

STRANGFORD LOUGH YACHT CLUB

CONSTITUTION AND RULES

1 NAME AND PURPOSES

- 1.1 The name of the Club shall be 'Strangford Lough Yacht Club' (hereinafter referred to in these Rules as the Club) and the flag of the club shall be a blue burgee with winged helmet.
- 1.2 The purposes for which the Club is formed are to promote and facilitate community participation in the sport of sailing, motor boating and associated water sports and to provide related social and other facilities for members as may be from time to time determined. These purposes are to be pursued while, as far as possible, fostering links with other similar organisations and clubs.

2 MEMBERSHIP

- 2.1 Membership of the Club shall be open to all without discrimination on grounds of ethnicity, nationality, sexual orientation, gender, religion or belief, age, or disability ("Discriminatory Grounds"). Membership may however be limited according to available facilities on a non-discriminatory basis. The membership shall consist of: Ordinary Members; Family Members; Honorary Members; House Members; Cadet Members; Outport Members and Temporary Members.

i) Ordinary Members

An Ordinary Member shall be an adult of at least 18 years of age and over on 1 January and shall be a full member of the Club with voting rights and entitlement to all privileges of membership.

ii) Family Members

A Family Membership shall be open to families comprising no more than two parents or guardians together with any and all of their children aged under 18 years at 1 January. Family members shall be entitled to the full privileges of membership save that only the parents or guardians shall have voting rights.

iii) Honorary Members

An Honorary Member shall be an adult of at least 18 years of age and over on 1 January and shall be exempt from paying any entrance fee or subscription and shall be entitled to all the privileges of membership.

iv) House Members

A House Members shall be an adult of at least 18 years of age and over on 1 January and membership is limited to use of the Club's shore based and swimming facilities only. They may sign in guests only for the use of shore based activities and have no voting rights.

v) Cadet Members

A Cadet Members shall be under 18 years of age at 1 January. Except for use of the bar facilities and as restricted by other relevant byelaws, a Cadet Member is entitled to the full benefits and privileges of membership but shall have no voting rights. A Cadet Member's membership is invalid unless a parent, grandparent or guardian is concurrently admitted as an Ordinary, Honorary, House or Outport member, or such category of Temporary member as the Committee shall, by byelaws, prescribe.

vi) Outport Members

An Outport Member shall be an adult of at least 18 years of age and over on 1 January and shall reside outside of Northern Ireland for at least 6 months in the calendar year. They shall have the full privileges of membership and have voting rights.

vii) Temporary Members

The Commodore's Committee may, by byelaws, provide for categories of Temporary Members and shall prescribe their rights and entitlements accordingly. A Temporary Member shall not, however, have any voting rights.

- 2.2** Subscription rates for each category of membership, as well as any reduced rates of subscription on the basis of age or other circumstance, shall be determined at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from the first day of January in the year following.
- 2.3** Joining administration fees (hereinafter referred to as the administration fee) shall be determined at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote.
- 2.4** Unless otherwise expressly provided for in these Rules, or unless monthly payments have been approved by the Club, all Members shall pay the administration fee, and their first annual subscription, upon election to the Club and thereafter on the first day of January in each year.
- 2.5** An application for membership shall be in the form from time to time prescribed by the Commodore's Committee (hereinafter referred to in these Rules as the Committee) and shall include the name, address and occupation of the applicant.
- 2.6** The names and addresses of persons proposed as Members shall be displayed in a conspicuous place in the Club premises for at least 1 week before their admission and an interval of not less than 2 weeks shall elapse between the nomination and admission of such members.
- 2.7** New applicants for membership may be admitted to the use of Club facilities upon application and payment of the appropriate subscription. Membership shall however always be subject to subsequent confirmation by the Committee.
- 2.8** The election of all classes of Members is vested in the Committee and shall be a simple majority vote by the Committee members.
- 2.9** The Secretary shall inform each applicant in writing of the applicant's election or non-election. He or she shall furnish an elected applicant with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary.
- 2.10** Upon election, an applicant shall pay, within one calendar month, such administration and other fees as shall be requested in accordance with these rules and/or the Club Byelaws. In default of such payment, the election shall be void unless sufficient cause for delay is shown to the Committee.
- 2.11A** Member elected after the first day of August in any year shall be entitled to a reduction in fees applicable for the remainder of the year at a rate to be decided by the Committee.
- 2.12** If an existing Member's annual subscription and any other fees have not been paid by 1 April in any year, a supplement of 20% of the subscription shall apply, the name of that Member shall be displayed in the Clubhouse and the Member shall be excluded from the Club premises and participation in any Club events until the subscription, the supplement and any other fees have been paid.
- 2.13** If an existing Member's annual subscription, surcharge and any other fees have not been paid by 1 May in any year, the person shall cease to be a Member of the Club and shall not be readmitted to membership except by a special submission to the Committee.
- 2.14** Persons who have rendered special service to the Club, or who have made a major contribution to sailing, shall be eligible for Honorary membership. A nomination for Honorary membership must be supported by a minimum of 40 Members entitled to vote at Annual General Meetings and shall be sent to the Committee who, taking account of any comments from members following the display of the person's name and address in a conspicuous place in the Club premises for at least 1 week before their admission, shall consider the person's eligibility. An interval of not less than 2 weeks shall elapse between the nomination and admission of such Members. If satisfied, the Committee shall submit a proposal to the next annual general meeting for the person to be admitted to Honorary membership. The proposal will be decided by a simple majority. Honorary Members shall not be required to pay an Admission fee or annual subscription.
- 2.15** An alphabetical list of the names and addresses of every Official and Member of the Club shall be kept on the premises of the Club.
- 2.16** Every Member shall furnish the Secretary with an up to date postal address, email address and telephone number. Contact details which shall be recorded in the Register of Members and any notice sent to such

address by post or by email shall be deemed to have been duly received.

- 2.17**The Committee may refuse membership or, subject to rule 4.2, remove it, only for good cause. Appeal against refusal of membership may be made to the Committee, who shall arrange for the appeal to be heard by a panel of 5 non-committee Members comprised of Trustees and past Commodores.
- 2.18A** Member who, for any reason, anticipates inability to use the Club or its facilities for the whole of any one year shall be excused payment of the annual subscription and other annual fees provided that notice in writing is given to the Secretary before the last day of November in the previous year and approval is given by the Committee. 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.
- 2.19A** Member wishing to resign from membership shall give notice in writing to the Secretary before the first day of April and shall not then be liable to pay the subscription for that year. Upon re-application by a past Member the Committee may, at its discretion, waive any administration fee.
- 2.20A** Member who resigns in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.
- 2.21A** Member whose annual payment is in arrears may not enter any Club event or regatta or vote at any meeting, or make use of the Club's facilities, even as a guest of another Member.
- 2.22**The Committee shall not admit Cadet or Temporary Members, if to do so would result in the total number of such members exceeding 3 times the number of Ordinary, Family and Honorary members over 18 years of age.

3 CONDUCT OF MEMBERS AND SIGNING IN OF GUESTS

- 3.1** Every Member, including Members upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws of the Club.
- 3.2** Members may personally introduce guests into the Club's premises, however they must accompany such guests during their stay at the Club and shall be responsible for the good behaviour of such guests. The Committee shall have power in their absolute discretion to exclude any guest or visitor from the Club's premises. Members shall enter the names of all guests in the Visitors' Book
- 3.3** Not more than 6 guests may be introduced in any one day and the same guest may be introduced on no more than 6 days in any calendar year. For all water based activities organised by the Club, except those deemed to be open days, the same guest may be introduced on no more than 3 days in any calendar year.
- 3.4** No Member shall bring as her/his guest a person who has been expelled or suspended from membership.
- 3.5** A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution of the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.

4 SUSPENSION, EXPULSION, AND DISCIPLINARY PROCEEDINGS

- 4.1** The Committee shall adopt a disciplinary procedure, which shall be binding upon all Members.
- 4.2** The Committee shall have the power to suspend for a period not exceeding 12 months, or to expel, any Member whose conduct, whether relating to the Club's premises, activities, interests or otherwise, or relating to other Member(s) of the Club, in the opinion of the Committee renders them unfit for membership of the Club.
- 4.3** No Member shall be suspended or expelled without the opportunity being given to her/him to advance an explanation or defence, nor unless two-thirds of the Committee then present shall vote for her/his suspension or expulsion.
- 4.4** The Committee shall have the power to exclude the Member from the Club premises pending the hearing of the case against them.
- 4.5** A suspended Member shall cease to have any of the privileges of membership, nor may they be nominated

for or hold office whilst suspended, but they shall remain liable for their subscription.

- 4.6 A Member who is expelled, suspended or disciplined shall have the right of appeal to the Members at a general meeting if she/he so requests in writing to the Secretary within 7 days of the notification of the Committee's decision. Said meeting shall be held no later than 2 calendar months from the date of the aforesaid notification unless there is good reason for a later meeting or the member consents to a later meeting. If at least two-thirds of the Members present and entitled to vote at the meeting are in favour of allowing the appeal, the Member shall be automatically reinstated from the date of said meeting. The Member shall not be entitled to damages or compensation of any kind in relation to their denial of access to the Club prior to the appeal hearing.
- 4.7 If the Member so requests, she/he may attend any hearing before the Committee or the special meeting of the Members with a legal or other representative.
- 4.8 The Committee shall have the power to operate a system of disciplinary proceedings for dealing with complaints made against Members in respect of any act or omission which in the opinion of the Committee is discreditable or prejudicial to the interests of the club. If the complaint is upheld, the Committee shall have power to impose one or more of the following sanctions: to warn the Member about their future conduct; to censure them; to disqualify them for a specified period not exceeding six months from taking part in any club race, social event or from using club facilities.
- 4.9 Upon expulsion of a Member, the Committee may dispose of the former Member's boat and/or trailer in accordance with Byelaw 13.

5 LIMITATION OF CLUB LIABILITY

- 5.1 All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.
- 5.2 Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises.
Members of the Club use the Club premises, and any other facilities of the Club, entirely at their own risk and implicitly accept that:
 - i) The Club will not accept any liability for any damage to or loss of property belonging to Members.
 - ii) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by Members or caused by the said Members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.
- 5.3 Membership of the Club and acceptance of these Rules by the Member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998.

6 COMMODORE'S COMMITTEE

- 6.1 The Officers of the Club shall be Ordinary, Family or Honorary Members of the Club and shall form the Commodore's Committee (in these rules referred to as the "Committee"). The Committee shall consist of a Commodore, Vice-Commodore, Secretary, Treasurer and Sailing Captain plus at least three and at most nine further Officers.
- 6.2 Candidates for election to the Committee shall have been proposed and seconded by Members entitled to vote at general meetings. They shall be elected by simple majority at the Annual General Meeting in each year and shall hold office for 1 year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.
- 6.3 If the number of candidates for election as an Officer is greater than the number of vacancies to be filled then there shall be a ballot. In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal

number of votes shall be determined by lot.

- 6.4** The Committee shall have power to co-opt not more than 4 members to fill vacancies in the membership of the Committee until the next Annual General Meeting.
- 6.5** Except for in exceptional circumstances, the Committee shall meet at least 10 times per year, making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish and shall cause minutes to be made of:
- I) The names of the members present at each meeting of the Committee
 - II) All resolutions and proceedings of all general meetings and meetings of the Committee
- 6.6** The Commodore, or in her/his absence a Chairperson elected by those present, shall preside. Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Commodore or Chairperson (as the case may be) shall have a second and casting vote.
- 6.7** Five members personally present shall form a quorum at a meeting of the Committee. Unless stated otherwise in these Rules, any decision made by the Committee shall be by a simple majority vote of those present at a quorate Committee meeting.
- 6.8** The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by a Special General Meeting.
- 6.9** In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Rules or duly authorised by the Committee and that all surplus income or profits are re-invested in the Club.
- 6.10** The Committee may adopt such Byelaws as it considers appropriate for the good management of the Club and its facilities. Details of specific changes or additions to the Byelaws agreed at any Commodores Committee will be posted on the Club noticeboard within a week.
- 6.11** The Committee may appoint such sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-Committees shall consist of such members of the Committee or of the Club as the Committees may think fit.
- 6.12** 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 she/he is so acting.
- 6.13** The Committee, or any person or sub-Committee delegated by the Committee to act as agent for the Club or its Members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Members.
- 6.14** In pursuance of the authority vested in the Committee by Members of the Club, Members of the Committee shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.
- 6.15** Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments, the Committee shall be entitled to a personal indemnity from the individual Members of the Club with full voting rights. 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 Special General Meeting of the Club.
- 6.16** The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate:
The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.

7 FINANCE

- 7.1** The financial year of the Club shall run from 1 October to 30 September.

- 7.2** The Treasurer shall be responsible for maintaining accurate records of the Club's financial transactions in accordance with best practice and prevailing legislation and for the preparation of financial statements for the financial year giving a true and fair view of the state of affairs of the Club at the end of the financial year and of the surplus or deficit of the Club for that period.
- 7.3** The Committee shall be responsible for having the financial statements audited.
- 7.4** The Club may decide at General Meetings to incur borrowings for the purposes of the Club and to provide security of such of the Club's assets as the lender may require. Proposals to incur increases in borrowing of more than 50% of the existing limit, shall require two-thirds of those members present and voting to vote in favour in order to be adopted. For renewal of existing facilities and increases of less than 50% thereof, the Committee is empowered to negotiate with the Bank and other lenders such reasonable facilities as may, in their judgement, be required.
- 7.5** If a proposal to incur borrowings is adopted, then all members, irrespective of whether they voted on the proposal, and all persons becoming members after such a proposal has been adopted, shall be deemed to have assented to the proposal as if they had voted in favour of it.
- 7.6** The income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these rules and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Club

8 PURCHASE AND SUPPLY OF INTOXICATING LIQUOR

- 8.1** The purchase for the Club of intoxicating liquor and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special sub-Committee appointed by the Committee.
- 8.2** Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No Cadet Member may purchase or attempt to purchase intoxicating liquor within the Club premises
- 8.3** The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of intoxicating liquor to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Cadet Members as aforesaid) provided that visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.
- 8.4** No person shall take a commission, percentage or other such payment in connection with the purchase of intoxicating liquor for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

9 TRUSTEES

- 9.1** There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Members of the Club who are willing to be so appointed.
- 9.2** Trustees shall be appointed for a term of 5 years, however at the expiry of this period shall be eligible for re-appointment. A Trustee's tenure of office will terminate on the resignation, retirement or death of the Trustee. She/he shall resign by notice in writing given to the Committee or until a resolution removing her/him from office is passed at a meeting of the Committee by a majority comprising two-thirds of the Members present and entitled to vote.
- 9.3** The Trustees shall hold all the property of the Club, including land and investments, for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in her/his place, and shall as soon as possible thereafter take all lawful and practicable steps to

procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 35 of the Trustee Act (Northern Ireland) 1958 and s/he shall by Deed duly appoint the person or persons so nominated by the Committee.

- 9.4** The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 9.5** In pursuance of the authority vested in the Trustees by the Members of the Club, the Trustees shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.
- 9.6** Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual Members of the Club. The limit of any individual Member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.
- 9.7** In the event of the Committee being unable to function due to membership falling below the quorum or elected membership falling below three-quarters, the Trustees shall convene a Special General Meeting for the purpose of filling the vacancies on the Committee until the next Annual General Meeting. The Trustees shall assume the responsibilities of the Committee until the vacancies on the Committee have been filled.

10 GENERAL MEETINGS OF THE CLUB

- 10.1** An Annual General Meeting of the Club shall be held each year in the month of December on a date to be fixed by the Committee. The Secretary shall at least fourteen days before the date of such meeting post, email or deliver to each Member notice hereof and of the business to be brought forward thereat.
- 10.2** No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting, shall be discussed at such meeting unless notice thereof be given in writing by a Member entitled to vote to the Secretary at least 14 days before the date of the Annual General Meeting.
- 10.3** The Committee may at any time, upon giving twenty one days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- 10.4** The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least twelve Members. The Special General Meeting must be called within twenty-one days of a request. The Committee shall give fourteen days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- 10.5** At every such meeting of the Club the Commodore or, in her/his absence, a Chairperson elected by those present shall preside.
- 10.6** Twenty-five members entitled to vote and personally present shall be a quorum at any such meeting of the Club.

- 10.7** Those Members without voting rights shall be entitled to attend any such meeting of the Club.
- 10.8** Voting shall be by show of hands. In the case of an equality of votes the Chairperson shall have a second or casting vote, on any matter other than the election of Members of the Committee.
- 10.9** The Club Rules may be added to, altered or revoked by the Members at a Special General Meeting or at the Annual General Meeting. To be carried, any motion shall require the votes of two-thirds of the Members present at the meeting and entitled to vote. No such change shall be made without due consideration of the Club's status as a Community Amateur Sports Club ("CASC") within the meaning of the Finance Acts.

11 DISSOLUTION OF THE CLUB

- 11.1** Any motion to dissolve the Club must be the subject matter of a Special General Meeting. To be carried, any motion to dissolve the Club shall require the votes of two-thirds of the Members present at the meeting and entitled to vote thereat.
- 11.2** If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:
- i) to a registered charity and/or
 - ii) to another Club with similar sports purposes which is a registered CASC and/or
 - iii) to the sport's national governing body for use by it for related community sports.

12 MISCELLANEOUS

- 12.1** Dispute Resolution - any dispute brought by a Member against the Club or another Member which relates to these Rules (or the Byelaws) or which concerns the affairs of the Club shall be dealt with under the Club's complaints procedure. Nothing in this rule prevents the Club bringing court proceedings against a Member.
- 12.2** The Club premises shall be open to Members at such times as the Committee shall direct and shall be posted on the Club notice board.
- 12.3** The Committee may admit and remove affiliate clubs from time to time. An affiliate club shall pay the Club such fees as the affiliate club and the Committee agree. An affiliate Member is a member of the affiliate club. An affiliate Member shall have such use of the Club facilities as the Committee may from time to time and for such period decide except that such:
- i) affiliates shall have no voting rights in relation to the Club.
 - ii) affiliates will be subject to such terms that the Committee shall decide.
 - iii) affiliation shall meet the requirements of applicable licensing laws.
- 12.4** For the purposes of rule 12.3 above, the SLYC Affiliate Members' Association is recognised as an affiliate club and its members shall undertake to comply with the Club Rules and any Byelaws of the Club.
- 12.5** The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the Members with each other and with the Club.
- 12.6** No person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a Member, except as provided by law or authorised by the Committee or an ordinary resolution of the Club.