditions imposed by the Licence held by the Caterer as regards the sale of alcohol on the premises.

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

**A JUNIOR MEMBER** shall have the full use of all Club facilities subject only to any regulations imposed by the Licence held by the Caterer as regards the sale of alcohol on the premises.

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

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

**A TEMPORARY MEMBER** (which expression may include Members of another RYA Affiliated Club or organisation) shall have the full use of Club facilities but:-

(a) Shall have no right to enter Member-only Club races or regattas unless specifically authorised by the Committee or a person appointed by the Committee with such duties e.g. Race Officer or a member of the Race Committee;

(b) Shall have no right to take any part in the management of the Club;

(c) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules as if they were a Member of the Club and so far as the said Rules, may be deemed to apply to such Temporary Member.

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

**9.**The rate of 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 January in the year following.

(a) Membership of the Club shall be open to anyone interested in the sport of yachting, sailing or generally messing about in boats 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) The privileges of membership of the Club include (but are not limited to) the right to fly the Club burgee (red with a yellow frog in a green circle), to use the Clubhouse and to take part in sailing races organised by the Club. Where a charge is levied for a Club race exemptions shall apply to a Junior Member, Student Member, or a Full, Life or Family Member who is in receipt of a State Benefit or State Pension.

(c) Members shall be entitled to purchase, with all proceeds going to the Club, an annual dinghy parking permit and/or an annual tender parking permit for a fee of such a sum as the Committee shall from time to time prescribe. This shall entitle a Member to a space on the Club's Dinghy Parking Area or in the Club's Tender Park subject to availability and allocation of a suitable space by the Committee or a person appointed by the Committee with such duties e.g. Boat Parking Officer.

Temporary Members may apply for short-term boat parking in the overflow dinghy park as allocated by the Boat Parking Officer for a fee of such a sum as the Committee shall from time to time prescribe.

However, the privileges rights and duties of membership of the Club shall be always subject to such terms, conditions and regulations as may be determined from time to time by the Committee.

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

(e) The 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.

10. Every Member shall furnish the Committee with an up-to-date address and if possible an email address which shall be recorded in the Register of Members and any notice sent to such address or email address shall be deemed to have been duly delivered.

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.

12. Upon receipt of an application for Membership, the Secretary shall enter such application in a Register of Candidates and there shall be an interval of at least 2 days before the meeting of the Committee at which such application for membership shall be considered. 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.

13. Upon admission, an applicant shall, within 1 calendar month, set up a Standing Order or other method for payment of such fees as shall be requested. In default of such payment, the admission shall be void unless sufficient cause for delay be shown.

14. A Member desirous of retiring from Membership shall give notice in writing to the Secretary before the last day of November and shall not then be liable to pay the subscription for the following 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.

15. 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, reinstate such Member upon payment of arrears. No Member whose annual payment is in arrears may enter any Member-only Club event or regatta or vote at any meeting.

### **Conduct of Members**

16. Every Member, upon joining the Club and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules.

17. Any breach of Rule 16 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 action by the Committee, which may include suspension for a specified period of time or expulsion.

Before taking such 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 an 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.

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 boat and/or trailer in accordance with Rule 55.

**18.** 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.

**19.** A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Committee.

**20.** Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Secretary.

**21.** Any person who is a competitor or crew member in any race or racing event sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of one day before and after the race or event in which they are competing.

**22.** 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 Rule 21.

### **Limitation of Club liability**

**23.** 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:-

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

### **SECTION 4 - MANAGEMENT COMMITTEE**

**24.** The Management Committee (referred to as 'the Committee') shall consist of the Officers ex officio, and not less than 4 nor more than 9 other Full, Life, Student or Family Members (who have attained the age of 18 years). Other Committee Members, having been elected at an Annual General Meeting can serve for three years without re-election and, if willing, can be re-elected.

**25.** Nominations for election of Officers and other members of the General Committee can be made only by Full, Life, Student or Family Members (who have attained the age of 18 years). Such nomination or nominations must be in writing, signed by a proposer and seconder and received by the Secretary at least by the date specified in the notice of the Annual General Meeting at which the election is to take place. Late nominations are permitted at the discretion of the Committee.

**26.** If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot. 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 by simple majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

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.

**27.** If, for any reason an outstanding or casual vacancy shall occur, the Committee may co-opt a Full, Life, Student or Family Member (who has attained the age of 18 years) to fill such a vacancy until the next following Annual General Meeting.

**28.** The Committee shall aim to meet every 2 months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in their absence a Chair elected by those present shall preside.

**29.** Voting shall be by show of hands. In the case of a resolution relating to the expulsion of a Member voting may be by secret ballot or the equivalent electronic platform. In the case of equality of votes the Commodore or Chair (as the case may be) shall have a second and casting vote.

**30.** 5 Members personally present or present via an electronic platform shall form a quorum at a meeting of the Committee.

### **Powers of the Committee**

**31.** The Committee shall manage the affairs of the Club according to the Club Rules and any relevant legal and operational obligations 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.

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.

**32.** 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. Officers of the Club shall be ex officio Members of all such sub-Committees.

**33.** 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.

**34.** 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 Committee. No one shall, without the express authority of the Committee, borrow money or incur debts on behalf of the Club or its Membership.

**35.** In pursuance of the authority vested in the Committee by Members of the Club, Members of the Committee 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.

**36.** 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/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."

**37.** The Committee may nominate such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed 5% of the total number of Members.

## **SECTION 5 – TRUSTEES**

**38.** There shall be not less than two and not more than four Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Life, Student, Family (who have attained the age of 18 years) or Honorary Members who are willing to be so appointed.

The Secretary shall maintain details of all Trustees and advise the committee if it becomes necessary to appoint further trustees.

A Trustee shall hold office until they shall resign by notice in writing given to the Committee or until a resolution removing them from office shall be passed at a meeting of the Committee.

**39.** 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 their 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 they shall by Deed duly appoint the person or persons so nominated by the Committee.

**40.** 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.

**41.** 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.

In order to ensure that the Club can meet its obligations in this respect a suitable insurance policy must be taken out by the Committee.

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**

**42.** An Annual General Meeting of the Club shall be held each year on a date to be fixed by the Committee. The Secretary shall at least 14 days before the date of such meeting post or deliver by email to each Member notice hereof and of the business to be brought forward thereat.

The Committee shall determine how a General Meeting is to be held, e.g. as an electronic general meeting, a physical general meeting or hybrid general meeting whereby some members are physically present and others are present via an electronic platform.

**43.** No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Independent Examiners, 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 21 days before the date of the Annual General Meeting.

**44.** The Committee may at any time, upon giving 14 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.

**45.** The Committee shall call a Special General Meeting (SGM) upon a written request addressed to the Secretary by at least 12 Members. The SGM must be called within 21 days of a request. The Committee shall give 14 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.

**46.** At every General Meeting of the Club, the Commodore or, in their absence, a Chair elected by those present shall preside.

**47.** 15 Members entitled to vote, including 2 officers, 1 of whom is a Flag officer, and either personally present or present via an electronic platform shall form a quorum at any General Meeting of the Club.

**48.** Only Full, Life, Student and Family Members (who have attained the age of 18 years) shall vote at any General Meeting of the Club. Other Members may attend but are not entitled to vote.

**49.** Voting methods will be agreed by the Committee and communicated prior to a General Meeting.

**50.** On any resolution properly put to a General Meeting of the Club relating to an amendment of this Constitution shall be agreed by a simple majority.

## **SECTION 7 - DISSOLUTION OF THE CLUB**

**51.** The Club may be wound up at a Special General Meeting convened for that purpose and as set out in Rules 44-50.

**52.** In the event of the passing of the resolution to wind up the Club, those Members entitled to vote shall ask the Trustees, along with a representative committee approved by the trustees, to



distribute the assets, including cash and investments in hand in accordance with the instructions of a General Meeting of the Members called to determine the distribution of the assets.

## **SECTION 8 - MISCELLANEOUS**

**53.** The 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.

**54.** 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 or tender park fees or otherwise) shall be 1 month or more in arrears and/or a boat and/or trailer the property of a Member or former Member remains upon the Club premises 1 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 boat and/or trailer from the Club land 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 their 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 6 years.

**55.** In addition to Rule 54 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.

**56.** The Club may adopt such Rules as it considers appropriate for the good management of the Club and its facilities.

**57.** The Members acknowledge that this Constitution constitutes a legally binding contract to regulate the relationship of the Members with each other and the Club.