



## CONSTITUTION

### 1. Name and Objects

- 1.1 The name of the Club shall be 'Shotley Point Yacht Club', hereinafter referred to as 'the Club'.
- 1.2 The object of the Club is to promote and facilitate the sport of yachting (both sail and power) and to provide social and other boating and cruising related activities.

### 2. Limitation of Club Liability

- 2.1 The Club, Officers, Committee and others organising or helping to organise any event shall not be held responsible for any injury, loss or damage to a Member, his/her crew or guests, nor his/her vessel nor equipment, whether through negligence or otherwise of any Member or organiser. Members and their guests take part in any event of the Club at their own risk and on the understanding that they indemnify the Club, its Officers, Committee Members and organisers for any injury or damage to themselves, family, crew, guests and vessel.
- 2.2 It is a fundamental principle of maritime law that the skipper is responsible for the safety of the vessel and its crew. It is the responsibility of the skipper of each craft to decide whether to start or continue with a passage or an event in the light of his or her competence, the ability of the crew and the suitability of the craft for the conditions likely to be encountered. (Conditions here refer to weather, tide, sea conditions etc) . It is recommended that all Members have third party insurance to cover their activities on and off the water.
- 2.3 Information held by the Club shall not be released for commercial purposes other than commercial entities that are providing a service contracted to them by the Club. Those commercial entities shall be informed of their responsibilities to protect the information provided, not use it for any purpose other than as contracted with them and not release it to any other party, other than with the express consent of the Membership Secretary or Committee.

### 3. Members Conduct

*(Code of Practice 1- General Conduct)*

- 3.1 Every Member is deemed to have notice of, and undertakes to comply with, the current requirements of the Club Constitution and supporting documents. Any refusal or neglect to do so, or any conduct that in the opinion of the Committee is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to expulsion by the Committee. Before expelling a Member, the Committee shall call upon such Member for a written explanation of their conduct and shall give the Member opportunity to provide an explanation or of resigning. A resolution to expel a Club Member shall be carried by a simple majority of Committee Members in quorum.
- 3.2 A Member shall not knowingly remove, injure, destroy, or damage any property of the Club and shall make restitution for the same if called upon to do so by the Hon. Secretary upon the instructions of the Committee.
- 3.3 A Member shall not cause any communication, in whatever form, to be exhibited on the Club noticeboards or premises without permission from the Committee Member appointed for their maintenance.
- 3.4 All suggestions or complaints about the Club's activities or management should be addressed to the Hon. Secretary in writing for consideration by the Committee.
- 3.5 The Committee may cancel, without notice being given, the membership of any Member whose annual subscription and other annual fees are more than three months in arrears. The Committee may, at its discretion, reinstate such Member upon payment of arrears that may include a joining fee in addition to the subscription. No Member whose annual payments are in arrears may enter any Club event or vote at any Meeting.

**4. Committee** *(See Code of Practice 2- Committee Roles & Responsibilities.)*

4.1 The Committee shall consist of 4 Officers and neither fewer than four nor more than eight adult Members, elected at the Annual General Meeting (AGM) each year. They are to hold Office until their termination at the following AGM or Re-election.

4.2 The Committee shall meet no fewer than four times in a calendar year with no interval being greater than four months.

4.3 Voting shall normally be by show of hands. A majority vote is required to carry any proposal. The Commodore shall only vote in a tie.

4.4 In pursuance of the authority vested in the Committee by the Members, members of the Committee are indemnified against any liabilities properly incurred by them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature.

4.5 The Committee shall endeavour to ensure that the following clause is incorporated into every contract, lease, licence or other agreement entered into by the Committee: *'The liability of the Committee 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'*.

**5. Meetings of the Club.** *(Code of Practice 3- Meetings)*

5.1 An AGM of the Club shall be held each year on a date to be fixed by the Committee. Notice of this, or any other General Meeting, shall be given at least 28 days before. The Hon. Secretary shall at least 14 days before the date of such a Meeting, notify the Members of the business to be discussed and or voted upon.

**6. Officers** *(Code of Practice 4- Job Descriptions)*

6.1 The Officers of the Club shall be Members of the Club and shall consist of a Commodore, a Vice Commodore, Honorary Secretary and Honorary Treasurer.

**7. Membership** *(Code of Practice 6- Membership)*

7.1 There shall be the following categories of Membership with a vote at AGM and Extraordinary General Meeting (EGM) meetings of the Club as indicated. Their rights and privileges as defined in the Code of Practice.

7.2 Members, being one or two adult persons named on the on-line application, having agreed to abide by the Constitution of the Club and paid the appropriate Subscription and Joining Fee.

7.3 Honorary Membership - being nominated by the Committee, accepted at an AGM and having the same rights and privileges as any other voting Member. Subscription rate shall be gratis.

**8. Dissolution of the Club**

8.1 If, upon the 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 but shall be given or transferred to some other institution(s) having objects similar to those of the Club. Such institution(s) will be determined by the Members of the Club at a General Meeting at or before the time of the dissolution. If effect cannot be given to such provision, then such property shall be transferred to some charitable organisation related to yachting.



MR ABBOTT VR  
Commodore  
Shotley Point Yacht Club