

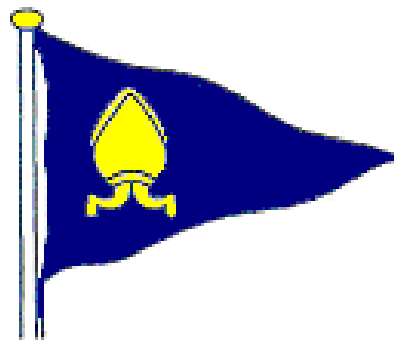
BRADING HAVEN YACHT CLUB

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CONSTITUTION CONTAINING RULES AND BYELAWS

JULY 2021

BRADING HAVEN YACHT CLUB CONSTITUTION CONTAINING RULES AND BYELAWS

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BRADING HAVEN CLUB CONSTITUTION CONTAINING RULES AND BYELAWS

SECTION 1 – NAME, CONSTITUTION AND OBJECTIVES OF THE CLUB

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| NAME AND CONSTITUTION OF THE CLUB | 1 | The Club shall be called BRADING HAVEN YACHT CLUB and that may be abbreviated as BHYC. It shall consist of Officers, Trustees, and Members. In recognition of the history of the area, the Club Burgee shall be blue, with a bishop's mitre in yellow in the centre signifying St Wilfred who, in the 7th century, sailed from Chichester Harbour, landed at Brading and brought Christianity to the Isle of Wight. A sealed pattern of the burgee shall be kept in the possession of the Secretary. |
| OBJECTIVES | 2 | The objectives of the Club are to promote and facilitate community participation and training in sailing and other waterborne and social activities through Club Membership. |
| | (a) | The Club shall be a non-profit making organisation, according to these Rules, and shall cause the funds of the Club to be applied solely to the objects of the Club or for a related benevolent or charitable purpose. |

SECTION 2 – MEMBERSHIP, FEES, GUESTS AND COMMUNICATION

- | | | |
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| ELIGIBILITY | 3 | Application for Membership of BHYC may be made to the Club Committee (referred to as the Committee in these Rules) from anyone with an affinity with the Club's objectives regardless of sex, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. |
| Categories of Membership | (a) | BHYC has six categories of membership, Full Members, Couples, Family Members, Cadet Members, Temporary Members and Associate Members.

The term 'Members' in these rules are defined as meaning Full and Junior Members of the Club. |
| FULL MEMBERS | 4 | Full members are divided into the following groups. |
| Full Members | (a) | Persons who are 18 years or older may apply to the Committee to be a Full Member of BHYC.

Only Full Members maintaining their full voting rights are able to vote at any meetings of the Club. |
| | (b) | Couples, two co-habiting adults living at the same address |
| | (c) | Families, two co-habiting adults residing at the same address and all children residing with them up to their eighteenth birthday |
| Life Members | (d) | Between 1950 and 1953, in return for one lump sum payment, Members were able to apply to the Committee to be elected as Life Members of BHYC, which gave them continued rights as Full Members of BHYC until their death, resignation or expulsion, without payment of any further annual subscription. |
| Honorary Members | (e) | In certain circumstances Members may be appointed as Admiral or Honorary Member. See Rule 10 for more details. |

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| JUNIOR MEMBERS | 5 | |
| Cadet Members | (a) | Cadet Membership is open to young persons of eight years through to their eighteenth birthday. Although Cadets have no right to vote at any meeting |

of the Club, they are encouraged to pass suggestions and feedback to the Club's Training Team, who may then make representations on their behalf at any meeting of the Club or management committee.

- Pre-Cadet Members (b) Pre-Cadet Membership is open to children through to their eighth birthday.
- TEMPORARY MEMBERS** 6 Persons shall be permitted admission to the Club's premises as Temporary Members under the following arrangements:
- (a) Applicants for Membership (Member elect) are regarded as Temporary Members pending the decision on their formal application.
 - (b) Persons may be proposed and seconded by two Full Members with voting rights or one Full Member and the Club Manager/Secretary, for Temporary Membership of the Club for periods of one, three or six months.
 - (c) Persons using the Club facilities as defined within Rules 27 and 28 below
 - (d) Once an application has been received and reviewed, and the applicants name exhibited on the notice board for 48hrs, applicants may use the full facilities of the Club until the formalities of the election process have been completed.
- ASSOCIATE MEMBERS** 7 Section 67 of the Licensing Act 2003 allows for members of recognised clubs to be admitted as Associate Members as Guests. BHYC recognises all RYA clubs as published by the Association, along with the list of clubs accepted by the Committee and maintained by the Secretary, the list being available for viewing on request.
- (a) Any person who does not qualify as an Associate as above, but who is a visiting entrant or crew member in any event organised by the Club, shall be deemed to be recognised by the club and entitled to the use the Clubhouse facilities of the Club as a Guest.
 - (b) All Guests, including Associate Members, visiting entrant or crew members in any event organised by the Club, are required to sign the Visitors' Book and before they may buy intoxicating liquor at the Club.
 - (c) The same individual may be introduced into the Club as a Guest on no more than six days in any one year, of which not more than two days may be in the month of August.
 - (d) A rejected candidate for Club Membership, or former Members whose names have been erased from the Membership List under Rule 40 and 41, will not be allowed entry to the Club as an Associate Member.
- APPLICATIONS FOR MEMBERSHIP** 8 All applications for membership must be on the BHYC Application form, include the appropriate fees and be given to the Secretary, who will submit them to the Committee as soon as possible.
- Full and Junior Membership (a) Applicants for Full, Cadet and Pre-cadet Membership of the Club shall be proposed by a current Full Member with voting rights and seconded by another, one of whom must be a member of the Committee and whenever possible, both shall be personally acquainted with the candidate.
- Lack of personal acquaintance (b) Where candidates for Full Membership do not have sufficient personal acquaintances within the Club, two members of the Committee once they have satisfied themselves as to the suitability of the applicant, may be the proposer and seconder for the Candidate.
- Cadet Membership (c) Proposers for Cadet Membership who shall act as the Cadet's Sponsor must

be the Cadet's Parent/Guardian, Grandparent, Uncle, or Aunt or other person approved by the Committee and who must be a Full Member with voting rights. In the event of the Sponsor ceasing to be a Member of the Club, the Cadet Membership shall also cease unless another sponsor in one of the above categories is willing to accept responsibility for the Cadet.

Pre-Cadet Membership (d) Proposers for Pre-Cadet Membership, who shall also act as the Pre-Cadet's Sponsor, must be the Pre-Cadet's Parent/Guardian, Grandparent, Uncle, or Aunt or other person approved by the Committee and who must be a Full Member with voting rights. At all times that the Pre-Cadet is on the Club premises the Sponsor must also be present, except that, following the completion of the first day of the Annual Sail Training Week, (STW), at the discretion of the Training Team, the Pre-Cadet may continue to participate in the STW without the Sponsor being present. In the event of the Sponsor ceasing to be a Member of the Club, the Cadet Membership shall also cease unless another sponsor in one of the above categories is willing to accept responsibility for the Cadet.

ELECTION AND RESIGNATION OF MEMBERS

9 The Committee shall vote for or reject applicants for Membership at a Committee Meeting. The Committee on behalf of the Club may reject membership only for good cause such as conduct or character likely to bring the Club into disrepute. Appeal against rejection of a membership application may be made to the membership in a General Meeting.

Committee voting using e-mail (a) If the Commodore considers that an application for membership should be resolved before the next committee meeting, the Committee may consider a resolution duly proposed and seconded and vote by e-mail following the procedures in Rule 24(e).

Election of Junior Members (b) Provided that an application for Junior Membership has met the general application requirements and those specifically for sponsorship, the Manager/Secretary may accept such membership on behalf of the Committee with immediate effect. The Manager/Secretary must however inform the Committee at its next meeting of these acceptances.

Notification to applicants (c) The Manager/Secretary shall inform each candidate in writing of the candidate's election or non-election to the Club.

Membership lists for bar staff (d) The Manager/Secretary shall maintain a list of the names of all Full and Junior Members and Temporary Members, (excluding Associates) and shall provide a copy to the bar staff.

Resignation of membership (e) Members wishing to resign are required to give notice in writing to the Manager/Secretary before 31 March.

Re-election of Former Members (f) Former Members, who have resigned, may be re-elected once at the current subscription, without payment of an entrance fee, on application to the Committee through the Manager/Secretary.

ELECTION OF HONORARY MEMBERS

10 **Honorary Member.** The Committee may, at its discretion, grant Honorary Membership to certain persons. These persons may become either Honorary Members by name or ex-officio Honorary Members on account of positions they hold in other clubs.

Election of Admiral (a) **Admiral.** In recognition of exceptional services to the Club and on the recommendation of the Committee, the honorary title of Admiral may be bestowed upon any Member of the Club by a majority of Members present and voting at a General Meeting. The title Honorary Member/Admiral shall

carry such privileges as may be decided upon by the Committee.

**ELECTION OF
TEMPORARY MEMBERS**

- 11** Persons may be proposed and seconded by two Full Members with voting rights or one Full Member and the Club Manager/Secretary, for Temporary Membership of the Club for periods of one, three or six months. At the end of the period, their membership may be continued by the submission of an application for Full and Junior membership or their membership of the club will cease.

The Committee shall have the power to suspend or restrict the operation of this rule as it deems fit.

A Temporary Member shall have no right to take any part in the management of the Club.

Ineligibility for
Temporary and
Associate Membership

- (a) Temporary and Associate Membership shall not be available to a person who has previously applied for membership, but whose application has been rejected, or who has formerly been a Member but whose name has been erased from the membership list under Rules 40 and 41.

**FEES AND
SUBSCRIPTIONS**

- 12** Entrance fees, when applicable, shall be tendered at the time of application for membership, together with the appropriate subscription. Thereafter, annual subscriptions shall become due on 1 April in each year.

Entrance fees

- (a) Entrance Fees do not apply to Junior Members or to Full Members under twenty-one years of age, (and twenty-five years when attending full time further education as a bona-fide student). Cadet Members may become Full Members on reaching the age of 18 without payment of an entrance fee.

Entrance fees for
partners of Members

- (b) The entrance fee shall be waived for one partner in a marriage/civil partnership or co-habiting relationship when both partners apply for Full Membership.

Annual subscriptions
and fees

- (c) The annual subscription shall be reduced for one partner in a marriage/civil partnership or co-habiting relationship when both partners are Full Members.

Young members

- (d) The annual subscription shall be reduced for Full Members aged less than twenty-one years (twenty-five years if attending full time further education as a bona-fide student).

Pro-rata membership
fees

- (e) Subscriptions for new Members joining part way through the Club year may be calculated pro-rata according to the number of months remaining in that year.

Unpaid subscriptions

- (f) Members whose subscriptions are unpaid in full by 5 April shall be sent a final reminder by the Manager/Secretary and advised that, unless the outstanding amount is received within the next fourteen days, they will be deemed to have terminated their membership and their names will be deleted from the Membership List. The Committee is empowered to reinstate such Members upon receiving a satisfactory explanation and payment of all monies outstanding.

Fees for boat parking

- (g) Members who wish to use a Club mooring or boat parking space shall apply annually by submission of an application in the form from time to time prescribed by the Offshore Committee. When a mooring or boat parking space has been allocated and subsequently on 1 April each year, they shall pay an annual fee as set by the Committee.

Fees for Temporary Members (h) The subscription for Temporary membership shall be determined by the Committee from time to time. Should a Temporary Member become a Full Member of the Club their first full membership subscription may be reduced by the amount paid for their temporary membership.

Temporary absence of Members (i) A Member who, for any reason, anticipates inability to use the Club or its facilities for the whole of any one financial year shall be excused payment of the annual subscription provided that notice in writing is given to the Manager/Secretary at least one calendar month before the beginning of the relevant financial 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.

GUESTS OF MEMBERS 13 Members may introduce Guests into the Club, for whom they are personally responsible, under the following conditions:

(a) Members introducing guests shall enter their guest's name(s) in the Visitors Book on each occasion and counter sign the entry.

(b) The same individual may be introduced into the Club as a Guest on no more than six days in any one year, of which not more than two days may be in the month of August.

(c) Members shall not introduce rejected candidates for Club Membership as Guests, or former Members whose names have been erased from the Membership List under Rules 40 and 41.

COMMUNICATION WITH MEMBERS 14 Every Member shall furnish the Manager/Secretary with an up-to-date postal address and where applicable 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.

Electronic Communication (a) The Club may from time to time wish to communicate with Members by electronic mail (email) or by using the Club web site. Members who do not wish to receive Club communications in this way shall so indicate in the space provided on their membership application or renewal form.

Communication via the Club Noticeboard (b) All Club Notices posted upon the Club notice board three days previous to the event to which they relate shall be deemed sufficient notice to all Members unless otherwise presented in the Rules.

Member's notices on the Club Noticeboard (c) No notice, petition or advertisement may be placed on a Club notice board unless signed and dated or otherwise authorised by an Officer. Any notice so displayed may be removed by the Secretary after a period of eight weeks.

SECTION 3 - OFFICERS OF THE CLUB

CLUB MANAGER / SECRETARY 15 The Committee may appoint a Club Manager/Secretary (referred to as The Manager/Secretary in these rules) as an employee of the Club to carry out the day-to-day administration and operation of the Club, as directed by the Committee. The Manager/Secretary will be regarded as an ex officio Officer of the club, will attend all meetings of The Club, the Committee and sub-committees as required but will not be a member of any committee and will not have the power to propose or second motions or vote on any issues as per rule 24c.

DESIGNATED OFFICERS 16 Flag Officers and any other Officers of the Club shall be Full Members.

- Flag Officers (a) Flag Officers shall consist of the Commodore and may consist of a Vice Commodore and Rear Commodores. In the event that a Vice Commodore is not appointed one of the Rear Commodores may, in addition to the Rear Commodore role, be designated Vice Commodore.
- Appointment of Officers (b) The Officers shall be elected by a General Meeting. The Officers shall serve for a term of two years. In all cases the term of office shall commence at the conclusion of the General Meeting.
- The Commodore (c) The Commodore shall not be eligible for re-election as Commodore, Vice Commodore or Rear Commodore until at least one year after the end of their term of office save that if (i) the Committee has determined that there are exceptional circumstances that warrant an extended term in office as Commodore, which will be a maximum of a further 24-month term and (ii) the Commodore's term of office which would otherwise expire at the time of such re-election has not previously been extended under paragraph (i) of this rule 16(c), then the Commodore shall be eligible for immediate re-election as Commodore. In exceptional circumstances at the AGM, the retiring Commodore may be elected to any other position on the Committee. The Vice Commodore, Rear Commodores and Finance Officer shall be eligible for immediate re-election.
- Retiring Commodore (d) The Retiring Commodore, in the year following his term of office, may attend all Committee meetings but may not propose or second any motions and may not vote.

SECTION 4 - GENERAL MEETINGS OF THE CLUB

- ANNUAL GENERAL MEETING** 17 One AGM of the Club shall be held during each subscription year and Members shall be informed of the date fixed at least two calendar months before such date.
- (a) No business, except the passing of the accounts and the election of the Officers, Committee, Trustees, Appeal Panel members and Independent Examiners and any business that the Committee may order, shall be discussed at such meeting unless notice thereof be given in writing by a Member entitled to vote to the Manager/Secretary at least one calendar month before the date of the AGM.
- (b) Members shall be informed of the business to be conducted at the AGM not less than fourteen days before the date of the Meeting.
- ATTENDANCE AT GENERAL MEETINGS** 18 All Members may attend General Meetings, but only Full Members with voting rights may vote. Thirty Full Members present and entitled to vote shall form a quorum.
- The senior Flag Officer present shall chair the meeting. If no Flag Officer is present, the meeting shall elect its own chairman.
- VOTING AT GENERAL MEETINGS** 19 Voting, for the election of Officers Committee members and Appeal Panel members shall be by ballot, for all other resolutions shall be by show of hands.
- (a) Resolutions relating to the creation, repeal or amendment of any Rule of the Club may only be considered at a General Meeting of the Club and shall be carried by a majority vote of those present and entitled to vote.

- (b) Resolutions relating to the endorsement, repeal or amendment of any Byelaw of the Club may only be considered at a general meeting of the Club and shall be carried by a majority vote of those present and entitled to vote.
- (c) The Chairman shall have the casting vote.
- (d) In order to facilitate participation in important decisions by mainland Members, and Island Members unable to attend a General Meeting due to holiday, work commitments or health reasons, the Committee may at its absolute discretion organise an online voting system to supplement voting by those present upon one or more of the resolutions due for determination at a General Meeting.

**ELECTION OF OFFICERS,
COMMITTEE MEMBERS
AND APPEAL PANEL
MEMBERS**

- 20** If there is no contest for candidates standing for the post of Officer, or if the number of candidates for election to the Committee or to the Appeal Panel is equal to or less than the number of vacancies to be filled, then an individual candidate shall be deemed to be elected if the majority of those present and entitled to vote at the meeting, vote in favour of the individual candidate.
- (a) In the event of the ballot failing to determine the election of one or more Officers, Committee members or Appeal Panel members because of an equality of votes cast, the candidate who obtained the least number of votes initially shall be deemed to be eliminated and a second ballot for that post shall be held. This process shall be repeated as necessary until a candidate obtains a majority of votes cast or until only two candidates remain. If the ballot with these two candidates results in an equality of votes, the candidate to be elected shall be determined by lot.

**SPECIAL GENERAL
MEETING**

- 21** The Committee may call a Special General Meeting on giving at least fourteen days' notice to Members, such notice specifying in the form of a resolution, or resolutions, the subject or subjects to be discussed, and to such resolution or resolutions, or amendment or amendments thereon, the discussion and voting shall be strictly confined.
- (a) The Committee shall also call a Special General Meeting upon the written request addressed to the Secretary of thirty Full Members with voting rights not being of the Committee, or 10% of the voting membership (whichever is the fewer number), such request specifying in the form of a resolution, or resolutions, the subject or subjects to be discussed, and to such resolution or resolutions, or amendment or amendments thereon, the discussion and voting shall be strictly confined.

SECTION 5 - MANAGEMENT COMMITTEE

CONTROL OF THE CLUB

- 22** Control of the Club shall be vested in the Committee, which shall manage the Club.

Club operations

- (a) The Committee shall review, update annually and work to deliver the Club Development Plan and the On-Water Safety Manual. The duties of the Officers shall be as required by the Committee.

**COMPOSITION OF THE
COMMITTEE**

- 23** The Committee shall consist of the Officers plus up to six Full Members with voting rights of the Club elected at the AGM and the Club Manager/Secretary. At each AGM, half of the elected committee members shall retire by rotation, but they shall be eligible for re-election at that

meeting.

- Notification of appointment to posts (a) In each year, the Management Committee (shortened to Committee in these Rules) shall nominate a Full Member to fill each vacancy: the name or names to be circulated to all Members in the AGM Notice.
- Membership nominations to the Committee (b) Any two Full Members with voting rights of the Club may nominate another Full Member to serve on the Committee. The name of each nominated Member, including the names of retiring members eligible for re-election, (providing the candidate has consented) shall be sent in writing to the Secretary not less than one calendar month before the AGM. A list of nominees, together with the names of the proposers and seconders, shall be displayed on the Club Notice Board for at least 14 days prior to the AGM.
- Vacancies (c) The Committee may fill any vacancy that may occur during the year by the appointment of a Full Member of the Club to act until the next AGM.

COMMITTEE MEETINGS 24 The Committee shall meet as many times a year as it deems necessary, making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish. There must be a minimum of five members of the Committee present at all meetings to form a quorum.

Attendance and agendas (a) Committee members shall be notified at least seven days in advance of the time and place of a Committee meeting. The Committee may remove the name of any member who fails to attend four consecutive Committee meetings of which they have received due notice.

Chairman (b) The senior Flag Officer present shall preside at the meeting. If no Flag Officer is present the meeting shall appoint its own Chairman.

Voting rights (c) The Trustees, Manager/Secretary and the retiring Commodore, shall not be members of any committee and shall not propose or second motions and shall not vote. They may attend any Committee or Sub-Committee meeting during their term of office.

Voting procedure (d) Voting at Committee meetings shall be by show of hands except on motions relating to the election or expulsion of Members, in which cases ballot forms shall be used. All resolutions, including those relating to the election or expulsion of Members, shall be carried by a simple majority. The Chairman shall not propose or second motions and shall in all cases have a casting vote only.

Electronic voting (e) If the Management Committee considers that an issue should be resolved before the next Committee meeting, the Committee may consider a resolution duly proposed and seconded and vote by e-mail. The result of the ballot shall be sent to all Committee members by e-mail, and the resolution, the names of the proposer and seconder, the votes cast and the decision shall be recorded in the minutes of the next Committee meeting. The vote by e-mail shall only be carried if it is a majority vote; should any objections be raised, the issue will be resolved at a Committee meeting at the earliest opportunity.

POWERS OF THE COMMITTEE 25 The Committee has the following powers: -

Bye-laws (a) The Committee may propose such bye-laws as it deems necessary. Any proposed bye-law shall be displayed on the Club Noticeboard and on the Members Section of the club Website for a period of 14 days. Members

have a further 7 days to submit in writing, or by e-mail their objections to the proposed bye-law to the Secretary.

- (b) Should any objection submitted by a Full Member with voting rights require further consideration by the Committee or Members, the proposed bye-law may either be cancelled or revised and the consultation process repeated.
- (c) Following exhibition on the Club notice board and on the Members Section of the Club Website for 14 days and the 7-day period for objections to be raised, such bye-laws shall be binding on Members and shall remain in force until approved or set aside by a vote of a General Meeting of the Club.
- Ad-hoc Committee Members (d) The Committee may co-opt up to two ad-hoc Full Members to serve on Committees or Sub-committees where their knowledge or experience would be advantageous to the club. The co-opted members must participate in a non-voting role.
- Payments of expenses (e) The Committee may authorise the payment of expenses and may grant honoraria as it deems fit.
- Sub-Committees (f) The Committee may appoint such Sub-Committees as it deems necessary and may delegate such of its business as it may think fit upon such terms and conditions as shall be deemed expedient (see Rule 29) and/or required by law. Each Sub-Committee shall consist of such members of the Committee or Full Members of the Club including co-opted persons as the Committee shall think fit.
- Annual report (g) The Committee shall submit a report of the year's activities, together with an annual independently examined statement of accounts, to the AGM for approval. The Independent Examiners shall be appointed at the AGM.
- Setting of fees (h) The Committee shall determine membership entrance fees and set the level of subscriptions and boat parking and mooring fees (see Rule 10). Any increase of any of these shall become effective on the next annual subscription renewal date of 1st April.
- Membership numbers (i) The Committee may restrict the number of Members of the Club as and when it is considered necessary to do so according to available facilities on a non-discriminatory basis, and may establish a waiting list for applicants who wish to join.
- Club employees (j) The Committee may at its absolute discretion employ one or more persons to assist with the administration and operation of the Club. The Committee shall have the power to direct that employed persons may be admitted to the Club premises and that intoxicating liquor may be supplied to them by or on behalf of the Club for consumption on the premises. The Committee may further direct that other facilities maintained by the Club for the benefit of its Members may also be made available to them.
- (k) In exceptional circumstances, a Member of the Club may be employed by the Committee to assist with the administration or operation of the Club.
- COMMITTEE MEMBERS AND CLUB BUSINESS** 26 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 contract only as far as expressly authorised, or authorised by implication, by the Members. No one shall, without the express authority of the membership in a General Meeting, and recorded in the minutes of that meeting, pledge the credit of the membership.

- (a) 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.
- (b) 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.
- (c) 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.

USE OF CLUB FOR PRIVATE FUNCTIONS

27 The Committee or its designated representative may, at its absolute discretion and on such terms and conditions as may be determined from time to time, allow individual Members, other clubs, or associations, to use the Club premises for personal use or a function, provided that it is not regarded as unduly detrimental to other Members' interests. As no part of the Club is barred from use by other Members on such occasions, no such function can be completely private. The Member or club/association official requesting the use shall remain on the Club premises at all times during the use, and specifically until all of their guests have left.

- (a) The Member or club/association official shall provide a full list of all guests to the Club, which will be displayed on the Club notice board at least 48 hours in advance of the function. All guests on the list will be deemed to be Temporary Members for the term of the function.

USE OF CLUB FOR BUSINESS PURPOSES

28 The Committee may, at its absolute discretion and on such terms and conditions as may be determined from time to time, allow use of Club premises and facilities by Members for business purposes or financial reward, provided that:

- (a) Such use is not regarded as detrimental to the interests of other Members.
- (b) The Member concerned demonstrates that they hold an appropriate amount of public liability insurance.
- (c) The Member makes clear to any person taking advantage of the service they offer that the Club has no connection with that service and that the Member is in a position to take personal responsibility for any liability that may arise.
- (d) Should the use of bar facilities be required during the event the Member shall provide a full list of all attendees to the Club which will be displayed on the Club notice board at least 48 hours in advance of the event. All attendees on the list will be deemed to be Temporary Members for the term of the function.
- (e) Any such use without the prior express permission of the Committee is strictly prohibited.

SECTION 6 - CLUB SUB-COMMITTEES

FORMATION & SCOPE

29 At its first meeting after the AGM, the Committee may establish one or

OF SUB-COMMITTEES

more Sub-Committees to which it may delegate responsibilities which may include but need not be limited to the following: -

- Offshore Committee (a) To define and implement the Club's sailing programme, including racing, training and other activities, to acquire, maintain, and dispose of the Club boats, and to be responsible for all matters relating to sailing, mooring, storage and parking of boats.
- Onshore Committee (b) To provide and be responsible for, the social activities of the Club, in accordance with the Licensing Act 2003. To be responsible for all matters relating to the Club premises and properties, their upkeep and repair. To be responsible for running the bar in accordance with the Club Premises Certificate and the Licensing Act 2003, and for operation of the catering franchise.
- Finance Officer (c) To oversee the budget and finances of the Club and report back to the Management Committee any changes or actions that may be required.
- Sub-Committee budgets (d) Each of the Sub-Committees shall prepare its own annual budget including explicit statements of all proposed charges to Members, for review and approval by the Committee or a Sub-Committee charged with that responsibility.
- Sub-Committee powers (e) The detailed powers and responsibilities of the Sub-Committees shall be contained in the Club Operations Manual.

SUB-COMMITTEE APPOINTEES

- 30** At its first meeting after the AGM the Committee shall appoint from within its membership both a person to act as Chairman of each Sub-Committee as well as at least one other person to serve on each Sub-Committee
- (a) Subject to the approval of the Committee, all Sub-Committees may appoint an unlimited number of co-opted members, who shall be Full Members of the Club retaining voting rights.
- (b) All members of all Sub-Committees shall retire annually but shall be eligible for re-appointment.

CONDUCT OF SUB-COMMITTEES

- 31** The conduct of Sub-Committee meetings shall be as follows: -
- (a) All Sub-Committees shall keep records of their meetings and report accordingly to the Committee.
- (b) Three members shall form a quorum at a Sub-Committee meeting.
- (c) Resolutions shall be duly proposed and seconded. Voting shall be by show of hands, and passed by a simple majority. The Chairman shall not propose or second motions and shall in all cases have a casting vote only.
- (d) The Committee may remove the name of any member of any Sub-Committee who fails to attend four consecutive meetings of which he has received due notice.
- (e) A Sub-Committee chairman who is unable to attend the meeting of another Sub-Committee may nominate a representative of his own Sub-Committee to attend on his behalf. This representative may by delegation exercise any of his chairman's powers at that meeting only.

SECTION 7 - LIMITATION OF CLUB LIABILITY

DEFINITION OF THE CLUB **32** All references to the Club in this rule shall mean each and every individual Member of the Club from time to time

(a) Members of all categories and their Guests are bound by the following Rule, which shall also be exhibited in a prominent place within the Club premises.

USE OF THE CLUB BY MEMBERS AND THEIR GUESTS **33** Members of the Club and their Guests 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 liability for any damage to or loss of property belonging to Members or their Guests.

(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 their Guests, or caused by the said Members or Guests 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.

DATA PROTECTION **34** Membership of the Club and acceptance of these Rules by the Members will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Acts.

SECTION 8 - TRUSTEES

APPOINTMENT AND TERM OF OFFICE **35** There shall be three Trustees of the Club who shall be nominated from time to time as necessary by the Committee of the Club from among Full or Honorary Members who are willing to be so nominated. Election of nominees shall be by a resolution passed at a General Meeting of the Club.

(a) A Trustee shall hold office for a maximum term of 10-years.

(b) Trustees may resign by submitting their notice in writing to the Committee.

(c) Trustees may be removed by a resolution passed at a General Meeting of the Club by a majority comprising two-thirds of the Members present and entitled to vote.

(d) In exceptional circumstances, Trustees may be re-elected for a further period at an Annual General Meeting.

TRUSTEES VESTING OF CLUB PROPERTY **36** 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. The Club shall keep an inventory of all Club property above a value of £200 that shall be reviewed at least annually and which shall be made available to any Trustee on request.

(a) In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place. The Committee shall then 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 Committee are hereby nominated as the persons to appoint a new Trustee of the Club within the meaning of Section 36 of the Trustee Act 1925 and shall by Deed duly appoint the person so nominated

until the next AGM. The Manager/Secretary shall inform Members of the name of the appointed Trustee who appointment shall be endorsed by election as in Rule 15 at the next AGM.

- (b) 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 after the express authority of the Membership in General Meeting 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.

INDEMNIFICATION OF TRUSTEES

- 37** The Trustees shall be indemnified by the Committee 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.
- (a) The following statement shall be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club. "The liability of the Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club".

APPOINTMENT AND TERM OF OFFICE

SECTION 9 – APPEAL PANEL

- 38** There shall be five Appeal Panel members of the Club who shall be proposed by any two Full Members giving notice in writing to the Secretary and elections shall take place at a General Meeting in accordance with Rules 19 and 20.
- (a) An Appeal Panel member shall hold office for a term of 5-years.
- (b) No Club Officer, Management Committee Member, Trustee or Employee of the Club shall serve on the Appeal Panel and in the event that a Panel Member takes any of the above appointments then he or she shall resign from the Panel.
- (c) If membership of the Panel falls below five then the remaining members of the Panel shall appoint a Full Member as a replacement to serve until the next AGM.
- (d) Appeal Panel members may be removed by a resolution passed at a General Meeting of the Club by a majority vote of the Members present and entitled to vote.
- (e) In exceptional circumstances, Appeal Panel members may be re-elected for a further period at an Annual General Meeting.

SECTION 10 - SUPPLY OF INTOXICATING LIQUOR

TERMS OF SUPPLY

- 39** All provisions, wines, spirits, liquors and other excisable articles shall be under the control of the Committee (or a Sub-Committee appointed by the Committee) for the benefit of Members of the Club. No intoxicating liquors

shall be supplied on the Club premises otherwise than by, or on behalf of, the Club, and only those so supplied shall be consumed thereon.

- (a) The hours during which intoxicating liquors may be served in the Club shall be specified by the Committee (subject to the terms of the Club premises certificate) and a notice of these hours, signed by the Secretary, will be placed on the Club Notice Board in accordance with the operating schedule.
- (b) No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

THE ACCOUNTS

- 40** Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year. Such information as the Officers of the Club 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 11. CONDUCT OF MEMBERS AND PROTECTION OF CLUB PREMISES AND FACILITIES

COMPLIANCE WITH THE CLUB CONSTITUTION

- 41** Every Member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Constitution containing the Club Rules and any Byelaws and Regulations of the Club and the Club Disciplinary Policy.
 - (a) Any breach of Rule 39 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 from the Club for a period up to and not exceeding 18-months or expulsion of Membership.
 - (b) Where the complaint is made by or about a member of the Management Committee or Club Manager/Secretary, they will be immediately excluded from all Management discussions or meetings on the subject save for those involving their direct role in the complaint.
 - (c) In the first instance, and wherever possible, an informal investigation and meeting shall be convened by a Flag Officer of the Club, Member(s) of Management or the Welfare Officer. The meeting will include the complainant and individual(s) concerned to reach a resolution. If an informal resolution is agreed there shall be no further action required.

DISCIPLINARY ACTION

- 42** The Committee may temporarily suspend a Member, pending an investigation into gross misconduct, when in their opinion such action is in the best interests of the Club.
 - (a) 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.
 - (b) 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 for a maximum of 14-days, when in their opinion such action is in the interests of the Club.

RIGHT OF APPEAL

- 43** Following Disciplinary action, a Member shall have the right of appeal

against any decision provided such appeal is made in writing, by the Member, within 28 days of the decision. An appeal meeting will be arranged and chaired by the Appeal Panel. The appeal meeting outcome shall be decided by the Appeal Panel and any decision made by the appeal process shall be conclusive and binding on all parties, without further appeal.

- DAMAGE TO CLUB PROPERTY** **44** 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 Manager/Secretary upon the instructions of the Committee.
- NOTICE BOARDS** **45** A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary (see Rule 14(c)).
- SETTLEMENT OF DEBTS** **46** Members 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.
- SUGGESTION BOOK** **47** All suggestions shall be entered in the Suggestion Book and signed and dated by the Member.
- COMPLAINTS** **48** Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Manager/Secretary. Under no circumstances shall a servant of the Club, or the Catering Staff, be personally reprimanded by a member. Members shall not direct, or censure, either Club or Catering Staff. Members may liaise with Club or Catering Staff over arrangements for Club or private functions providing prior agreement has been obtained from the relevant Flag Officer or the Manager/Secretary.

SECTION 12 - BOAT PARKING AND MOORING

- APPROVAL TO USE CLUB FACILITIES** **49** Boats may be left on the Club premises or moorings only after submission and approval by the Committee of a formal application including confirmation that the boat is insured against third party claims to the minimum level of liability specified in the Boat Mooring or Parking application form, and subsequent payment of the appropriate fees.
- Vacating Moorings or Parking Spaces (a) Members vacating their mooring or boat parking space part way through the year shall not themselves allocate it to another Member. Reimbursement of part of the fee paid may be made at the discretion of the Offshore Committee provided the mooring or boat parking space can be reallocated.
- MEMBERS' BOATS ON CLUB PONTOONS** **50** Temporary berthing on the Club's pontoons for boats belonging to Members who have a current mooring within the harbour is permitted free of charge subject to the following conditions: -
- (a) Except in the case of emergency, prior arrangements to use this facility must be made with the Club boatman.
- (b) This facility is normally limited to 24 hours, with no return within the subsequent 24-hour period, which, in exceptional circumstances, may be extended to a maximum of five days on any occasion, and no more than two boats may be rafted abreast. Under the terms of its lease with the Club, the

Harbour Company is entitled to levy a charge on the Club, equivalent to its current tariff of charges for berthing vessels, for the whole of the period the Member's boat is alongside the pontoon. In the event of the Club being so charged, the Member whose boat is involved shall be liable to reimburse the Club with the full amount forthwith.

- (c) Members using the facility should do so in a seamanlike way and should avoid berthing when Club racing and events on the water are taking place, particularly at weekends.
- (d) Members using the facility accept that the Club may move or remove any boat failing to comply with these Rules, or considered to be a nuisance or annoyance to other Members.
- (e) Dinghy and tender owners who have an allocated space in the Club boat park may also moor at the Club pontoons and shall respect these requirements as appropriate, except that Members allocated a mooring space for their tenders on the eastern pontoon may leave their boats there continuously all season.

- ARREARS OF BOAT FEES** **51** If at any time any boat parking or mooring fees payable to the Club by any Member or former Member shall be three months or more in arrears: -
- (a) The Committee shall be entitled to move the boat to any other part of the premises without being liable for any loss or damage to the boat howsoever caused.
 - (b) The Committee shall be entitled upon giving one month's notice in writing to the Member or former Member, at his last known address shown in the Register of Members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription or mooring fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.
 - (c) Alternatively, any boat which, in the opinion of the Committee cannot be sold, may, upon such notice as aforesaid, be disposed of in any manner the Committee may think fit and the expenses recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the Member or former Member.
 - (d) Further the Club shall, at all times, have a lien over Members' or former Members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.
 - (e) 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 vessel is sold the proceeds of sale (less any indebtedness by the Member or former Member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member or former Member or otherwise) for a period of six years.

SERVICING OF BOATS **52** Members shall not make any arrangements directly with Club Staff to service their boats.

ABIDANCE OF CLUB RULES **53** Members shall abide by the Club's Terms and Conditions regarding boat parking and mooring.

STORAGE OF FUEL 54 The storage on Club premises of fuel in containers belonging to Members is not permitted.

SECTION 13 - DISSOLUTION OF THE CLUB

RESOLUTION FOR THE DISSOLUTION OF THE CLUB 55 If, at any General Meeting, a resolution for the dissolution of the Club shall be passed by a majority of the Members present, and such resolution shall, at a Special General Meeting held not less than one month thereafter, be confirmed by a resolution passed by a majority of two-thirds of the Members voting thereon, the Trustees shall thereupon, or at such future dates as shall be specified in the resolution, proceed to realise the property of the Club, and after the discharge of all liabilities shall arrange for distribution of the remaining assets to another RYA recognised Sailing/Yacht Club (howsoever constituted) or a charitable organisation as determined by the Members at the special meeting. Upon the completion of such distribution the Club shall be dissolved.

APPENDIX A

APPENDIX TO THE CONSTITUTION AND RULES - BYELAWS

YOUNG PEOPLE ON THE CLUB PREMISES A1 Young people are encouraged to use the Club premises and facilities. However, Members and their Guests are reminded that, except as stated below, all minors on the Club site are the absolute and continuous responsibility of their parent, guardian or sponsor as appropriate.

Supervision (a) The Club, its Officers or staff cannot be expected to exercise supervision or control Junior Members whether afloat or ashore on the Club premises except when they are participating in Club organised activities. At all other times Junior Members are the sole responsibility of their sponsors.
(b) No person under the age of ten shall be permitted in the Club House after 2100 hours, except at designated functions.

CLUB PATROL BOATS A2 Club Patrol Boat cover is only provided for Members signed on for and participating in Club racing, pottering, training or other Club-organised activities.

RYA RECOGNISED TRAINING CENTRE A3 BHYC is currently certified by the RYA as a Recognised Training Centre (RTC).

RTC Principal (a) The Offshore Committee shall nominate a Principal for the RTC, whose candidature shall be approved by the Committee, and who shall hold office until they resign or removed by the Committee. The Principal shall define and implement the RTC programme of training, reporting as appropriate to the Offshore Committee.

BHYC SAIL TRAINING WEEK A4 All Members may apply for a place on the annual Sail Training Week.

USE OF MEMBERS' BOATS DURING SAIL TRAINING WEEK A5 The Club will reimburse Members who, following a request from the Club, make their boats available for the Club's use during the whole of Sail Training Week.

Agreement in Writing (a) Any arrangement for such use shall be agreed in writing by the Offshore Committee by the beginning of Sail Training Week and shall apply for one season only.

- Reimbursement (b) Reimbursement will be made at the end of Sail Training Week to the value of one half of the current annual boat parking/mooring fee for that boat.
- Insurance (c) A Member's boat which is hired to the Club for use during Sail Training Week will be covered by the Club's insurance policy whilst being so used unless the owner is in the boat, in which case it will not be covered by the Club's policy and it is the owner's responsibility to ensure that his/her insurance covers the period of use.
- SCRUBBING PILES** **A6** With prior booking with the Boatman, Members may use the Club's scrubbing piles for the purposes of cleaning or repairing their boats. The normal stay shall be 24 hours and the maximum stay at any one time shall be five days. Strength and suitability of the piles and hard standing relative to the size and type of boat is at the judgement and discretion of the individual Member concerned.
- CAR PARKING** **A7** Members are requested to consider the convenience of others when parking their cars in the Club car park, where they are left at the owner's risk.
- DOGS IN THE CLUB HOUSE** **A8** Dogs, apart from Guide Dogs and Assistance Dogs, are not permitted in the Club House during the months of July and August. All dogs must be kept on a lead at all times whilst on Club premises.

APPENDIX B

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