



Shotley Point Yacht Club

Shotley Marina, Shotley Gate, Ipswich, IP9 1QJ

Email: commodore@shotleypointyc.org

Website: www.shotleypointyc.org

www.facebook.com/shotleypointyachtclub



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CONSTITUTION

1. Name, Objective and Scope

- 1.1. The name of the Club shall be 'Shotley Point Yacht Club', hereinafter referred to as 'the Club'.
- 1.2. The objective of the Club is to promote and facilitate the sport of yachting (both sail and power) and to provide boating, cruising and social related activities for its Members.
- 1.3. This Constitution defines the rules and structure whereby the Club will conduct its activities. It shall be reviewed on an annual basis and any changes will be subject to approval by the Members.

2. Membership

- 2.1. There shall be the following categories of Membership with a vote at the AGM and General Meetings of the Club. Their rights and privileges are defined in the Code of Practice.
 - 2.1.1. Ordinary Members - those persons who have registered on the Club website, agreed to the GDPR statement and paid their annual subscription. Each boat membership may include up to two Ordinary Members if they have individually registered on the Club website and agreed to the GDPR statement.
 - 2.1.2. 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.

3. Officers

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

4. Committee

- 4.1. The general management of the Club will be conducted by a Committee elected by the Members at the AGM.
- 4.2. The Committee shall consist of four Officers and neither fewer than four nor more than eight Members, elected at the Annual General Meeting (AGM) each year. They are to hold Office until their termination or re-election at the following AGM.
- 4.3. The Committee will prepare, and be responsible for a Code of Practice defining the day to day implementation of the conditions and regulations of this Constitution.
- 4.4. The Committee are responsible to the Members for the conduct of the business of the Club in accordance with the terms of this Constitution and the Code of Practice.



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- 4.5. The Committee shall meet no fewer than four times in a calendar year with no interval being greater than four months.
- 4.6. Voting shall normally be by show of hands. A majority vote is required to carry any proposal. The Commodore shall only vote in the event of a tie.
- 4.7. 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.
- 4.8. 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.

- 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 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. Members Conduct

- 6.1. Every Member is deemed to have notice of, and undertakes to comply with the current requirements of the Club Constitution, Code of Practice 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.
- 6.2. 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 Secretary upon the instructions of the Committee.
- 6.3. A Member shall not cause any communication in whatever form to be exhibited or published on the Club noticeboards, premises or social media without permission from the Committee Member appointed for their maintenance.
- 6.4. All suggestions or complaints about the Club's activities or management should be addressed to the Secretary in writing for consideration by the Committee.
- 6.5. 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.



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In the event of such a cancellation the membership of Ordinary Members who are Members because they have been nominated by a boat owning Ordinary Member will be cancelled at the same time as the membership of the boat owning Member.

7. Limitation of Club Liability

- 7.1. 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.
- 7.2. 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.
- 7.3. Information held by the Club shall be retained solely in accordance with the Club Data Protection Policy.

8. Dissolution of the Club

- 8.1. If upon the dissolution of the Club there remains (after the settlement of all 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.

Constitution: 5.1 vs 5.2

1. Name, objective and scope

The purpose of the Constitution is now defined.

2. Membership

The definition of Ordinary Membership has been updated to reflect current GDPR requirements. To date an SPYC membership has included other people resident at the same address but the names of these people were not captured on the Club database. The Committee also recognises that boats may be co-owned by individuals who are not the partner or spouse of the primary applicant. The modifications to clause 2.1.1 is intended to address this.

3. Officers

As the Secretary and Treasurer are elected by the membership the use of “Honorary” is confusing in this instance.

4. Committee

This section now includes clauses that (i) authorises the Committee to conduct Club business on behalf of the Membership and (ii) states that this will be conducted in accordance with an agreed Code of Practice.

5. Meetings of the Club

No change

6. Members Conduct

An addition to 6.5 ensures that cancellation of a membership includes all individuals connected with that membership

7. Limitation of Club Liability

Clause 7.3 has been shortened to refer directly to the Data Protection Policy.

8. Dissolution of the Club

No change.