

The constitution is divided into the following sections:

1. Name and Purposes
2. Officers
3. Membership
4. Management Committee
5. Trustees
6. Meetings of the Club
7. Dissolution of the Club
8. Miscellaneous

### **SECTION 1 - NAME AND PURPOSES**

1. The name of the Club shall be 'The Cody Sailing Club' (hereinafter referred to in these rules as the Club).
2. The purposes for which the Club is formed are to promote and facilitate the art and sport of yachting and dinghy sailing and to provide social and other facilities for members as may be from time to time determined.
3. The Club recognises the importance of the health, safety and wellbeing of its Members when undertaking activities organised on behalf of the Club by its Members. The Club Safety Management Policy is intended to provide a structured approach to managing the risks inherent in the activities in which Club Members participate

### **SECTION 2 - OFFICERS**

## **Flag Officers**

The Flag Officers of the Club shall be Full or Family members of the Club and shall consist of a Commodore, Vice-Commodore and Rear-Commodore. All Flag Officers of the Club shall be eligible for re-election for terms no longer than three consecutive years in any one role.

No Flag Officer can serve for more than three consecutive appointment periods in the same rank, and cannot be re-elected to a lower rank without a break of at least one appointment period.

The Flag officers will work together to cover all the required functions.

## **Committee Officers**

Committee Officers for the club shall be Full or Family members of the Club.

Committee Officers in perpetual positions may continue in that position until they wish to retire or are invited to step down during a contested AGM vote.

## **Perpetual Roles**

Perpetual roles include Treasurer, Club Secretary, Membership Secretary, Newsletter Secretary, Event Organisers, Social Secretary, Webmaster, Bosun, Welfare Officers. Additional perpetual roles can be added to this list by a committee vote.

All Flag and Committee 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.

## **Treasurer and Membership Secretary Role Specific Handovers**

The club accounts run from 1st January to 31st December because the membership year is January 1st to December 31st.

When changing from one volunteer to another volunteer, the Treasurer and the Membership Secretary roles require an effective handover. A new treasurer voted in during the Spring of a year would take over the accounts on the 1st January of the following year, and would engage in the training and handover during the year. The previous Treasurer will present their final financial year at the next AGM.

### **Duties of the Officers**

Duties of the Commodore	4. The Commodore shall:- (a) Chair the meetings of the Club. (b) Ensure the well being of the Club.
Duties of Vice-Commodore	5. The Vice-Commodore shall:- (a) Manage the yachting activities within the club and oversee the training programme.
Duties of Rear-Commodore	6. The Rear-Commodore shall:- (a) Organise and manage the dinghy sailing activities within the club.

Duties of the Secretary	7. The Secretary shall:- (a) Conduct the correspondence of the Club; (b) Keep custody of all Club documents; (c) Keep full minutes of all meetings of the Club and the Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club or the Committee at the next following meeting of the Club or the Committee; (d) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members; (e) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law. (f) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.
Duties of Treasurer	8. The Treasurer shall:- (a) Keep a register of Club members' names and addresses; (b) 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. (c) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time. (d) Prepare an Annual Balance Sheet as at 31 Dec in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter circulate to members at least fourteen days before the date of the Annual General Meeting.

Others - Reviewers	9. The Reviewers shall:- (a) Be appointed at the Annual General Meeting in each year and shall be two appropriately experienced/qualified members of the Club other than the Treasurer or Committee members; (b) The Reviewers shall review the accounts and Annual Balance Sheet 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; (c) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.
Welfare Officers	(d) A Welfare Officer is responsible for acting as a voice for safeguarding within their club, working with the committee to ensure best practice is followed and to coordinate actions within the club, should a safeguarding concern or referral arise.
Duties of the Welfare Officer(s)	9. The Welfare Officers shall:- • A Welfare Officer is responsible for acting as a voice for safeguarding within their club, working with the committee to ensure best practice is followed and to coordinate actions within the club, should a safeguarding concern or referral arise.

### **SECTION 3 - MEMBERSHIP**

(d) Categories and votes of Membership **10.** There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder. Status of a member will be assessed on 1st of January of the forthcoming New Year.

- (a) **A FULL MEMBER** – being a person who, on January 1st, shall have attained the age of eighteen years shall have one vote.
- (b) **A FAMILY MEMBER** - which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age on January 1st. The family unit shall have one vote, exercisable by either adult.
- (c) **A JUNIOR MEMBER** is a child of a FAMILY MEMBER under the age of 18 on January 1<sup>st</sup>.
- (d) **An ADULT DEPENDENT MEMBER** is a child of a FAMILY MEMBER over the age of 18 but still living in the parental home and / or in full-time education on January 1<sup>st</sup>.
- (e) **AN HONORARY MEMBER** - who shall have no vote.
- (f) **A TEMPORARY MEMBER** - who shall have no vote.

(i) Rights and privileges of members

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

(j) **A FULL MEMBER** shall have the right to participate in all Club activities.

(k) **A FAMILY MEMBER** shall have the right to participate in all Club activities.

(l) **AN HONORARY MEMBER** shall have the right to participate in all Club activities.

(m) **A TEMPORARY MEMBER** (which expression may include members of another RYA recognised Club or organisation) shall have the right to participate in all Club activities but:-

(a) Shall have no right to enter Club races or regattas unless specifically authorised by the Race Officer, Secretary or Committee.

(b) Shall have no right to introduce visitors to the Club.

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

(d) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any Byelaws or 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 prohibited from using the Club facilities if, in the opinion of the Secretary, he or she shall not have reasonably complied with the above conditions.

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club.

(f) Membership Criteria and Subscription Fee

12. The rate of 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 of January in the year following. The current rate of Entrance and Subscription fee shall be prominently displayed in the members' area of the Club website.

(a) Membership of the Club shall be open to anyone interested in the sport of sailing on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.

(b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating in Club activities.

(c) The Club Committee may refuse membership or, subject to Rule 24, remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of membership may be made to the Secretary for reconsideration by the Committee or, if necessary, at a General Meeting.

13. Members may also make the following annual payments:-

(a) An annual dinghy section fee of such a sum as the Committee shall from time to time prescribe which shall entitle an individual member to use the Club's dinghies. Non-dinghy section members may use the Club dinghies for a sum as the Committee shall from time to time prescribe. This shall not be payable if they are supplementing crews to achieve the Club's minimum qualification or crewing requirements.

(b) Members' duty to provide an up to date address 14. Every member shall furnish the Treasurer with an up-to-date email and postal 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**

(d) Application for membership 15. An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name and address of the candidate.

(e) Candidates for election 16. (a) Candidates for full and family membership shall be proposed and seconded by a Full or Family member of the Club, both of whom must be personally acquainted with the candidate.  
 (b) Candidates for full and family membership without sufficient personal acquaintances within the Club may be proposed and seconded by two Committee members after an introductory meeting.

(f) Election of Members 17. Upon receipt of an application for membership, the Secretary shall enter such application in a Register of Candidates. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute. The Secretary shall inform each candidate in writing of the candidate's election or non-election. He shall furnish an elected applicant with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary.

18. Appeal against refusal of membership may be made to the Secretary for reconsideration by the Committee or, if necessary, at a General Meeting.

(g) Payment of Fees upon Election 19. Upon election, an applicant shall pay, within one calendar month, such fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown. Fees for new members joining after 30<sup>th</sup> September shall cover membership for the following year.

(h) Retirement of a member 20. A member desirous of retiring from membership shall give notice in writing to the Secretary before the last day of November and shall not then be liable to pay the subscription for the following year.  
A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

(i) Arrears of Subscription 21. 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 provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.

### **Conduct of Members**

(k) Undertaking by members to comply with rules 22. Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club. Since the club has agreements with other sailing clubs, every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Rules and any Byelaws and Regulations of that Club.

(l)	Disciplinary action against members	23.	Any breach of Rule 22 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 disciplinary action by the Committee, which may include suspension for a specified period of time or expulsion.
		(a)	Before taking such disciplinary action against 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.
		(b)	A Resolution to apply any sanction shall be carried by a simple majority vote by a quorum of the Committee.
		(c)	The Committee (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a member from particular training sessions, racing and/or wider Club activities, when in their opinion such action is in the interests of the Club.
		(d)	Appeal against expulsion or non-renewal of membership may be made to the members in General Meeting.
		(e)	Upon suspension/expulsion the member/former member shall not be entitled to have any part of the annual membership fee refunded and must return any Club equipment, trophy or trophies held forthwith.
(f)	Damage to Club property	24.	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 Secretary upon the instructions of the Committee.
(g)	Suggestions	25.	All suggestions shall be submitted to the Secretary for consideration by the Committee.
(h)	Complaints	26.	Complaints of any nature relating to the management of the Club shall be addressed in writing to the Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a member.

## **Limitation of Club Liability**

(i) Limitation of Club liability

27. All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.

Members are bound by the following Rules which shall also be exhibited in the Members Area of the Club website.

Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in sailing, each member agrees and acknowledges that:

- (i) they are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part;
- (ii) they are responsible for the safety of themselves, their crew, their boat and their other property whether afloat or ashore;
- (iii) they accept responsibility for any injury, damage or loss to the extent caused by their own actions or omissions;
- (iv) their boat is in good order, equipped to sail and they are fit to participate;
- (v) the provision of a race management team, training organisers, event organisers, patrol boats and other officials and volunteers by the organiser does not relieve them of their own responsibilities;
- (vi) the provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances;
- (vii) it is their responsibility to familiarise themselves with any risks specific to any venue that we are operating at, and to attend any safety briefing held at the venue.

Each Member accepts full responsibility for any of their guests, children or other persons permitted by them to sail or be on Club premises; and agrees to indemnify the Club against any claim by any of their guests.

The Club provides some safety facilities during the hours of Club organised sailing. On all other occasions each Member accepts that such facilities are not provided.

Members of the Club may use the Club dinghies, trailers, trolleys, engines, 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.
- (b) The Club will not accept any liability for personal injury arising out of participation in any club events, the use of the Club dinghies, trailers, trolleys, engines, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.

28. Personal information provided by members of the Club to join and operate the Club is used and stored in accordance with the Club Data Protection Policy.

#### **SECTION 4 - MANAGEMENT COMMITTEE**

- (c) Constitution of Committee 29. The Management Committee (herein referred to as 'the Committee') shall consist of the Officers ex officio, and not less than two nor more than four Full or Family Members (who have attained the age of eighteen years) elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

(d) Candidates for election to Committee 30. 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 Secretary at least twenty eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Seconder shall be posted to the Club members by email at least fourteen days prior to the date of the Annual General Meeting.

(e) Election of Committee by ballot 31. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot at the Annual General Meeting.

(f) No contest for election 32. 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.

33. 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.

(g) Casual vacancy 34. 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.

(h) Committee Meetings 35. 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.

(i)	Voting at Committee	36.	Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
(j)	Quorum	37.	Five members personally present (including on a virtual meeting) shall form a quorum at a meeting of the Committee.

### **Powers of the Committee**

(k)	Management of Club by Committee	38.	The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting.
		(a)	In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules and that all surplus income are re-invested in the Club.
(b)	Appointment of sub-committees	39.	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.
(c)	Disclosure of interest to third parties	40.	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.

(d)	Limitation of Committee's authority	41.	<p>The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, borrow money or incur debts on behalf of the Club or its membership.</p>
(e)	Members' indemnification of Committee	42.	<p>In pursuance of the authority vested in the Committee by members of the Club, members of the Committee shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.</p> <p>Should the assets of the club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual members of the club. 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.</p>
(f)	Contractual Liability	43.	<p>The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.</p> <p>“The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.”</p>

(g) Nomina- 44. The Committee may nominate for election at  
tion of an Annual General Meeting such Honorary  
Hon- Members as the Committee may think fit.  
ary The total of such Honorary Members shall  
Mem- not, however, at any time, exceed ten per  
bers cent of the total number of members.  
by  
Commit-  
tee  
  
The election of new Honorary Members shall  
be put to the vote at the Annual General  
Meeting each year and such Honorary Mem-  
bers shall be duly elected if two thirds of  
those present, and entitled to vote, vote in  
favour of election.

## **SECTION 5 - TRUSTEES**

(h) Number 45. There shall be at least three Trustees of the  
of & Club who shall be appointed from time to  
terms of time as necessary by the Committee of the  
refer- Club from among Full, Family or Honorary  
ence Members who are willing to be so appointed.  
  
A Trustee shall hold office for a maximum  
term of ten years, 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 Commit-  
tee by a majority comprising two-thirds of  
the members present and entitled to vote.

(i) Property 46. All the property of the Club shall be held by  
of Club the Trustees for the time being, in their own  
vested in names so far as it is necessary and practic-  
Trustees able, on trust for the use and benefit of the  
Club. In the event of the death, resignation,  
or removal from office of a Trustee, the  
Committee shall nominate a new Trustee in  
his place, and shall as soon as possible there-  
after take all lawful and practicable steps to  
procure the vesting of all Club property into  
the names of the Trustees as constituted  
after such nomination. For the purpose of  
giving effect to any such nomination, the  
Secretary for the time being is hereby nomin-  
ated 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 nomin-  
ated by the Committee.

(j) Powers of Trustees 47. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

(k) Indemnity of Trustees from Club 48. In pursuance of the authority vested in the Trustees by the members of the club, the Trustees shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

Should the assets of the club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual members of the club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

## **SECTION 6 - MEETINGS OF THE CLUB**

(l) Annual General Meeting 49. An Annual General Meeting of the Club shall be held each year in the month of March on a date to be fixed by the Committee. The Secretary shall at least fourteen days before the date of such meeting post or deliver to each member notice hereof and of the business to be brought forward thereat.

(m)	Business at Annual General Meeting	50.	No business, except the passing of the Accounts and the election of the Officers, Committee and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the Secretary at least thirty days before the date of the Annual General Meeting.
(n)	Special General Meeting	51.	The Committee may at any time, upon giving twenty one days notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
(o)	Special General Meeting upon request of members	52.	The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least five members. The Committee shall meet with fourteen days of the requisite number of requests in order to call a Special General Meeting. The Committee shall give twenty one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
(p)	Chairman at Meetings	53.	At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
(q)	Quorum at Meetings	54.	Eleven members entitled to vote and personally present (including on a virtual meeting) shall form a quorum at any General Meeting of the Club.
(r)	Entitlement at vote at Meetings	55.	Only Full members or Family units shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.
(s)	Voting at Meetings	56.	Voting shall be by show of hands.

(t) Equality of Votes 57. 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.

(u) Voting on Rule Change 58. 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**

(v) Dissolution of the Club 59. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:

- (a) to another Club with similar sports purposes which is a charity and/or
- (b) to another Club with similar sports purposes which is a registered Community Amateur Sports Club and/or
- (c) to the sport's national governing body for use by them for related community sports.

## **SECTION 8 - MISCELLANEOUS**

(d) Byelaws 60. The Club may adopt such Byelaws, Regulations and Policies as it considers appropriate for the good management of the Club and its facilities.

(e) Acknowledgement 61. The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.