

DALGETY BAY SAILING CLUB CONSTITUTION

Adopted: 19 January 1995
(as amended: 27 November 1997)
(as amended: 24 November 1999)
(as amended: 30 November 2000)
(as amended: 24 November 2005)
(as amended : 26 October 2006)
(as amended: 29 November 2007)
(as amended: 29 November 2008)

1. NAME AND OBJECTIVES

- 1.1. The Club shall be called Dalgety Bay Sailing Club.
- 1.2. The objectives of the Club are the encouragement of amateur sailing and racing and the association of all parties in amateur water-based activities.

2 SENIOR OFFICERS

- 2.1. The Club shall have six Flag Officers - Commodore, Vice Commodore and four Rear Commodores. The Rear Commodores shall be the Rear Commodore Sail, Rear Commodore Social, Rear Commodore Shore and Rear Commodore Training.
- 2.2. The other Senior Officers of the Club shall be the Treasurer, the Secretary, the Marketing Officer and the Membership Secretary.
- 2.3. The single non-executive and non-voting post of Honorary Commodore will be created as a special office to be conferred upon a distinguished member of the community as Patron of the Club after a proper Resolution passed at an Annual or Extraordinary General Meeting. Thereafter the post will be held for life or until the resignation of the then Honorary Commodore, or until removed in terms of Clause 5.17. hereof.

3. MANAGEMENT COMMITTEE AND ORDINARY CLUB OFFICERS

- 3.1. The management of the Club shall be vested in the Management Committee composed of the Senior Officers of the Club.
- 3.2. There shall be five Ordinary Officers corresponding to the four Rear Commodores and Treasurer, as follows:-

Senior Officer

Rear Commodore (Sail)
Rear Commodore (Social)
Rear Commodore (Shore)
Rear Commodore (Training)
Treasurer

Ordinary Officer

Sailing Secretary
Social Secretary
Shore Secretary
Training Co-ordinator
Assistant Treasurer

Each Ordinary Officer may attend meetings of the Management Committee. If a Senior Officer is not present at a Management Committee Meeting and his/her corresponding Ordinary Officer is present, such Ordinary Officer shall form part of the quorum and shall be entitled to vote in the place of the relevant Senior Officer. Ordinary Officers shall not otherwise form part of the quorum or be entitled to vote at Management Committee meetings.

- 3.3 The Management Committee may create posts for additional Ordinary Officers as it may chose from time to time, and if the Management Committee requires those posts to continue beyond the next Annual General Meeting, the post shall continue until further notice at the pleasure and discretion of the Management Committee and subject to the elective provisions of clause 3.14 hereof. For avoidance of doubt these additional Ordinary Officers may be invited to attend meetings of the Management Committee, but shall not be entitled to vote in the Management Committee, nor shall they form part of the quorum at the Management Committee meetings.
- 3.4 The Junior Member shall be elected by the junior members of the Club within the month following the Annual General Meeting. The Junior Member shall not be entitled to form part of the quorum but shall be entitled to a vote in Management Committee meetings.
- 3.5 The quorum for any Management Committee meeting shall be six.
- 3.6 The Management Committee shall meet at intervals not exceeding eight weeks.
- 3.7 The Secretary shall keep, or cause to be kept, Minutes of each Management Committee Meeting, and these shall be approved, or adjusted where appropriate and approved, at the next Management Meeting, and a copy then posted in the Clubhouse.
- 3.8 Any two of the Senior Officers authorised by the Management Committee shall have the power to enter into agreements on behalf of the Club with the Crown Estates Commissioners to administer moorings.
- 3.9 The Management Committee may form or approve the formation of sub-committees, to control the sailing program, manage the Club properly and deal with other relevant matters, including the setting out of rules and regulations relating thereto. The club shall have four standing sub-committees unless the Management Committee otherwise resolves, each of which shall have two permanent members, as follows:

Sub-Committee	Permanent Members
Sailing	Rear Commodore (Sail), Sailing Secretary
Social	Rear Commodore (Social), Social Secretary
Shore	Rear Commodore (Shore), Shore Secretary
Training	Rear Commodore (Training), Training Co-ordinator

Each standing sub-committee will be chaired by the relevant Rear Commodore with the other permanent member as vice-chair. Each member of the standing sub-committees shall have one vote and the quorum shall be two members present in person, of whom at least one shall be a permanent

member of the relevant sub-committee. Non-standing sub-committee(s) will be chaired by an Officer of the club who shall be appointed by the Management Committee.

- 3.10. Members of such sub-committee(s) shall be proposed by the chair of the sub-committee and shall be approved by the Management Committee. Members may also be co-opted at the Management Committee's discretion at all times. All members proposed by the Chair or co-opted by the Management Committee will retire automatically on the day of the Annual General Meeting, but on retrial are eligible for any post within the sub-committee(s). Any member of the Club may attend and speak at such meetings but may not vote or form part of the quorum unless also a member of the relevant sub-committee. Standing sub-committees shall meet at intervals of no more than eight weeks.
- 3.11. Minutes shall be kept by every sub-committee of their Meetings. Such minutes shall be presented by the relevant Chairman at the next Management Committee meeting.
- 3.12. The minutes of the sub-committees shall be approved in like manner to clause 3.7 hereof be posted in the Clubhouse.
- 3.13. The Secretary shall keep a record of all current Rules and Regulations. A copy of these Rules and Regulations shall be posted in the Clubhouse.
- 3.14. The Commodore, Vice Commodore and Rear Commodores retire automatically at the Annual General Meeting, but on retiral are eligible for any elected post. All other Officers of the club retire automatically after three years at the Annual General Meeting, but on retiral are eligible for any elected post. In the event of any vacancy occurring during the year it may be filled by appointment of the Management Committee. Officers who have been co-opted retire automatically at the next AGM (but, for avoidance of doubt, are eligible for re-election). A member may not hold the post of Commodore for more than two years consecutively.
- 3.15. The Management Committee is entrusted with the management of the Club, its membership and resources, and shall have the full power of acquisition and disposal of the Club's equipment and assets, subject to Clause 8.3 and to the requirement that should any asset valued at cost at £7,500 or more be disposed of then the membership's approval shall be required in advance, and that should any member object to any particular disposal then such member may call an Extraordinary General Meeting ("EGM") in accordance with the provisions that follow to review that matter, and the power of disposal shall be suspended pending the outcome of said EGM.

4. MEETINGS

- 4.1. The Annual General Meeting ("AGM") shall be held before 1 December to elect officers to consider Accounts and Reports, to approve the financial proposals and the budget of the Club, decide membership fees, appoint an Auditor or independent qualified Accountant to certify the Club's financial records annually, and discuss such other business as may be appropriate.
- 4.2. Not less than twenty-eight days advance notice in writing shall be given of the AGM or an EGM, to notify members of the place, time and date of the AGM or EGM and the general nature of the business to be discussed and to give members time to submit proposals in manner hereinafter described. Fourteen days formal written notice of the AGM or an EGM shall be given and shall include an Agenda of specific business for the Meeting. Any member requiring to raise any proposal shall notify the Secretary of such a proposal in writing, with a seconder, within 21 days of such Meeting. The advance

notice and the formal written notice together with the Agenda, copy Resolutions etc may also be posted in the Clubhouse.

- 4.3. The Annual General Meeting or Extraordinary General Meeting shall limit its business to that listed in the Agenda for the Meeting.
- 4.4. Included with the notification of the Annual General Meeting, a list of vacant positions shall be included, and members seeking election shall submit proposal forms in writing to the Secretary including the signatures of a proposer and a seconder, not less than 24 hours prior to the AGM.
- 4.5. Decisions of the AGM or EGM will be by simple majority, except for votes on changes to the Constitution, which will require two-thirds of the votes so cast to be in favour of the motion and except for the provisions of Clause 8.3 hereof.
- 4.6. An EGM of the Club may be called by the Management Committee or by written request of ten voting members. (Voting membership to be as laid out in Section 6).
- 4.7. In terms of Clause 4.6. hereof, the Secretary shall call an EGM, giving notice as required in Section 4.2. such that the Meeting will be within 45 days of receiving the written request from the members.
- 4.8. No proxy votes will be accepted at AGMs or EGMs.
- 4.9. The quorum for an AGM or EGM shall be 15% of the voting membership. (Voting membership to be as laid out in Section 6.).
- 4.10. The quorum for an AGM or EGM shall be fixed at the commencement of the Meeting and once the Meeting shall be found to be quorate the entire ensuing Meeting shall be deemed to remain quorate, notwithstanding any departures from the Meeting may reduce the number of voting members present to less than 15% of the voting membership.
- 4.11. AGMs or EGMs shall be chaired by the Commodore, failing whom the Vice Commodore, failing whom any one of the four Rear Commodores. The Officer chairing the Meeting may be guided on constitutional matters by the Secretary or any other officer selected by the Commodore as having a sound knowledge of the Constitution. With regard to procedural matters at AGMs and EGMs, the ruling from the chair shall be final subject only that all decisions conform to this Constitution.
- 4.12. The provisions contained in Clause 4, including the whole subsections thereof for AGMs and EGMs shall be referred to as "Standing Orders".
- 4.13. Should it emerge that there has been any technical breach of Standing Orders (except for provisions of 4.3. and 4.9. and 4.10 hereof), such breach may be remedied by a simple vote to suspend Standing Orders, followed by a simple majority vote to deem the defect sound, following which Standing Orders shall be automatically reinstated.
- 4.14. The Secretary shall keep, or cause to be kept, Minutes of every AGM and EGM, and the Minutes of an AGM or EGM shall be tabled at the next General Meeting of the Club be it AGM or EGM for approval or adjustment as the case may be, and ratification: and the Secretary shall as soon as practicable thereafter post a copy of the ratified Minutes in the Clubhouse.

5. MEMBERSHIP

5.1. Membership shall consist of the following:

- 5.1.1. Individual Sailing Membership
- 5.1.2. Sailing & Spouse Membership
- 5.1.3. Family Sailing Membership
- 5.1.4. Individual Social Membership
- 5.1.5. Social & Spouse Membership
- 5.1.6. Junior Sailing Membership
- 5.1.7. Life Membership
- 5.1.8. Life & Spouse Membership
- 5.1.9. Honorary Membership
- 5.1.10. Affiliate Membership
- 5.1.11. Temporary Sailing Membership
- 5.1.12. Outport Membership

5.2. Every application shall be countersigned by a member of the Management Committee.

5.3. All applications must be vetted and confirmed by the Management Committee by simple majority.

5.4. The names and addresses of any person proposed as members of the Club shall be displayed in a conspicuous position in the Club premises for at least a week before their election and an interval of not less than two weeks shall elapse between nomination and election of Sailing Members, Sailing and Spouse, Family Members, Social Members, Social and Spouse Members, Life Members, Life and Spouse Members and Affiliate Members.

5.5. When a new member has been elected to the Club, his/her/their joining fee and subscription fee becomes immediately due. Failure to pay these fees within two months will be taken as a lapse of membership.

5.6. Individual Sailing Membership

5.6.1. Sailing members shall be eighteen years of age or over.

5.6.2. Sailing members between the ages of 18 and 21 shall have their subscriptions abated by 50%.

5.7. Sailing and Spouse Membership

5.7.1. Shall cover husband and wife or two regular cohabitantes.

5.7.2. Each spouse or cohabitee shall be entitled to one vote (as outlined in Section 6) at any Club Meeting.

5.7.3. The subscriptions shall be less than a family membership and greater than individual sailing membership.

5.7.4. Where the older of the spouse/cohabitee is between the ages of 18 and 21, their subscription shall be abated by 50%.

5.8. Family Sailing Membership

5.8.1. Shall cover husband and wife or two regular cohabitees and their children each of which children shall be Junior Members until they reach age 18, subject to the provisions of Clause 5.11.3, below.

5.8.2. Each spouse or cohabitee shall have one vote (as outlined in Section 6) at any Club Meeting.

5.8.3. The subscriptions shall be greater than that of sailing and spouse membership.

5.9. Individual Social Membership

5.9.1 Social membership is available to adults 21 years or age or above.

5.9.2. The watersport activities of social members should be limited to manning the rescue boats and also to trials as crew to a maximum of three times per season. It is emphasised to the social membership that the essential purposes of the Club are outlined in Paragraph 1.2.

5.9.3. Social membership does not carry a vote except that the Management Committee may include voting social members. The maximum number of voting social members relative to the other Management Committee members shall be in the same ratio as the maximum number of social members to full members in the Club's total membership.

5.9.4. There is no restriction on social members joining sub-committee(s).

5.10. Social and Spouse Membership

5.10.1. Shall cover husband and wife or two regular cohabitees.

5.10.2. The subscription shall be greater than that of individual social membership.

5.10.3. In all other respects this class of membership shall conform to social membership.

5.11. Junior Sailing Membership

5.11.1. Is open to persons of eight and up to eighteen years of age at a subscription less than that of sailing membership.

5.11.2. No member under the age of 12 shall be on Club premises unless accompanied by a parent or other responsible adult.

5.11.3. Junior members aged 12 and over must demonstrate a continuous interest in water sports or otherwise demonstrate a positive contribution to the Club. The Management Committee may refuse to renew the membership of juniors who do not maintain their interest in water sports or make other adequate contribution to the Club.

5.11.4. Should a junior member reach their 18th birthday their membership may be continued as a junior member at the discretion of the Management Committee, on an annual basis, until the

member attains the age of 21, so long as the junior member has to the satisfaction of the Management Committee continued to make adequate contribution to the Club and so long as, up to age 21, the member continues in full-time education.

5.11.5. Non-adult children of members who are not eligible for junior membership may attend the Club as visitors in accordance with the other provisions of this Constitution, including specifically Clause 5.11.2. hereof: though the restriction on the number of permitted visits contained in Clause 9.4 may be waived on successful application to the Management Committee.

5.12. Life Membership

5.12.1. Is granted to persons whose application is approved by the Management Committee.

5.12.2. Membership once granted and the subscription is paid, shall be for life, subject to the provisions of Clause 5.17. hereof.

5.12.3. The subscription shall be at least ten times the subscription for sailing membership.

5.13. Life Membership with Spouse

5.13.1. Shall cover husband and wife or two regular cohabitantes.

5.13.2. The subscription shall be greater than for life membership.

5.13.3. In all other respects this class of membership will conform to life membership.

5.14. Honorary Membership

5.14.1. Any person who has specifically distinguished himself in conjunction with boating or who has rendered signal services in this respect, or to the Club, is eligible for election by the Annual General Meeting or Extraordinary General Meeting as an honorary member. Honorary membership shall be for life unless the honorary member shall resign or his membership be terminated in terms of Clause 11. hereof. Honorary members pay no annual subscriptions, and shall in general have a vote.

5.15. Affiliate Membership

5.15.1. Affiliate membership, at the discretion of the Management Committee is open to members of bona fide and properly constituted Sailing Clubs.

5.15.2. A minimum of ten members must be affiliated, and a fee of 50% of the current sailing membership fee is payable for each member.

5.15.3. No entry fee is required.

5.15.4. Affiliated members are limited to three years affiliation, but may apply for full membership at any time, with the joining fee waived.

5.15.5. Affiliated members are permitted to keep or sail their own group's boats at the Club. The Committee may require proof of collective ownership.

5.15.6. Affiliate members are not permitted to keep or sail their own private boats at the Club, except in open events.

5.16. **Temporary Sailing Membership**

5.16.1. Any person may be admitted as a temporary member for a period of up to four weeks by the proposal of not less than two Management Committee members, and a fee decided by the Management Committee. (Note: the purpose behind this Clause is to permit sailors visiting the area to apply for temporary membership and to sail during the period of their stay).

5.16.2. Any visiting full sailing member of a RYA affiliated sailing club, or any person visiting Dalgety Bay Sailing Club to participate in Regattas or sailing events shall become a temporary member for the duration of their visit. (Note: the purpose of this Clause is to permit temporary membership to those attending Regattas and sailing events at the Club).

5.16.3. Temporary members shall have no voting rights and shall be bound by all the rules of the Club.

5.16.4. A list containing the names and addresses of the temporary members shall be displayed in the Clubhouse for the duration of their membership.

5.17 **Outport member**

A member who has left the area may apply to the Committee for Outport membership, which shall entitle him to receive the Newsletter (whilst published) and to visit the Club whenever he wants. Outport members shall have no vote, but remain members of the Club and, if they return to the area will be required to resume another category of membership, but without the need to pay any joining fee.

5.18. Any member wishing to change class of membership may do so on written application to the Management Committee whose decision on such proposed change of membership class shall be final.

5.19. No member on ceasing to belong to the Club shall have any claim on its property or effects, except that any sum he has lent to the Club shall have been repaid to him within a reasonable period. The Management Committee shall be empowered to demand and require written evidence of any such sums lent to the Club and should the ex-member fail to produce satisfactory evidence to the Management Committee within fourteen days of the demand being made, the debt due by the Club shall be deemed to be extinguished.

6. **VOTING RIGHTS**

6.1 The following voting rights apply for the AGM and any EGMs.

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| 6.1.1. | Individual Sailing Membership | 1 vote |
| 6.1.2. | Sailing & Spouse Membership | 1 vote for each spouse (as defined in 5.7.1.) |
| 6.1.3. | Family Sailing Membership | 1 vote for each spouse (as defined in 5.8.1.) |
| 6.1.4. | Individual Social Membership | No vote (exception 6.3.) |

6.1.5.	Social & Spouse Membership	No vote (exception 6.3.)
6.1.6.	Junior Sailing Membership	No vote (exception 6.3.)
6.1.7.	Life Membership	1 vote
6.1.8.	Life Membership with Spouse	1 vote for each spouse (as defined in 5.13.1.)
6.1.9.	Honorary Membership	1 vote
6.1.10.	Affiliate Membership	No vote
6.1.11.	Temporary Sailing Membership	No vote (exception 6.)
6.1.12.	Outport Membership	No vote

6.2. Affiliate members shall have no vote.

6.3. Present and retiring members of the Management Committee who otherwise do not have a vote shall have one vote.

6.4. The number of adult non-voting members in the Club shall not exceed 50% of the total adult membership.

7. FINANCIAL

7.1. The Treasurer shall keep adequate and detailed records containing a correct account of all money received and dispensed by him on the Club's account.

7.2. The Financial Year shall run from 1 October to 30 September annually.

7.3. The Treasurer shall prepare and present to the AGM an Audited or Certified Income and Expenditure Statement and an Audited or Certified Balance Sheet as at the Club's financial year end immediately prior to the AGM, and Schedule of Planned Capital and Revenue Expenditure for the coming year.

7.4. The AGM shall appoint an Auditor or independent qualified Accountant each year to examine the state of the Club's funds and report to the membership at an AGM or EGM within six months of the financial year end.

7.5. No part of the Clubhouse or the grounds shall be disposed of without the approval of the membership at the AGM or an EGM.

7.6. All subscriptions are due by 1 January.

7.7. The Management Committee may strike off the name of any member whose annual subscription has not been paid by 1 March, unless that member shall have joined after the AGM, in which case the provisions of Clause 5.5. shall apply.

7.8. Members joining within three months prior to 1 December shall pay their joining fee and the annual subscription, and this will cover their membership fee for the ensuing financial year.

7.9. Every member who is joining the Club in a class of membership for which a subscription is due shall pay a joining fee, fixed by the Management Committee from time to time. The joining fee must be ratified within a reasonable period by an EGM or at the AGM.

- 7.10. The Management Committee are empowered on behalf of the Club, to borrow funds and where necessary, to use the assets of the Club as security for such borrowing for the purpose of constructing Club buildings or for any other purpose provided such purpose and the terms of borrowing have been previously approved by the members at an AGM or EGM.
- 7.11. In exceptional circumstances the Management Committee may, in addition to any borrowing agreed at the previous AGM or EGM, borrow up to a figure of 10% of the previous year's turnover for a maximum period of two months.

8. DISSOLUTION OF THE CLUB

- 8.1. The Club is a non-profit making body, and in the event of proposing the winding-up or dissolution of the Club, the Management Committee shall call an Extraordinary General Meeting to agree the distribution of the Club's assets.
- 8.2. In the event of winding-up or dissolution of the Club any residual Club assets shall be transferred to some other non-profit organisation(s) having similar aims as the Club, except that should the Club have received any donations of any particular asset the donor may require its return in no better condition than that in which it currently exists.
- 8.3. Whether on dissolution or at any other time, the disposal, whether by sale or otherwise, of all or part of the Club's grounds and buildings (or the grant or disposal of any interest therein) shall only take place on the approval of a resolution of the members passed by a 75% majority: **and this provision of the Constitution shall only be capable of change or deletion by a resolution of the members passed by a 75% majority: these provisions being a fundamental variation of clause 4.5.**

(Guidance note: there is provision in the Club's title deeds that, effectively the Club's grounds cannot be sold off at a profit, but with effect from 2004, due to a change in the law, this protective condition became redundant. Prior to the above amendment to the Constitution, in 2005, there was a risk that a small number of people, perhaps including people specifically joining the Club for the purpose, could call a General Meeting of the Club and vote to sell off the Club's grounds, in view of the fact that the Club occupies a prime site location which, as such, could become a valuable target for a predatory developer. In 2005 Clause 8.3 was incorporated into the Constitution as a protective measure, having two layers: the first being that the Club's grounds could only be sold off on the approval of a resolution of the members passed by a 75% majority: and that the provision itself could only be altered on the approval of a similar majority – i.e. so that the protective provision itself could not be overturned by a 15% quorum, and then the grounds be sold by a simple majority in a 15% quorum. This Guidance Note is purely that, a note for future guidance as to the intentions underlying this clause: whilst the Guidance Note is printed in the Constitution, the Guidance Note does not itself form part of the Constitution).

9. BAR & GENERAL

- 9.1. No member of the Management Committee or a sub-committee and no manager or servant employed in the Club shall have any personal interest in the sale of excisable liquor therein or in the profits arising from such sale.
- 9.2. No excisable liquor shall be sold or supplied to persons under eighteen.

- 9.3. No visitor shall be supplied with excisable liquor in the Club's premises unless on the invitation and in the company of a member and that member shall, on admission of such a visitor to the Club's premises, enter his own name and the name and address of the visitor in a book which shall be kept for the purpose and which shall show the date of each visit.
- 9.4. No visitor shall be allowed to visit the Clubhouse more than five times in any one financial year. Members shall be responsible for the conduct of any visitor or guest introduced by them and will be held accountable for any unsatisfactory conduct. Should any visitor or guest wish to visit the Clubhouse more than five times in any one financial year they may do so only having secured the approval of not less than two members of the Management Committee.
- 9.5. No excisable liquor shall be sold or supplied in the Club premises for consumption off the premises except to a member of the Club in person for consumption by him or to a person holding a certificate or a wholesaler's excise licence for the sale of such liquor. No excisable liquor shall be consumed on the Club premises other than that purchased from the Club, subject only to the discretion of the Management Committee.
- 9.6. If any member or visitor shall be drunk or cause a nuisance, they may be evicted and barred for the remainder of that day by the duty bar person, or any Officer of the club.

10. LIABILITY

- 10.1. All craft parked in the Club grounds, moored at or sailed from Dalgety Bay Sailing Club must carry adequate insurance for at least third party liability to the minimum extent of £1,000,000.
- 10.2. Owners, skippers and helmsmen are responsible for their craft, at all times and in all circumstances, and are responsible for their crews, and indemnify the Club against any loss, damage, injury or others that might arise. Participation in races or other Club events is at their own risk.

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11. COMPLAINTS, SUGGESTIONS & DISCIPLINE

- 11.1. If any member has any suggestion, or complaint that relates to the equipment, facilities or organisation of the Club, such complaint or suggestion should be put in writing to the Secretary who will then raise it with the next Meeting of the Management Committee. Members may be required to refrain from complaining verbally to officers/members of the Management Committee when they are "off duty". Without prejudice to the foregoing, any health and safety matter, or food hygiene matter may be referred to any member of the Management Committee for immediate attention.
- 11.2. Complaints concerning the behaviour of a member shall be referred by the Management Committee to a neutral Complaints Sub-Committee ("CSC") formed for the purpose of examining that complainer. Evidence will be taken from both sides and the CSC will conduct a full and fair hearing and reach a final judgment on the matter. Any member disciplined or expelled by the CSC shall have a right of appeal to an EGM called for the purpose. Procedures to be applied, as seen by the RYA, will be posted in the Clubhouse, and will be provided to all appropriate parties from time to time.

11.3. The actions of any member causing significant financial loss to the Club or causing significant opprobrium among the membership may be referred by the Management Committee (acting as complainant) to the Complaints Sub-Committee whose procedures and powers are described in the Procedures referred to in Clause 11.2.