

Weston Sailing Club Constitution

Date of constitution (last amended): [13 01 2021]

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1. Name

The name of the Charitable Incorporated Organisation (“the Club”) is Weston Sailing Club

2. National location of principal office

The principal office of the Club is in England.

3. Objects

The objects of the Club are to promote and facilitate community participation in healthy recreation by providing facilities for sailing, and in particular dinghy sailing, primarily (though not exclusively), to those resident in the local and greater Southampton area.

4. GPC Members

The General Purposes Committee Members (GPC Members) shall serve as the charity trustees of the Club during their time in office.

5. Powers

5.1. The Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Club’s powers include power to:

- 5.1.1. organise regular sailing racing;
- 5.1.2. provide facilities and equipment for general sailing;
- 5.1.3. provide training across the spectrum of skill levels, from inexperienced to experienced sailors, including Royal Yachting Association accredited training courses;
- 5.1.4. promote youth sailing, including through the provision of a safe environment, equipment, and training;
- 5.1.5. make available the facilities to other groups and organisations for sailing;
- 5.1.6. organise activities to introduce members of the public to sailing;
- 5.1.7. borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 5.1.8. buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 5.1.9. sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 5.1.10. employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a GPC Member only to the extent that it is permitted to do so by clause 7 (benefits and payments to GPC Members and connected persons) and provided it complies with the conditions of those clauses; and
- 5.1.11. deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

6. Application of income and property

- 6.1. The income and property of the Club must be applied solely towards the promotion of the objects.
 - 6.1.1. A GPC Member is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club.
 - 6.1.2. A GPC Member may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.2. None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a GPC Member receiving:
 - 6.2.1. a benefit from the Club as a beneficiary of the Club;
 - 6.2.2. reasonable and proper remuneration for any goods or services supplied to the Club.
- 6.3. Nothing in this clause shall prevent a GPC Member or connected person receiving any benefit or payment which is authorised by clause 7.

7. Benefits and payments to GPC Members and connected persons

- 7.1. General provisions
 - 7.1.1. No GPC Member or connected person may:

- 7.1.1.1. buy or receive any goods or services from the Club on terms preferential to those applicable to members of the public;
- 7.1.1.2. sell goods, services, or any interest in land to the Club;
- 7.1.1.3. be employed by, or receive any remuneration from, the Club;
- 7.1.1.4. receive any other financial benefit from the Club; unless the payment or benefit is permitted by sub-clause 7.2 of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

7.2. Scope and powers permitting GPC Members’ or connected persons’ benefits

- 7.2.1. A GPC Member or connected person may receive a benefit from the Club as a beneficiary of the Club provided that it is available generally to the beneficiaries of the Club.
- 7.2.2. A GPC Member or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 7.2.3. Subject to sub-clause 7.3, a GPC Member or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the GPC Member or connected person.
- 7.2.4. A GPC Member or connected person may receive interest on money lent to the Club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5. A GPC Member or connected person may receive rent for premises let by the GPC Member or connected person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The GPC Member concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.6. A GPC Member or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

7.3. Payment for supply of goods only – controls

7.3.1. The Club and its GPC Members may only rely upon the authority provided by sub-clause 7.2.3 of this clause if each of the following conditions is satisfied:

- 7.3.1.1. The amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and the GPC Member or connected person supplying the goods (“the supplier”).
- 7.3.1.2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 7.3.1.3. The other GPC Members are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a GPC Member or connected person. In reaching that decision, the GPC Members must balance the advantage of contracting with a GPC Member or connected person against the disadvantages of doing so.
- 7.3.1.4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Club.
- 7.3.1.5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of GPC Members is present at the meeting.
- 7.3.1.6. The reason for their decision is recorded by the GPC Members in the minute book.
- 7.3.1.7. A majority of the GPC Members then in office are not in receipt of remuneration or payments authorised by clause 7.

7.4. In sub-clauses 7.2 and 7.3:

7.4.1. “The Club” includes any company in which the Club:

- 7.4.1.1. holds more than 50% of the shares; or
- 7.4.1.2. controls more than 50% of the voting rights attached to the shares; or
- 7.4.1.3. has the right to appoint one or more directors to the board of the company;

7.4.2. “Connected person” includes any person within the definition set out in clause 33 (Interpretation).

8. Conflicts of interest and conflicts of loyalty

A GPC Member must:

- 8.1. declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared; and
- 8.2. absent himself or herself from any discussions of the GPC Members in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).
- 8.3. Any GPC Member absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the GPC Members on the matter.
- 8.4. For the avoidance of doubt, GPC members can participate in decisions regarding the levels of membership subscriptions and services to members of the Club as beneficiaries, notwithstanding the GPC members' membership of the Club.

9. Liability of members to contribute to the assets of the Club if it is wound up

If the Club is wound up, the members of the Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

10. Membership of the Club

Membership Categories

Membership categories are determined by the GPC and ratified by the members at a General Meeting and are found in byelaw B9.

10.1. Members of the club are defined as:

10.1.1. Full Members of the club are defined as:

10.1.1.1. Single Members aged 18 or over on 1st January

10.1.1.2. Family Members aged 18 or over on 1st January

10.1.1.3. Paddle sports/ Windsurfer

10.1.1.4. Associate Members

10.1.1.5. Life Honorary Members

10.1.2. Other members of the club are defined as:

10.1.2.1. Cadet

10.1.2.2. Temporary member

10.1.2.3. Winter member

10.2. Admission of new members

10.2.1. Eligibility

10.2.1.1. Membership of the Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause 10.4 of this clause.

10.2.1.2. A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

10.2.2. Admission procedure

The GPC Members:

10.2.2.1. may require applications for membership to be made in any reasonable way that they decide;

10.2.2.2. may refuse an application for membership if they believe that it is in the best interests of the Club for them to do so;

10.2.2.3. shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 30 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and

10.2.2.4. shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

10.3. Transfer of membership

Membership of the Club cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation, which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the Club has received written notification of, and consented to, the transfer.

10.4. Duty of members

- 10.4.1. It is the duty of each member of the Club to exercise his or her powers as a member of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club in accordance with the constitution and objects of the Club.
- 10.4.2. Parents and Guardians are responsible for ensuring adequate supervision of children both on the Club's grounds and whilst participating in any Club and/ or sailing activity

10.5. Termination of membership

- 10.5.1. Membership of the Club comes to an end if:
 - 10.5.1.1. the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
 - 10.5.1.2. the member sends a notice of resignation to the GPC Members; or
 - 10.5.1.3. any sum of money owed by the member to the Club is not paid in full within two months of its falling due; or
 - 10.5.1.4. the GPC Members decide that it is in the best interests of the Club that the member in question should be removed from membership, and pass a resolution to that effect.
- 10.5.2. Before the GPC Members take any decision to remove someone from membership of the Club they must:
 - 10.5.2.1. inform the member of the reasons why it is proposed to remove him, her or it from membership;
 - 10.5.2.2. give the member at least 21 clear days' notice in which to make representations to the GPC Members as to why he, she or it should not be removed from membership;
 - 10.5.2.3. at a duly constituted meeting of the GPC Members, consider whether or not the member should be removed from membership;
 - 10.5.2.4. consider at that meeting any representations which the member makes as to why the member should not be removed; and
 - 10.5.2.5. allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

10.6. Membership fees

- 10.6.1. The Club may require members to pay reasonable membership fees to the Club as determined by the GPC members from time to time.
- 10.6.2. Any benefits arising from membership, including but not limited to, access to the clubhouse, changing facilities, boat storage area, and participation in any sailing activity from the location of or in association with the Club (with the exception of those activities open to the general public) are reserved for those members who the GPC members can verify have paid all membership and other fees owed to the Club.

11. Members' decisions

11.1. General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause 11.3 of this clause, decisions of the members of the Club will be taken by vote at a general meeting as provided in sub-clause 11.2 of this clause

11.2. Taking ordinary decisions by vote

Subject to sub-clause 11.3 of this clause, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting

11.3. Decisions that must be taken in a particular way

- 11.3.1. Any decision to remove a GPC Member must be taken in accordance with subclause 16.2.
- 11.3.2. Any decision to amend this constitution must be taken in accordance with clause 31 of this constitution (Amendment of Constitution).
- 11.3.3. Any decision to wind up or dissolve the Club must be taken in accordance with clause 32 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Club to one or more other Clubs must be taken in accordance with the provisions of the Charities Act 2011.

12. General meetings of members

12.1. Types of general meeting

- 12.1.1. There must be an Annual General Meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the GPC Members' annual report, and must elect trustees (GPC members) as required under clause 14.
- 12.1.2. Other general meetings of the members of the Club may be held at any time.
- 12.1.3. All general meetings must be held in accordance with the following provisions.

12.2. Calling general meetings

12.2.1. The GPC Members:

12.2.1.1. must call the Annual General Meeting of the members of the Club in accordance with sub-clause 12.1.1 of this clause, and identify it as such in the notice of the meeting; and

12.2.1.2. may call any other general meeting of the members at any time.

12.2.2. The GPC Members must, within 21 days, call a general meeting of the members of the Club if:

12.2.2.1. they receive a request to do so from at least 10% of the members of the Club; and

12.2.2.2. the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

12.2.3. If, at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then sub-clause 12.2.2.1 of this clause shall have effect as if 5% were substituted for 10%.

12.2.4. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

- 12.2.5. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 12.2.6. Any general meeting called by the GPC Members at the request of the members of the Club must be held within 28 days from the date on which it is called.
- 12.2.7. If the GPC Members fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- 12.2.8. A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- 12.2.9. The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the GPC Members to duly call the meeting, but the Club shall be entitled to be indemnified by the GPC Members who were responsible for such failure.

12.3. Notice of general meetings

- 12.3.1. The GPC Members, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general meeting to all of the members
- 12.3.2. When a member provides their email address(es) on their Membership Application form, or Membership Renewal form, they will be deemed as electing to receive such communication by email.
- 12.3.3. The notice of any general meeting must:
 - 12.3.3.1. state the time and date of the meeting;
 - 12.3.3.2. give the address at which the meeting is to take place;
 - 12.3.3.3. give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - 12.3.3.4. if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration;

12.3.3.5. include, with the notice for the AGM and details of persons standing for election or re- election as GPC Member, or where allowed under clause 23 (Use of electronic communication), details of where the information may be found on the Club's website.

12.3.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

12.3.5. The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

12.4. Chairing of general meetings

The Chair of a General Meeting shall be the Commodore or in his/her absence the Vice Commodore or in his/her absence another officer of the Club.

12.5. Quorum at general meetings

12.5.1. No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.

12.5.2. Subject to the following provisions, the quorum for general meetings shall be a majority of the current Officers of the Club and 5% of the membership as measured twenty-one days before that meeting.

12.5.3. An organisation represented by a person present at the meeting in accordance with sub-clause 12.7 of this clause, is counted as being present in person.

12.5.4. If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

12.5.5. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the Club's members at least seven clear days before the date on which it will resume.

- 12.5.6. If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- 12.5.7. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the GPC Members but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

12.6. Voting at general meetings

- 12.6.1. At a general meeting of the Club, each Full Member shall have one vote.
- 12.6.2. Members of all other categories of membership, including members under 18 on 1st January, shall be entitled to attend a general meeting but shall have no vote.
- 12.6.3. Any decision other than one falling within clause 11.3 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting.
- 12.6.4. A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person at the meeting.
- 12.6.5. A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- 12.6.6. A poll may be taken:
 - 12.6.6.1. at the meeting at which it was demanded; or
 - 12.6.6.2. at some other time and place specified by the chair.
- 12.6.7. In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- 12.6.8. Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

12.7. Representation of organisations and corporate members

12.7.1. An organisation or a corporate body that is a member of the Club may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Club.

12.7.2. The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the Club.

12.8. Adjournment of meetings

12.8.1. The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business that could properly have been transacted at the original meeting.

13. Officers of The Club

13.1. All Officers of the Club shall be Full Members of the Club.

13.2. The Flag Officers shall consist of a Commodore and a Vice-Commodore. They shall be elected at the AGM and may hold office for two years, after which they shall be eligible for re-election to the same office in continuation for a maximum of two terms (four years). A previous Flag Officer can then stand for re-election after a gap of two years.

13.3. The other Officers shall consist of a Club Secretary, a Membership Secretary, a Sailing Secretary and a Club Treasurer. They shall also be elected at the AGM and may hold office for two years, after which they may stand for re-election to the same office in continuation.

13.4. No candidate for election to any Office shall be proposed unless the name of the candidate, duly proposed and seconded by Full Members, is received by the Club Secretary, not less than twenty-one days before the AGM.

14. General Purposes Committee

14.1. The GPC shall consist of the Officers of the Club, the Social Secretary and a maximum of 5 other Full Members.

- 14.2. The members of the GPC who are not Officers of the Club shall be elected annually at the AGM.
- 14.3. Candidates for election to the GPC shall be those members of the retiring GPC who shall offer themselves for re-election and such other Full Members of the Club whose nomination (duly proposed and seconded in writing by Full Members of the Club), with their written consent, shall have been received by the Club Secretary not less than twenty-one days before the AGM.
- 14.4. If the number of candidates, duly proposed and seconded, exceeds the number of vacancies to be filled, the election shall be by ballot. If the number of candidates is equal to or less than the number of vacancies then all candidates shall be deemed to be elected if two-thirds of those present at the AGM, and entitled to vote, vote in favour of such election.
- 14.5. The GPC shall have the power to co-opt members to any posts unfilled at the AGM or which subsequently become vacant. Such co-opted members shall have full voting rights on that committee thereafter.
- 14.6. The Quorum of the GPC shall be a simple majority of the elected and co-opted members of that committee.
- 14.7. The GPC shall manage the affairs of the Club according to the rules and shall apply the funds of the Club to the objects of the Club.
- 14.8. The GPC may propose such Bylaws and Regulations or amendments to the same as it shall from time-to-time think fit. These should then be ratified by the members at the next General Meeting.
- 14.9. It shall be the responsibility of the Club Treasurer to keep a complete and accurate account of the Club's finances.

15. Information for new GPC Members

- 15.1. The GPC Members will make available to each new GPC Member, on or before his or her first appointment:
- 15.1.1. a copy of this constitution and any amendments made to it; and
 - 15.1.2. a copy of the Club's latest GPC Members' annual report and statement of accounts.

16. Retirement and removal of GPC Members

16.1. A GPC Member ceases to hold office if he or she:

- 16.1.1. retires by rotation in accordance with sub- clauses 13.2, 13.3 and 14.2 or otherwise retires by notifying the Club in writing (but only if enough GPC Members will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- 16.1.2. is absent without the permission of the GPC Members from all their meetings held within a period of six months and the GPC Members resolve that his or her office be vacated;
- 16.1.3. dies;
- 16.1.4. in the written opinion, given to the Club, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a GPC Member and may remain so for more than one month;
- 16.1.5. is removed by the members of the Club in accordance with sub-clause 16.2 of this clause; or
- 16.1.6. is disqualified from acting as a GPC Member by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

16.2. A GPC Member shall be removed from office if a resolution to remove that GPC Member is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 12, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

16.3. A resolution to remove a GPC Member in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Club.

17. Reappointment of GPC Members

Any person who retires as a GPC Member by rotation or by giving notice to the Club is eligible for reappointment.

18. Taking of decisions by GPC Members

Any decision may be taken either:

18.1. at a meeting of the GPC Members; or

18.2. by resolution in writing or electronic form agreed by all of the GPC Members, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more GPC Members has signified their agreement.

19. Sub-Committees

There shall be two standing sub- committees. These are: (i) Sailing Committee (ii) Social Committee

19.1. Sailing Committee

- 19.1.1. This shall consist of the Sailing Secretary and a maximum of eight other Full Members, elected annually at the AGM.
- 19.1.2. The Officers of the Club are ex-officio members of the Sailing Committee.
- 19.1.3. The quorum shall be a simple majority of the elected and co- opted members.
- 19.1.4. The responsibilities of the Sailing Committee are to be defined by the GPC. Any Officer of the Club may require any item to be referred to the GPC for decision.
- 19.1.5. The Chairman of the Sailing Committee shall be the Sailing Secretary or, if absent, another Officer of the Club.
- 19.1.6. The GPC or Sailing Committee shall have the power to co-opt members to any posts unfilled at the AGM or which subsequently become vacant. Such co-opted members shall have full voting rights on the Sailing Committee thereafter.

19.2. Social Committee

- 19.2.1. This shall consist of the Social Secretary and a maximum of eight other Full Members, elected annually at the AGM.
- 19.2.2. The Officers of the Club are ex-officio members of the Social Committee.
- 19.2.3. The quorum shall be a simple majority of the elected and co-opted members.
- 19.2.4. The responsibilities of the Social Committee are to be defined by the GPC. The Social Secretary or any Officer of the Club may require any item to be referred to the GPC for a decision.

- 19.2.5. The Chairman of the Social Committee shall be the Social Secretary or, if absent, another Officer of the Club.
- 19.2.6. The GPC or Social Committee shall have the power to co-opt members to any posts unfilled at the AGM or which subsequently become vacant. Such co-opted members shall have full voting rights on the Social Committee thereafter.

20. Meetings and proceedings of GPC Members

20.1. Calling meetings

- 20.1.1. Any GPC Member may call a meeting of the GPC Members.
- 20.1.2. Subject to that, the GPC Members shall decide how their meetings are to be called, and what notice is required.

20.2. Chairing of meetings

- 20.2.1. The chair of the GPC shall be the Commodore or in his/her absence the Vice Commodore or in his/her absence another officer of the Club.

20.3. Procedure at meetings

- 20.3.1. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. A GPC Member shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- 20.3.2. Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 20.3.3. In the case of an equality of votes, the chair shall have a second or casting vote.

20.4. Participation in meetings by electronic means

- 20.4.1. A meeting may be held by suitable electronic means agreed by the GPC Members in which each participant may communicate with all the other participants.
- 20.4.2. Any GPC Member participating at a meeting by suitable electronic means agreed by the GPC Members in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

20.4.3. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

21. Saving provisions

21.1. Subject to sub-clause 21.2 of this clause, all decisions of the GPC Members, or of a committee of GPC Members, shall be valid notwithstanding the participation in any vote of a GPC Member:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that GPC Member and that GPC Member being counted in the quorum, the decision has been made by a majority of the GPC Members at a quorate meeting.

21.2. Sub-clause 21.1 of this clause does not permit a GPC Member to keep any benefit that may be conferred upon him or her by a resolution of the GPC Members or of a committee of GPC Members if, but for sub-clause 21.1, the resolution would have been void, or if the GPC Member has not complied with clause 8 (Conflicts of interest).

22. Execution of documents

22.1. The Club shall execute documents by signature.

22.2. A document is validly executed by signature if it is signed by at least two of the GPC Members.

23. Use of electronic communications

The Club will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

23.1. the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

23.2. any requirements to provide information to the Commission in a particular form or manner.

24. Keeping of Registers

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and GPC Members.

25. Minutes

The GPC Members must keep minutes of all:

25.1. appointments of Officers made by the GPC Members;

25.2. proceedings at general meetings of the Club;

25.3. meetings of the GPC Members and committees of GPC Members including:

25.3.1. the names of the GPC Members present at the meeting;

25.3.2. the decisions made at the meetings; and

25.3.3. where appropriate the reasons for the decisions;

25.4. decisions made by the GPC Members otherwise than in meetings

26. Accounting records, accounts, annual reports and returns, register maintenance

26.1. The GPC Members must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, within 10 months of the financial year end.

26.2. The GPC Members must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

27. Licencing

27.1. The purchase for the Club and the supply by the Club of intoxicating liquor shall be under the control of the GPC.

27.2. Supply of liquor:

27.2.1. Intoxicating liquor may be supplied to, for consumption on the premises by, those persons aged 18 or more who are entitled to the use of the Club premises in pursuance of the Rules, Bylaws and Regulations for the time being in force.

27.2.2. Intoxicating liquor may not be purchased by, supplied to or consumed by any person under the age of 18, on Club premises.

27.3. The permitted hours for the sale of intoxicating liquor are in accordance with the licensing laws. The bar may be open at these hours or at such other hours as may be decided by the GPC subject to any restrictions imposed from time to time by the Licensing Justices.

28. Liability

28.1. The Club shall not accept liability, whatever the cause, for loss or damage of boats, sails, fittings and personal effects of persons using the Club premises, or for moorings or for boats, sails and fittings stored upon the Club premises.

28.2. The Club shall not accept responsibility for injury to any person using the Club premises or equipment belonging to the Club. All persons entering upon Club premises and using such equipment do so entirely at their own risk.

28.3. All boats belonging to Club members and sailing from or stored at the Club's premises shall be covered by third party insurance equal to or exceeding the minimum amount currently specified by the GPC.

29. Rules & Bylaws

29.1. The GPC Members may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Club, but such rules or byelaws must not be inconsistent with any provision of this constitution. Copies of any such rules or byelaws currently in force must be made available to any member of the Club on request.

29.2. The GPC members or a simple majority of the Members by way of a General Meeting may make such Bylaws and Regulations as they shall from time to time think fit and shall cause the same to be exhibited in the Club premises for fourteen days before the date of implementation. These Bylaws and Regulations must be in accordance with the objects of the Club and are hereby incorporated by reference (as amended from time to time) into this constitution.

30. Disputes

If a dispute arises between members of the Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

31. Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

31.1. This constitution can only be amended:

31.1.1. by resolution agreed in writing by all members of the Club; or

31.1.2. by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.

31.1.3. Any alteration of clause 3 (Objects), clause 32 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by GPC Members or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission.

31.1.4. No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

31.1.5. A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

32. Voluntary winding up or dissolution

32.1. As provided by the Dissolution Regulations, the Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Club can only be made:

32.1.1. at a general meeting of the members of the Club called in accordance with clause 12 (General Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

32.1.1.1. by a resolution passed by a 75% majority of those voting, or

32.1.1.2. by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

32.1.1.3. by a resolution agreed in writing by all members of the Club.

32.2. Subject to the payment of all the Club's debts:

32.2.1. Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.

32.2.2. If the resolution does not contain such a provision, the GPC Members must decide how any remaining assets of the Club shall be applied.

32.2.3. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.

32.3. The Club must observe the requirements of the Dissolution Regulations in applying to the Commission for the Club to be removed from the Register of Charities, and in particular:

32.3.1. the GPC Members must send with their application to the Commission:

32.3.1.1. a copy of the resolution passed by the members of the Club;

32.3.1.2. a declaration by the GPC Members that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and

32.3.1.3. a statement by the GPC Members setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution;

32.3.2. the GPC Members must ensure that a copy of the application is sent within seven days to every member and employee of the Club, and to any GPC Member of the Club who was not privy to the application.

32.4. If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

33. Interpretation

In this constitution:

33.1. “Connected person” means:

33.1.1. a child, parent, grandchild, grandparent, brother or sister of the GPC Member;

33.1.2. the spouse or civil partner of the GPC Member or of any person falling within sub-clause 33.1.1 above;

33.1.3. a person carrying on business in partnership with the GPC Member or with any person falling within sub-clause 33.1.1 or 33.1.2 above;

33.1.4. an institution which is controlled –

33.1.4.1. by the GPC Member or any connected person falling within sub-clause 33.1.1, 33.1.2, or 33.1.3 above; or

33.1.4.2. by two or more persons falling within sub-clause 33.1.4.1, when taken together

33.1.5. a body corporate in which –

33.1.5.1. the GPC Member or any connected person falling within sub-clauses 33.1.1 to 33.1.3 has a substantial interest; or

33.1.5.2. two or more persons falling within sub-clause 33.1.5.1 who, when taken together, have a substantial interest.

33.2. Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

33.2.1. "General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012.

33.2.2. "Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

33.2.3. The "Communications Provisions" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

33.2.4. "GPC Member" means a GPC Member of the Club.

33.2.5. A "poll" means a counted vote or ballot, usually (but not necessarily) in writing.

34. Appendix A – Bylaws

BYLAWS
<p>B1 - The Sailing sub-committee is responsible for allocating all required duties to safely run club activities. It is a condition of membership that all members (temporary and full) must either perform their allotted duty or exchange duties with another suitably qualified member.</p> <p>Failure to complete a duty without an acceptable reason and due notice may result in a penalty as specified by the GPC.</p> <p>Members have the option of paying a surcharge to be relieved of duties as agreed by the GPC.</p>
<p>B2 - No motor vehicle shall be driven or left on the land beyond the lower pound gates (on the south side of the boat pound fence), except when loading or unloading. Vehicles shall not be parked in the aisles of the dinghy pound.</p>
<p>B3 - Members are responsible for the upkeep of their allocated pound space(s), for example by cutting the grass. Boats and trailers must be kept in the spaces which they have been allocated and for which fees have been paid.</p>
<p>B4 – Dogs are allowed in the ‘wet area’ of the Clubhouse (i.e., <u>not</u> on the carpeted area or on any seating), but must be on short leash (less than 2m). Under no circumstances must they be left unattended in the clubhouse and they must be under the members control at all times whilst on Club premises. They must not be allowed to foul around the club buildings or pound area. If they do so, this must be cleared up and disposed of immediately.</p>
<p>B5 - Members must ensure that they do not compromise the security of the club and its premises, especially when using the facilities outside scheduled race times. Members must fully lock the upper and lower pound gates and all access doors to the clubhouse if the premises are left unattended whilst on the water and when leaving the premises.</p>

B6 - A non-refundable deposit shall be paid to obtain a Pound key. Pound keys remain the property of Weston Sailing Club and must be returned on resignation.

B7 – All Members, Visitors, and external personnel participating and/or otherwise assisting in Club activities will follow the Operating Procedure as amended from time to time.

B8 - All boats belonging to Club members and sailing from or stored at the Club's premises shall be covered by third party insurance equal to or exceeding £2 million.

B9 – Membership

B9.1 - Categories of Membership.

The GPC have established the following categories of membership which apply whether or not the member owns a sailing dinghy.

Membership Type	Rights/Eligibility	Duration	Voting Rights
Adult Single	Any adult over the age of 18 including named children under the age of 18, if any.	From 1 January to 31 December.	Full Member if over the age of 18 at 1 January.
Family	As Adult Single, for two nominated adults, in a marriage, civil partnership or analogous relationship residing at the same address. Also, all children under the age of 18 of either of those two adults.	From 1 January to 31 December.	Full Members if over the age of 18 at 1 January.

Cadet	Right to participate in sailing activities based at the club subject to any age restrictions implemented on operational or safety grounds. Any young person between the ages of 8 and 18 is eligible for this category of membership.	From 1 January to 31 December.	Can attend General Meetings but cannot vote
Paddle sports/ windsurfer	As Adult Single, Family or Cadet but replacing sailing activities with paddle sports or windsurfing.	From 1 January to 31 December.	Full Member
Temporary	As Adult Single, Family, Associate or Cadet as appropriate.	Will normally be up to 3 months but exceptionally may be up to 5 months. Temporary Membership fees will be charged at 1.5 times the monthly equivalent of the annual membership fee.	None
Winter	As Adult Single or Family as appropriate.	From 1 Oct to 31 March	None
Associate	Individuals wishing to support the activities of the club are eligible for this membership class. Associate members may take advantage of the club facilities	From 1 January to 31 December.	Full Member

	including the bar and catering facilities. Associate members may volunteer to assist with the activities of the club including duties, RYA tuition and general maintenance tasks.		
Lifetime Honorary Membership	Individuals who have made a substantial contribution to the sport of sailing or to club life and who in the opinion of the GPC Members should be afforded lifetime honorary membership.	From 1 January to 31 December.	Full Member

B9.2 – Discounts applicable to membership fees

B9.2.1 Only one discount can be applied in any membership year

B9.2.2 GPC may recommend discounts, which must be ratified at the next General Meeting and come into effect at the start of the next applicable membership year.

B9.2.3 The following discounts shall be available, at the discretion of the GPC.

Discount	Applicable to	Discount applicable	Qualifications/Notes
Adult – OAP	Adult Single, Family	40% of membership fee.	Over State Pension age. If a member qualified for this discount, the raising of the State Pension Age shall not revoke their entitlement.

Adult – Student	Adult Single, or Family (apply to membership secretary)	GPC to recommend a rate from time to time.	Adult in full time education at the time of application/renewal and in possession of a valid NUS or University card. Students may elect to join as a member between 1 October and 30 September (not eligible for early payment discount) or 1 January to 31 December
Armed Forces Concession	Adult Single, Family	Pro-rated discount dependent equivalent to the proportion of the year spent outside the United Kingdom on active military service.	Serving member of UK Armed Forces due to be away on active service during the year.
GPC member or committee member	Adult Single, Family	50% of membership fee	Serving GPC member or Committee member who has displayed appropriate levels of commitment and attendance in the prior year as nominated by the GPC Members and ratified at the Club's AGM.
Early Payment	All classes of membership	A percentage discount recommended by GPC and ratified by members at the next General Meeting.	For all eligible members who have paid their membership renewal due before 31 December of the previous membership year.

B10 – Visitors

B10.1 Any member may introduce a Guest to the Club. The Member and Guest must follow Club Operating Procedures. No member may introduce more than two guests in one day and may not introduce the same person as a guest more than once in any month. A guest who also wishes to sail may be liable for fees, as described under Club Operating Procedures.

B10.2 Any person who is a competitor in any race sponsored, or organised by (or on behalf of) the Club, or in any race starting from Weston Sailing Club, and any person who is a member of the crew of such competitor for the purpose of the race, is entitled to the use of

the Club premises within a period of twenty-four hours before and after the race in which they are competing, provided any associated fees have been paid.

B11– Club Boats

B11.1 These are used for training and are available to hire by Club Members or their Guests. They may only be hired whilst the Duty Officer, Race Officer or Committee member is available. The Boats are not available for hire if the winds are expected to exceed 20 knots as determined by the Duty Officer, Race Officer or Committee member. Hire forms must be completed and fees paid to the Duty Officer, Race Officer or Committee member. These fees are used for the Boats' running costs.

B12 – Storage

B12.1 Membership of the Club does not confer an automatic right to store any vehicle, boat or equipment on Club premises.

B12.2 The right to apply for an annual pound space is available to all classes of member, except Associate. Temporary members can apply for a pound space for the duration of their membership at a rate of 1.5 times the monthly equivalent of the relevant annual pound fee.

B12.3 Any fee that is to be imposed for an annual space shall be decided by the GPC and may be presented to the AGM for ratification. The annual Pound Fee shall become operative and due on the date determined by the GPC Members.

B12.4 The Pound Fee for persons applying for membership in any one year shall be the full fee. This fee may be reduced in accordance with the provisions of Bylaw B9.2.3.

B12.5 Any boat or equipment occupying an annual pound space shall display the correct, current and valid pound license sticker clearly in a readily visible location within 28 days of issue, and for the term of the licence.

B12.6 All persons are reminded that nothing in this Byelaw changes any responsibility or liability as defined in clause 28

B12.7 The GPC reserves the right to be able to move boats or property whilst taking all reasonable care, to any other part of the Club premises without being liable for any loss or damage to the boat however caused. If any boat or trailer that is to be moved is secured by lock, then subject to notice, the member will unsecure the boat or trailer within 28 days of notice and notify the GPC that they have done so. If not unsecured within the 28 days, then the GPC can take any necessary action to move the boat or trailer.

B12.8 All boats stored in the pound, must be adequately secured so they do not damage persons or property within the club premises.

B12.9 All property stored by members and non-members at the club without the prior written consent of the GPC shall be liable for a storage charge of three times the rate available to fully paid-up full members of the Club.

B12.10 All property stored at the club shall be stored in the location determined by the GPC. In the event that the property is stored at a different location on the club site to that

directed by the GPC, the responsible member, non-member or visitor shall be liable for a storage charge of three times the rate available to paid up full members of the Club.

B12.11 If a boat or other property of a Visitor, Member or former Member remains on the premises and becomes derelict or in a dilapidated condition or Southampton City Council requests the removal of said boat or property the Club may dispose of said boat or property in any manner the GPC may think fit.

B12.12 If at any time, any fees payable to the Club by any Visitor, Member or former Member shall be three months or more in arrears and a boat or property of a Visitor, Member or former Member remains upon the Club premises without authorisation, the GPC may, having taken all reasonable steps to trace a Visitor, Member or former Member:

B12.12.1 Secure the boat or property to prevent its use in any way and affix notices to the boat or property without being liable for any loss or damage to the property however caused.

B12.12.2 Move the boat or property to any other part of the Club premises without being liable for any loss or damage to the boat however caused.

B12.12.3 Give one month's notice to the Visitor, Member or former Member at his or her last known address as shown in the Club Register or entry form or other relevant document and thereafter sell the boat or property and deduct any monies due to the Club (whether by way of arrears of subscription or other payments) from the proceeds of sale before accounting for the balance (if any) to the Visitor, Member or former Member.

- (i) If the boat or property is sold the proceeds of the sale (less any indebtedness by the Visitor, Member or former Member to the Club) shall be paid to the owner net of any interest received (whether he or she be the said Visitor, Member or former Member or otherwise) or placed upon bank deposit account and retained against the eventuality of a claim by the owner for a period of six years. The Club reserves the right to transfer such monies to its general account at the end of this period.
- (ii) If the boat or property is unsaleable, the Club may dispose of said boat or property in any manner the GP Committee may think fit and add the cost of disposal to the debt owing to the Club by the member or former member.