



## **Constitution of the Montrose Sailing Club (2012 amendment)**

Voted on and accepted as The Montrose Sailing Club Constitution at an EGM on 18 August 2012.  
This Constitution supersedes all previous MSC Constitutions and Amendments.

### **1.0 General**

1.1 The name of the club is “Montrose Sailing Club”, hereinafter referred to as “The Club”.

1.2 The Club is a non-profit making organisation, and as such is bound by all legislation relevant to this status that may from time to time be amended by UK law.

1.3 The Club shall be affiliated to the Royal Yachting Association (RYA) and shall pay such dues required by the RYA.

1.4 The Club shall operate on a calendar year commencing 1<sup>st</sup> November and ending 31<sup>st</sup> October.

1.5 The object for which The Club is formed is to promote and facilitate the sport of sailing and related activities, within the facilities and the means available to The Club, for the benefit of its members as may be from time to time be organised by The Main Committee in conformance with The Club’s Constitution.

### **2.0 Committees.**

2.1 The Club shall be governed by a Main Committee.

2.2 The Main Committee shall consist of 4 office bearing members comprising Commodore, Vice Commodore (also referred to as Flag Officers), Treasurer, and Secretary and up to 6 non office bearing members, all of whom shall be Full or Family Members, and who shall hold office until the end of the next Annual General Meeting.

2.3 The Main Committee shall be elected on an annual basis at the Annual General Meeting for that year which should occur in the November following the end of the current club “year”.

2.4 The Main Committee shall have the power to vote on a replacement office bearer or non office-bearing member during The Club “year” to the Main or other committees.

2.5 The Main Committee may leave a position on the committee unfilled if vacated during the Club “year”.

2.6 Both the offices of Commodore and Vice Commodore may only be filled by the same person for a maximum of 3 consecutive years. All other office and non-office positions can be filled for consecutive years, without time limit, by the same person if so elected at the Annual General Meeting.

2.7 The out going Flag Officers (Commodore and Vice Commodore) may take other committee positions if so elected. Those that have held the office of Commodore or Vice Commodore can be re-elected to their previous position providing there has been a two-year gap.

2.8 The Main Committee has the powers to form sub committees and to appoint a ‘Chair’ who shall report to The Main Committee. All actions of a sub committee shall be bound by the Constitution of The Club.

2.9 All those on the Main Committee or any sub committee shall have a single vote. Decisions shall be "carried" on a majority-voting basis. On the occasion of an equal vote, the 'Chair' shall have an additional casting vote if the vote cannot be deferred to another time.

2.10 The 'Chair' of any committee shall be the Commodore or the Vice Commodore unless unable to attend, in which case a substitute from that committee shall assume the role of 'Chair' for that meeting.

2.11 A Main Committee meeting may not take place unless a minimum of 4 committee members is present, 2 of whom shall be office bearers.

2.12 The Main Committee shall meet as frequently as required to ensure the affairs of The Club are adequately managed to the benefit of the membership and shall cause the funds of The Club to be applied solely to the objects of The Club.

2.13 The Main Committee shall make such bylaws, rules and regulations as they see fit as to the management of The Club facilities and assets.

2.14 The Club may contract, and be represented in all legal matters through its office bearers, as Trustees ex-officiis.

2.15 The Main Committee may take such measures necessary to secure financial loans to further the objects of The Club.

#### **2.16 Duty of the Secretary**

The Secretary shall: -

- A. Keep a register of club members' names and contact details;
- 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 sub-committee which shall be confirmed and signed by the appropriate Chairman 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. Maintain contact with the club's Legal Advisor to ensure that the club's affairs are managed in accordance with current law.
- F. Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law

#### **2.17 Duty of the Treasurer**

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 15th of October in each year and cause such Balance Sheet and accounts to be audited at least once annually and shall thereafter cause the same to be made available to the membership at the Annual General Meeting.
- D. Administer such insurance policy or policies as may be needed fully to protect the interests and assets of The Club, its Officers and its members.
- E. All cheques shall require to be signed by the Treasurer and one other member of the General Committee.

2.18 The Committee may move any vessel or part thereof to any part of The Club premises for any reason without being liable for any loss or damage howsoever caused.

2.19 The Committee may seek to recover a member's unpaid fees by the sale of their vessel or part thereof after giving 28 days notice of this intention. Monies raised on any sale will in the first instance be used to

cover any sales costs, then the unpaid fees. The member shall be provided with an itemised record and any surplus monies.

2.20 The Committee has the power to dispose of any member's property on the premises of The Club if considered a danger or has been clearly abandoned. Any disposal costs shall be born by the member who shall be provided with an itemised record.

### 2.21 Dissolution

If the Management Committee by a simple majority decide at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the group, it shall call an Extraordinary General Meeting and state the terms of the proposed resolution. The organisation can be wound up only if 75% of the attending members at the EGM vote for this.

### 2.22 Assets

If on the winding-up of the society any property remains, after satisfaction of all the society's debts and liabilities that property shall be transferred to some other not- for- profit group whose objects are similar (wholly or in part) to the objects of the society.

## 3.0 Membership

3.1 Anyone interested in sailing shall be eligible for membership subject to the membership limit, as decided by The Committee, not being exceeded.

3.2 Members shall provide an up to date contact address for postal mail delivery. Any notices posted to this address will be deemed to have been received. An email address and contact telephone numbers are also requested to aid communication by the committee with members.

3.3 All members of The Club shall enjoy equal voting rights according to their type of membership, access to and use of Club facilities, premises and assets. This shall be on an equal basis at all times, without regard to any factor relating to sex, race, nationality, ethnic or national origin, marital status, disability or religion.

3.4 Membership categories and attendant voting rights:

Full Member	Individual member aged eighteen or over on the 1 <sup>st</sup> of November of that club year	One Vote
Family Member	Husband and Wife, or Partners, and their children up to age eighteen before the 1 <sup>st</sup> of November of that club year.	One Vote exercisable by either spouse or partner.
Junior Member	Any individual over 14 years of age on 1 <sup>st</sup> of November of that club year.	One Vote (EGM Feb 2010)
Honorary Member	Any Individual so elected	One Vote
Social Member	Also known as a non-sailing Member	No Vote
Visiting Member	Shall be a member of another RYA affiliated sailing or yacht club and shall have permission to participate and use such facilities, as a Main Committee Member authorises. Permission is time limited to one block of 14days maximum per year.	No vote

No one unless a member as defined above shall have any privileges whatsoever in relation to the use of The Club facilities, premises or equipment.

3.5 A member is someone who qualifies as a member as specified in 3.4, for whom the appropriate membership fee has been paid.

3.6 Anyone who has previously qualified as a member and continues to use the facilities of The Club will be considered to be a member and therefore will be required to abide by the Constitution of The Club.

3.7 If the behaviour of any member, in any respect is considered to be contrary to The Constitution, the good name of The Club, the fabric and the assets of The Club or the safety of themselves or others, then they will be requested to amend their behaviour and to provide a written statement in relation to the matter. If, after consideration of this statement, or the failure to provide one, the member maybe voted out of The Club by a majority vote of those committee members present at a Main Committee meeting. The Main Committee shall communicate its decision in writing to the member but is not obliged to communicate the reason(s). No refund of fees or subscriptions will be made to a member so 'voted out'.

3.8 All members are encouraged to give freely of their time to maintain the fabric and assets of The Club and on occasion to forego participation in an organised event in order to fulfil some of the duties involved in running events organised by The Club.

3.9 All members are encouraged to offer their sailing related knowledge to generally assist other members within The Club.

3.10 Members are assumed to have resigned if membership is not renewed and no Club facilities are used. Committee members shall notify The Secretary if resigning.

3.11 Any member causing damage or loss to the property of The Club, how so ever caused, shall make full restitution for the same if called upon to do so by the Main Committee.

3.12 All race entry fees and refreshment charges shall be paid on the day.

3.13 Any suggestions or complaints shall be notified in writing via one of the Main Committee members.

3.14 Any Visiting Member shall leave The Club premises and cease using The Club's facilities if required to do so by a minimum of two club members, one of whom shall be a Main Committee member.

3.15 Members are deemed to have consented to the holding of relevant personal data in accordance with the Data Protection Act 1984.

3.16 In Pursuance of the authority invested in the committee by the 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 on behalf of The Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of The Club.

The limit of any individual members' 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 a limit by an Extraordinary General Meeting of The Club.

#### **4. 0 Fees and Subscriptions**

4.1 There is no initial joining fee.

4.2 The member annual subscription fees shall be proposed to the members at the Annual General Meeting and accepted if so agreed by the majority of the voting members present. All subscriptions fees shall be made known to the membership.

4.3 Fees fall due for payment on 1<sup>st</sup> of April. New memberships after 1<sup>st</sup> of July shall pay 50% of the set fee.

4.4 Other fees shall be set by the Main Committee and made known to the members from time to time as required in advance of them taking effect. These may cover use of the facilities of The Club, affiliation fees and entry or participation fees for events organised by, or on behalf of The Club.

4.5 Only fully paid up Members shall be able to use and pay for other facilities of The Club and to enter events.

4.6 Fees shall not be amended and applied in retrospect.

4.7 The payment of fees obliges The Club to provide participation in applicable events, access to and the use of the facilities and assets of The Club, including any specific service for which the fee applies (e.g. storage). This shall also include access to such cover as provided by the insurances owned by The Club if approved by the Main committee.

4.8 Annual membership fees are not refundable in any part if a member resigns within The Club "year".

## **5.0 Safety and Insurance**

5.1 The Club has a responsibility to its Members to ensure all organised events are safe in so far as it is reasonably practical.

5.2 In the first instance, all sailing events shall be managed in accordance with applicable RYA guide lines, The Racing Rules of Sailing and specific Sailing Directions made known by The Club.

5.3 All members have a responsibility not to endanger themselves and others and to comply with item 5.2.

5.4 It is the sole responsibility of the Helm of a boat whether to take to the water at any time.

5.5 The Club shall ensure there is Public Liability, Buildings and Equipment Insurance cover in place.

5.6 All members with a vessel or equipment stored or employed for an organised club event shall ensure they have 3<sup>rd</sup> party indemnity insurance plus insurance covering the loss or damage of their equipment.

5.7 Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the club premises:-

Member of The Club, their guests or visitors may use The Club premises, and any other facilities of The Club, entirely at their own risk and implicitly accept:-	
A	The Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to The Club
B	The Club will not accept any liability of personal injury arising out of the use of The Club, any other facilities of The Club either sustained by members, their guests or visitors or caused by said members, guests or visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, The Officers, Committee or Servants of The Club.

5.8 Dogs, if brought onto club premises are to be kept under control, and are to remain clear of areas involved in storing and / or preparing and serving food and beverages.

5.9 Children under fourteen years of age to be in the company of a parent or guardian.

## **6.0 The Club's Annual Programme**

6.1 The Main Committee shall ensure that each Club "year" contains a variety of events appropriate to the interests and experience of the Members of The Club.

6.2 The Annual Programme shall be made known to the members and may contain social events, fun sailing, racing, training and work parties.

6.3 The Club premises shall be open to members at such times as the Committee shall direct and as indicated by the Annual Programme.

Members with a key may enter the premises at other times at their own risk and shall be responsible for ensuring the premises are left in a safe and secure condition on their departure.

## **7.0 Independent Examiner**

7.1 The Main Committee shall ensure the accounts of The Club are made up to the 15<sup>th</sup> October and audited by 31<sup>st</sup> October, by someone who is recognised as being sufficiently skilled for the task. This person may not be a member of The Club.

## **8.0 Annual or Extraordinary General Meeting**

8.1 An Annual General Meeting (AGM) shall be held on an annual basis within the first month of The Club "year".

8.2 The AGM shall not take place unless there is 1/3 or more of the voting membership represented and a minimum of 2 office bearers present from the previous year.

8.3 If for any reason during The Club "year", that an Extraordinary General Meeting (EGM) is called, it shall only take place if the same minimum turn out as required for an AGM is achieved.

8.4 The date, time and place of an AGM or an EGM shall be made known to all members at least 14 days in advance of the meeting.

8.5 Any members wishing to have an item of business added to the agenda of an AGM or an EGM shall make this known 7 days prior to the meeting.

8.6 The AGM as a minimum shall comprise reports for the year from the Commodore, Vice Commodore and the Treasurer and shall only discuss the specified topics as made known to the membership. Topics for discussion under 'Any Other Business' shall only include those made known by members within the specified time limit.

8.7 Any item shall be 'carried' if proposed and seconded without dissent from those present, otherwise it shall be put to the vote and will be 'carried' if a majority of those present are in favour.

8.8 The Treasurer shall, with the prior approval of the Main Committee, propose a schedule of membership fees for the coming year, which shall be 'carried' or voted on as per item 8.7.

8.9 The AGM shall, if possible, elect the Main Committee office bearers for the coming year, and, as far as is practical, shall also elect the non office bearing committee members. Each nomination shall be 'carried' or voted on as per item 8.7. If there is an excess of nominees, selection for nomination shall be by a ballot of those present.

8.10 Failure to achieve the required numbers for an AGM or an EGM requires the meeting to be rescheduled and the same rules followed for giving notice to members.

8.11 If an EGM is called for the dissolution of The Club, a 2/3 majority of those attending the EGM is required to 'carry' the proposal.

8.12 An EGM shall be called, if 1/5 of the membership, request such a meeting, and shall do so in writing stating the topic(s) to be discussed.

8.13 The Chair does not have an additional or casting vote at an AGM or an EGM

## **9.0 Honorary Member**

9.1 The Main Committee may recommend or accept a nomination to bestow Honorary Member status on any current or past member of The Club.

9.2 Election to Honorary Member to only occur if the number of Honorary Members will not be caused to exceed, the lesser of 10% of the membership or 4 in total. Election requires a majority vote in favour by all of The Main Committee.

9.3 Honorary Member status shall be the recognition of lengthy or significant service, contribution or promotion of The Club.

9.4 Honorary Members shall have the same rights, as all other Club Members except they are exempt from membership fees for 5 years.

9.5 A member shall not be eligible for election to honorary status if he is in arrears with any fees due to the Club. If he is no longer a member, this ruling shall apply at the time he gave up his membership.

9.6 Honorary Membership is not transferable.

9.7 Honorary Members are not eligible for election to a Flag Officer position.

## **10.0 New Rules, Amendments and Alterations**

10.1 Proposed change(s) shall be made known to all members a minimum of 14 days in advance of an AGM or an EGM.

10.2 The change(s) is accepted if two thirds of those present and entitled to vote, do so in favour.

10.3 Any additional matters related to the proposed changes shall be made known to the Main Committee a minimum of 7 days in advance of the meeting.

<b>Commodore</b>	<b>Committee Member</b>	<b>Committee Member</b>	<b>Date</b>