

Ilfracombe Yacht Club



**THE QUAY • ILFRACOMBE • DEVON • EX34 9EQ
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*Affiliated to the Royal Yachting Association
And a Member of The Bristol Channel Yachting Conference*

ILFRACOMBE YACHT CLUB

CONSTITUTION

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**Approved 28/02/04
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Section 1 - Name and Objects

1. The name of the Club shall be 'THE ILFRACOMBE YACHT CLUB' (hereinafter referred to in these rules as the club).
2. The object on which the club is formed is to promote and facilitate the sport of yachting in all its forms, and also to provide social and other facilities for members as may be from time to time determined. The income and Property of the club shall be applied solely towards promoting the clubs objectives as set forth in this constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club

Section 2 – Officers

- *3 The Officers of the club shall be Full or Family members of the club and shall consist of a Club President, a Commodore, a Vice-Commodore, an Honorary Secretary and an Honorary Treasurer. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election. No officer to hold more than one position at any one time

Duties of Honorary Secretaries etc

4. The Honorary Secretary shall:-
 - (a) Keep a register of club members' names and addresses;
 - (b) Conduct the correspondence of the club;
 - (c) Keep custody of all club documents;
 - (d) Keep full minutes of all meetings of the club, the Committee and any sub-committees which shall be confirmed and signed by the appropriate Chairman upon the agreement of the club, the Committee or sub-committee at the next following meeting of the club, the Committee or sub-committee;
 - (e) Administer such insurance policy or policies as may be needed fully to protect the interests of the club, its Officers and its members;
 - (f) Maintain contact with the club's Legal Advisor to ensure that the club's affairs are managed in accordance with current law.
 - (g) Maintain any such certificates or registrations, and complete

any such non-financial returns, as may be required by law.

5. The Honorary Treasurer shall:-
 - (a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the club.
 - (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
 - (c) *Prepare an Annual Balance Sheet as at 31st December in each year and cause such Balance Sheet and accounts to be audited at least once annually and shall thereafter cause the same to be exhibited in the club premises at least fourteen days before the date of the Annual General Meeting.
6. The Club Accountants shall:-
 - (a) Be appointed at the Annual General Meeting in each year and shall be appropriately qualified.
 - (b) The Club Accountants shall prepare the accounts of the club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the committee;

Section 3 – Membership

7. There shall be the following categories of membership with power to vote at all meetings of the club as indicated hereunder. The rights and privileges of each category of members are as defined in the latest edition of the byelaws of the club.

A FULL MEMBER - being a person who, at the date of election, is over the age of eighteen shall have one vote.

A FAMILY MEMBER - which expression shall include one or two parents (as may be) and all children below eighteen years of age

A JUNIOR MEMBER - being a person who, at the date of election, is under the age of eighteen shall have no vote.

Such a member shall be one who at the commencement of the subscription year joins the club other than as a full member or a family member.

AN HONORARY MEMBER - who shall have no vote.

A TEMPORARY MEMBER - who shall have no vote.

No member except a **TEMPORARY MEMBER** may use the club premises, or any of the facilities of the club until forty-eight hours have elapsed from the date of posting of notice of election.

* Candidates for membership shall have no privileges whatsoever in relation to the use of the club or premises.

8. The rate of Initial Entrance fee, and Annual Subscription fee for each category of Membership, shall be proposed by the Committee, to the members 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 on the first day following the meeting. The current rate of Entrance and Subscription fee shall be prominently displayed in the club premises.
9. Members shall also make the following annual payments:-
 - (a) An annual dinghy park fee of such a sum as the Committee shall from time to time prescribe which shall entitle a member to store his or her own dinghy in a space in the club's dinghy park.
 - (b) All members shall pay the Entrance fee and their first annual subscription upon election to the club and thereafter on the first day of January in each year. Provided that a member elected after the first day of March in any year shall pay the annual subscription applicable for that year in line with the sliding scale approved by the committee.
10. Every member shall furnish the Honorary Secretary with an up-to-date address, which shall be recorded in the Register of Members, and any notice sent to such address, shall be deemed, to have been duly delivered.

Election and retirement of members

11. Every candidate for membership (except Honorary Members) shall be proposed and seconded by a Full or Family member of the club.
12. An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name, address, and occupation of the candidate, and the signatures of the Proposer and the Secunder. Membership of the club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirement of yachting as a particular sport.

- *13 Upon receipt of an application for membership, and the appropriate fee, the Honorary Secretary shall enter such application in a Register of Candidates and shall cause the application form to be prominently displayed in the club premises for at least fourteen days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the General Committee and shall be a simple majority vote of those of the General Committee. The Honorary Secretary shall inform each candidate in writing of the candidate's election or non-election. He shall furnish an elected candidate with a copy of the Rules and Byelaws of the club and a receipt for payment or refund as necessary.
14. A 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 Honorary Secretary before the last day of November in the previous year. 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.
15. A member desirous of retiring from membership shall give notice in writing to the Honorary Secretary before the last day of November and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the Committee may, at its discretion, excuse payment of an Entrance Fee.
16. The Committee may cancel, without notice given, the membership of any member whose annual subscription and other annual fees are more than three months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment are in arrears may enter any club event or vote at any meeting.

Conduct of Members

17. Every member, upon election and thereafter, is deemed to have notice of, and by implication undertakes to comply with, the Club Rules and the current Byelaws and Regulations of the club. Any refusal or neglect to do so, or any conduct, which, 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.

PROVIDED THAT, before expelling a member, the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Committee, or of resigning.

A Resolution to expel a member shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution, any expulsion has to be confirmed by a majority vote of members at the next general meeting of the club.

18. Members shall enter the names of all guests in the Visitor's Book. Not more than two guests may be introduced in any one day and the same guest may not be introduced more than three times in any calendar year.
19. 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 Committee or by the Honorary Secretary upon the instructions of the Committee.
20. A Member shall not cause any communication in whatever form to be exhibited on club notice boards or premises without permission of the Honorary Secretary.
21. A member shall settle any indebtedness for refreshment or otherwise before leaving the club premises, or in accordance with any byelaw relating to the settlement of such indebtedness.
22. All suggestions shall be entered in the Suggestion Box and signed by the Member.
23. Complaints of any nature relating to the management of the club premises shall be addressed in writing to the Honorary Secretary. Under no circumstances shall an employee of the club be personally reprimanded by a member.
24. A member of any club affiliated to the Royal Yachting Association (a list whereof is published by the said Association) may be authorised to use the premises of the club by any member of the Committee of the club. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may so use the premises.
25. Any person who is a competitor or crew member in any race sponsored by or on behalf of the club is entitled to the use of the club premises within a period of 24 hours before and after the race in which they are competing.
26. The Honorary Secretary or any other person, who has received the authority of two members of the Committee, may expel, temporarily or permanently, any person who has the right to the

use of the club premises only under Rules 24 and 25.

Limitation of club liability

27. Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the club premises:-

Members of the club, their guests or visitors may use the club premises, and any other facilities of the club, entirely at their own risk and impliedly accept:

(a) The club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the club.

(b) The club will not accept any liability of personal injury arising out of the use of the club premises, any other facilities of the club either sustained by members, their guests or visitors or caused by the said members, guests or visitors 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 or servants of the club.

(c) All members should note that Committee members and others organising or helping to organise Ilfracombe Yacht club (IYC) events do so voluntarily and that neither they, nor the IYC Committee nor the IYC can in any circumstance be held responsible for any injury, loss or damage to an owner, member, their crew, guests, vessel or equipment whether through negligence or otherwise of any member, organiser, helper or third party. The safety and management of any vessel, its equipment and crew is the responsibility of the skipper. No IYC event shall be considered a training event unless it is specifically designated as such. Each skipper in an IYC event must assess for themselves whether the event is within their capabilities and whether or not their personal safety or that of their crew could be endangered. By participating in an IYC event, each skipper warrants that their vessel and crew are adequate to face the conditions that may arise during the course of the event and that the boat carries appropriate third party insurance. The participation of any other vessel in an event shall not relieve other participants of their responsibilities. Members, their crews and their guests take part in IYC events entirely at their own risk and on the understanding that they indemnify the IYC, committee members and others organising or helping to organise the event for any death, injury, loss or damage to themselves, family, crew, guests, or vessel. By inviting crew or guests to participate in an event organised by the IYC the sponsoring member warrants that their attention has been drawn to these limitations. Participation in any IYC activity is always on the basis of the IYC constitution and rules.

28. 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 Act1984.

Section 4 – General Committee

- *29. The General Committee (herein referred to as 'the Committee') shall consist of the Officers, ex officio, and not less than eight or more than fourteen Full or Family members of the club elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.
30. At the Annual General Meeting each year the Full and Family members of the committee shall retire. Members retiring under the rule shall be eligible for re-election to the Committee at the Annual General Meeting.
31. Candidates for election to the Committee (not being Officers of the Club) shall be those members of the retiring Committee eligible to offer themselves for re-election and such other full or Family members whose nominations (duly proposed and seconded in writing by Full or Family members of the Club) with their consent shall have been received by the Honorary Secretary at least fourteen days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the club premises at least seven days prior to the date of the Annual General Meeting.
32. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
33. If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
34. 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.
35. If, for any reason, a casual vacancy shall occur, the Committee may co-opt a Full or Family member to fill such a vacancy until the next following Annual General Meeting.
36. A retiring Commodore shall serve as an ex officio member of the Committee in the year immediately following his retirement.
37. The Committee shall meet at least every two months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his absence a Chairman elected by those present shall preside.

- 38 Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the Committee case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
39. Seven members personally present shall form a quorum at a meeting of the Committee.

Powers of the committee

- *40. 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 objects of the club or for a benevolent or charitable purpose nominated by General Meeting.
- 40A The Committee may borrow for the purposes of The Club, the amount of the money (either at one time or from time to time) and at the rate of interest, in the form and manner specified in the resolution.
Every member of the club, whether he/she votes on the resolution, authorising borrowing, or not, and everyone becoming a member of the club after the passing of the resolution, is deemed to have assented to the resolution as if he/she has voted in favour of it.
Until any resolution is passed that supersedes this power, the committee may borrow up to the sum of four thousand pounds
41. The Committee shall make such Byelaws and Regulations as it 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. Such Byelaws and Regulations shall remain in force until approved or set aside by a vote of a General Meeting of the club.
42. 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. Officers of the club shall be ex officio members of all such sub-committees.
43. 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 he is so acting.

44. 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 contract only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, pledge the credit of the membership.

45. In pursuance of the authority vested in the Committee by members of the club, members of the Committee are entitled to be indemnified by the members of the club against any liabilities properly incurred by them or any one of 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 and entered into on behalf 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 committee has been authorised to exceed such limit by a General Meeting of the club.

*46. The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary members shall not, however, at any time, exceed five percent of the total number of members nor shall the number of Honorary Members exceed at any one time six in number.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

Purchase and supply of excisable goods

*47. The purchase for the club of excisable goods 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.

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 Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the club premises nor may a Junior Member under the age of sixteen purchase or attempt to purchase tobacco or cigarettes within the club premises.

- *48 Subject to the requirements of the licensing authorities, the Committee shall cause the club bar to be opened at convenient times (and such times shall be prominently exhibited in the club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the club in pursuance of these rules (except Junior 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.
- *49. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the club. Any profit deriving from the sale 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.
- *50. Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Secretary or Club Accountants may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

Section 5 – Trustees

51. There shall be at least four Trustees of the club who shall be appointed from time to time as necessary by the Committee of the club from among Full, Family or Honorary Members who are willing to be so appointed. A Trustee shall hold office during his lifetime or until he shall resign, by notice in writing given to the Committee, or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.
52. All the property of the club, including land and investments, shall be held by the Trustees 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. On the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in 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 Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the club within the meaning of Section 36 of the Trustee Act 1925 and he shall by Deed duly appoint the person or persons so nominated by the committee.

53. 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 mortgage shall be concerned to enquire whether any such direction has been given.
- 54.
- (a) The Trustees shall be effectually indemnified by the Committee out of the assets of the club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by 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.
54. (To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club).
- (b) The liability of the 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.

Section 6 - Meetings of the club

55. An Annual General Meeting of the club shall be held each year on or before the 31st March on a date to be fixed by the Committee. The Honorary Secretary shall at least fourteen days before the date of such meeting or of any General Meeting as hereinafter mentioned post or deliver to each member notice hereof and of the business to be brought forward thereat.
56. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees, 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 Honorary Secretary at least twenty one days before the date of the Annual General Meeting.
- *57. The Committee may at any time, upon giving twenty one days notice in writing, call a 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.

- *58. The Committee shall similarly call a General Meeting upon a written request addressed to the Honorary Secretary by at least 10 members. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

[Note to Clause 58. For the purposes of the Licensing Act 1964 this Clause must be limited to a maximum of thirty OR one fifth of the total membership, whichever is least].

59. At every meeting of the club the President or the Commodore or, in their absence, a Chairman elected by those present shall preside.
60. Fifteen members entitled to vote and personally present shall form a quorum at any meeting of the club.
61. Only Full & Family members shall vote at any meeting of the club. Other members may attend but are not entitled to vote.
62. Voting, except upon the election of members of the Committee, shall be by show of hands.
63. In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of members of the Committee.
64. On any resolution properly put to a meeting of the club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

Section 7 - Dissolution of the Club

65. 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 but shall be given or transferred to one or more of the following approved sporting or charitable bodies;
1. A registered charitable organisation(s)
 2. Another club which is a registered CASC
 3. The R.Y.A. for use by them for related community sports
- such institution or institutions to be determined by the members of the club by Resolution passed at a General Meeting at or before the time of the dissolution

Section 8 - Byelaws

66. The present rights and privileges of each category of membership shall be as follows:-

A FULL MEMBER shall have the full use of all the club facilities.

A FAMILY MEMBER, his/her spouse and all the children under the age of eighteen shall have the full use of all the club facilities subject only to Rule 7.

A JUNIOR MEMBER shall have the full use of all the club facilities subject only to Rule 7.

AN HONORARY MEMBER shall have the full use of all the club facilities.

A TEMPORARY MEMBER (which expression may include members of another RYA recognised club or organisation) shall have the full use of the club facilities but:-

(a) Shall have no right to enter club races or regattas unless specifically authorised by the Honorary secretary or Committee.

(b) Shall have no right to introduce visitors to the club or the facilities thereof.

(c) Shall have no right to take any part in the management of the club.

(d) Is deemed to have notice of and undertakes to comply with the club rules, current Byelaws and Regulations as if he or she were a member of the club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.

(e) Shall be liable to be expelled from the club premises or to be prohibited from using the club facilities if, in the opinion of an officer, he or she shall not have reasonably complied with the above conditions.

67. Dogs may be brought into the club premises, providing they are under the full control of their owners at all times.

68. Children under fourteen years of age may only be admitted to the club premises when accompanied by an adult who will be responsible for their welfare

69. The club premises shall be open to members at such times as the Committee shall direct. The present hours of opening are as follows.

70. The permitted hours for the sale of intoxicating liquor are as follows:-

Such hours as may be decided by the Committee subject to any restrictions imposed from time to time by the Licensing Justices.

71. In addition to the powers given to the Committee under Rule 17, and Rule 41 hereof if, at any time, any fees payable to the club by any member or former member shall be three months or more in arrears and a dinghy the property of a member or former member remains upon the club premises, the Committee may:-

(a) Move the dinghy to any part of the club premises without being liable for any loss or damage to the dinghy howsoever caused.

(b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the dinghy and deduct any monies due to the club. (Whether by way of arrears of subscription or annual payments, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

(c) Alternatively, if the dinghy is not saleable, after giving notice in writing as aforesaid, dispose of it in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.

(d) Further the club shall at all times have a lien over members' or former members' dinghies parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of subscriptions or otherwise.

PROVIDED ALWAYS THAT:-

Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when and if the vessel is sold the proceeds of sale (unless any indebtedness by the member or former member to the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

