

MANOR PARK SAILING CLUB CONSTITUTION

1 Name, Objective and Status

- a) The name of the club is “Manor Park Sailing Club” (Hereinafter referred to as ‘the club’).
- b) The purposes for which the club is formed are to promote and facilitate community participation in the sport of sailing for pleasure, training and racing, powerboat training and to provide social and other facilities for members as may be from time to time determined. Other activities include kayaking, canoeing and paddle boarding, plus radio sailing and electric scale model craft.
- c) The club is a non-incorporated Community Amateur Sports Club (CASC) without limited liability.
- d) The club is non-profit making and all surpluses will be used to improve club facilities and activities. No surplus can be distributed.
- e) The Trustees are legally responsible for holding all the assets of the club, empowering the Committee to run the club on a daily basis.

2 Officers

- a) The Officers of the club shall be members of the club and shall consist of a Commodore, Vice-Commodore, Rear Commodore, Secretary, Treasurer and Membership Secretary.
- b) Candidates for election as Officers of the club must be full voting members of the club. Nominations must be received by the Secretary up to two weeks before the advertised date of the Annual General Meeting.
- c) Officers shall be elected at the Annual General Meeting each year.
- d) All Officers of the club shall be eligible for re-election.
- e) If the number of candidates for election is greater than the number of vacancies to be filled there will be a ballot.
- f) 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.
- g) In the event of the ballot failing to determine who the Officers of the club shall be due to an equality of votes, the candidate or candidates to be elected will be determined by lot.

3 Duties of the Commodore

- a) To be the lead representative of the club on any matter in which the club might be involved.
- b) Lead the club Committee in the capacity of chair.
- c) Except for any election of club Officers, the Commodore will have the final/casting vote at any recognised meeting of voting members of the club when voting shall take place.
- d) Have delegated powers to act on behalf of the club when an urgent decision needs to be made, or an action needs to be taken.

4 Duties of the Vice Commodore

- a) As those of the Commodore in his/her absence.

- b) Assist the Commodore in any way required to ensure the efficient management of the club.
- c) If deemed appropriate to do so, report on sailing matters to the Committee.
- d) To shadow the Commodore with the expectation of assuming the role of Commodore when his/her term of office ends.

5 **Duties of the Rear Commodore**

- a) Assist the Commodore and Vice-Commodore to ensure the efficient management of the club.
- b) Take a lead role in organising social events, whether that be alone or within a sub-committee.

6 **Duties of the Secretary**

- a) Conduct the correspondence of the club.
- b) Keep custody of club records, including the Constitution.
- c) Distribute an agenda prior to meetings.
- d) Take minutes of all meetings of the club and Committee which shall be duly signed by the chair. Copies of such minutes shall be sent to all Trustees of the club.
- e) Administer such insurance policy or policies as may be needed to protect the interests of the club, its Officers and its members: RYA recommended club Insurance, Public Liability; Employer's Liability and Officers' Indemnity Cover.
- f) Maintain contact with the club's landlord, Trustees and legal advisor and any other bodies considered necessary, to ensure that the club's affairs are managed in accordance with current law.

7 **Duties of the Treasurer**

- a) To keep and maintain a set of accounts which give an accurate assessment of the finances of the club as of 31st December each year.
- b) Make available all returns as may be required by law in relation to club accounts at the due time.
- c) To arrange each year, with Committee approval, the appointment of a competent person to examine the annual balance sheets and verify that they are a true and accurate account of the club's finances. The Treasurer shall arrange for such balance sheets to be displayed in the clubhouse at least fourteen days before the Annual General Meeting.

8 **Duties of the Membership Secretary**

- a) Keep a register of club members' names, addresses, boat details and any other information that the Committee considers pertinent to club operation.
- b) Conduct all matters relating to membership applications and renewals.
- c) All records to be kept in accordance with current legislation.

9 **Membership**

Those members entitled to vote are as follows:

- a) All fee-paying members, except Social Members, are entitled to one vote. A single representative, parent or guardian, from each Family Membership shall have one vote.

- b) A single representative from each Group/Affiliated Membership shall have one vote. (NB group membership: may be granted, at the discretion of the Committee, to schools, colleges, guides, Scouting groups, Sea Cadets, search and rescue, Duke of Edinburgh expeditions, venture groups etc.).
- c) Proxy & postal votes are not allowed.

10 **Conditions of Membership**

- a) As a CASC Club we are all volunteers & would hope that all members will volunteer by helping the Club with various duties/tasks that occur throughout the year.
- b) Membership of the club is determined by the payment of an annual membership fee relevant to a category of membership. This fee and (if required) a boat park (storage) fee should be paid on the first day of January and no later than the 31st March in each year. The Membership Secretary shall reserve the right to impose a late fee, determined by the Committee, upon those failing to pay subscription fees within this period.
- c) Any member choosing to leave the club, before the end of the season, will not be entitled to a refund.
- d) The Committee will inform members of the latest rate of membership fees for each category of membership at the Annual General Meeting. The Committee will also announce the latest boat park fees at this meeting.
- e) Any proposed changes to membership fees, boat park fees and any other fees that might be determined by the Committee, that are above an increase of five percent, will need to be approved by a majority of those present at an Annual or Extraordinary General Meeting, which is quorate, and who are entitled to vote and shall become operative on the first day of January in the following year.
- f) The current rate of membership fees, for each category of membership, shall be prominently displayed in the Clubhouse.
- g) Boat owners shall pay an annual boat park fee, determined by the Committee, for each boat which the owner wishes to keep at the club. The position of his/her boat(s) on club premises will be determined by the Membership Secretary or a member of the Committee who has been appointed to carry out this duty. Boat owners must remove their boat by the end of February if they do not intend to renew their membership; any boat not removed will incur the full boat park fee and appropriate membership fee for that year.
- h) Membership of the club shall be offered to anyone interested in the sport of sailing regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, the Committee reserves the right to refuse membership of the club for reasons other than those which might be regarded as discriminatory.
- i) Every member shall provide the Membership Secretary with an up-to-date address, telephone number, email address and other information as required in the Application /Renewal Form. This will be recorded in the Register of Members and any correspondence sent to the postal address shall be deemed to have been duly delivered.
It is recognised that the Register of Members is a confidential document which will be maintained by the Membership Secretary and used by Officers of the club in accordance with the Data Protection Act 1998.
- j) A member wishing to cease membership of the club shall give notice in writing to the membership secretary before the last day of February in the year membership is due; the club is under no obligation to refund fees for any member resigning their membership.
- k) The Committee may cancel, without notice 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 payments are in arrears shall be entitled to use the facilities of the club or enter any event or vote at any meeting.

- l) Any websites or social media accounts set up to represent Manor Park Sailing Club and its associated activities must be authorised by the Committee. Only those social media sites approved by the Club may be used by members for the purpose of enhancing communications within and external to the Club. They must not be used to make personal comments about members, or to express critical views about the club, its management or Officers in general. Any member who posts such comments shall be given a written warning from the Committee. If of a serious nature, or the member repeats the action they will, at the discretion of the Committee, be subject to disciplinary action which may include expulsion from the club.
- m) A member shall not cause any communication in whatever form to be exhibited on club notice boards or premises without permission of the Secretary.

11 **Conduct of and Obligations of Members**

Expectation of good behaviour:

- a) Every member is deemed to have notice of and undertakes to comply with the Constitution and current byelaws.
- b) Any member with a grievance or complaint must, in the first instance, write to the Secretary so that this matter can be considered at the next Committee meeting. Under no circumstances shall a servant of the club be personally reprimanded by a member.
- c) Members will always be aware; that they have personal responsibility for the health and safety of other members. Failure to do so could lead to censure or termination of membership.
- d) Members shall not knowingly remove, 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.
- e) Members will always be aware, that they have personal responsibility for club premises and property and agree to treat such premises and property with care and respect. Failure to do so could lead to censure or termination of membership.
- f) Any conduct which, in the opinion of the Committee, is unworthy of a member, is abusive or threatening or contrary to the interests of the club shall render that member liable to censure or termination of their membership by the Committee.
- g) Before terminating a membership, the Committee will call upon the member for a written explanation or if necessary, a verbal explanation of their conduct.

Guests:

- a) The term 'guest' is applicable to individuals considering membership or wish to make use of the club facilities, including water activities, whilst accompanied by a club member.
- b) Members shall enter the names of all guests in the Visitor's Book and ensure that they are made aware of the club rules and bylaws. No more than three guests may be introduced by any one member in any one day and the same guest may not be introduced more than four times in any one calendar year.
- c) Guests wishing to be on the club site more than four times in one calendar year must become a fully paid up member or register as a Social Member.

- d) Temporary (guest) membership will be afforded to competitors in open meetings for the duration of that meeting or in other circumstances which might arise, and which are agreed to by the committee.
- e) At recognised times, throughout the year, that have been agreed to by the Committee, visitors will have full access to club facilities. Open days and social events, for example, are typical of such occasions. Individuals who are taking part in recognised events will be recognised as guests.

Boat Rental:

- a) Boat rental is solely for club members. Members wishing to rent club boats must first have training and/or be considered competent by the club's lead sailing instructor(s). Boat rental must be accounted for in the rentals book to be found in the club house and the fee passed to a member of the Committee.
- b) Guests, other than those taking part in recognised training or Club events cannot hire or helm club boats.

Premises: Club Grounds, Club House and Boat Park

- a) It is the responsibility of members who have a boat space to keep it weed free and tidy. If the Committee has no choice other than to employ a third party to keep the boat park tidy those members who have failed to obey this rule will be charged a proportionate share of the cost. It is the responsibility of each member to ensure that the Clubhouse is kept clean and tidy and in a state that is fit for purpose.
- b) A member shall settle any debts for galley purchases before leaving the club premises.

12 Limitation of Club Liability

- a) 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.
- b) 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.
- c) The club will not accept any liability for personal injury arising out of the use of the club premises or any other facilities of the club, either sustained by members, their guests or visitors or caused by the said members. This includes 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.
- d) Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions
- e) 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 Act 1998.
- f) The club is bound by a lease with the landlord and all members are governed by the terms of this lease.

13 The Operation of the Committee

- a) The Committee shall consist of the elected six Officers and other members, co-opted by the Committee, who have agreed to carry out specific functions which assist with the efficient running of the club.
- b) If, for any reason, a vacancy shall occur, the Committee may co-opt a member to fill such a vacancy until the next Annual General Meeting.

- c) The Committee shall meet at least every two months and will make its own arrangements as to the conduct, place of assembly and business to be considered.
- d) The Commodore, or in his/her absence a chair elected by those present, shall preside.
- e) Officers of the club and co-opted members of the Committee shall be allowed to vote on matters discussed by the Committee. Voting, except in the case of a resolution relating to the conduct of an individual member, shall be by a show of hands. In the case of equality of votes the Commodore shall have a second and casting vote.
- f) Volunteers who are not club members may sit on the Committee but will not be entitled to vote.
- g) A minimum of one Officer of the club and five co-opted members who are entitled to vote shall form a quorum at a meeting of the Committee.

14 **The Roles and Responsibilities of the Committee**

- a) Committee members shall declare, at the first opportunity, any pecuniary interest which might otherwise become apparent when conducting the affairs of the club.
- b) The Committee shall manage the affairs of the club and shall cause the funds of the club to be applied to the objectives of the club or for any charitable purpose nominated by a General Meeting.
- c) The Commodore and Treasurer shall be signatories of all club financial transactions with both signing.
- d) 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 implementation. Such byelaws and regulations shall remain in force until approved or set aside by a vote at a General Meeting of the club.
- e) The Committee undertakes, always, to give support to interested and qualified club members to provide training to both juniors and adults with the objective of achieving high levels of sailing ability. This will be carried out according to guidelines and regulations offered by the RYA.
- f) The Committee has formally adopted the RYA child protection policy and has a designated Safeguarding Officer for child protection and vulnerable adults.
- g) The Committee may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit.
- h) Sub-committees shall consist of such members of the Committee or of the club as the Committee may think fit. Officers of the club shall be ex-officio members of all such sub-committees.
- i) The Committee, or any person or sub-committee delegated by the Committee to act on behalf of the club or its members, shall not enter into contracts without the express prior permission of the Officers of the club or, in exceptional circumstances, the Commodore using delegated power to act.
- j) 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 a contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered on behalf 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.
- k) 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.
- l) The Committee shall, out of the assets of the club, indemnify the Committee from and against any liability, costs, payments and expenses whatsoever, which may be

properly incurred or made by the Committee in the exercise of their duties, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the carrying out of the duties of a Committee member of the club.

15 **Trustees**

- a) There shall be a minimum of three Trustees and a maximum of eight, who shall be members of the club and be elected at General Meetings by a majority of three quarters of members present and entitled to vote.
- b) The role of the Trustees is to provide over-sight of the Committee activities, including giving advice as appropriate.
- c) A Trustee shall hold office until they resign in writing to the Secretary giving one month's notice, stating any reasons, or until he/she is asked to resign by members voting in General Meeting.
- d) All property of the club, including land and investments, shall be held by the Trustees in their own names so far as is reasonable and practicable for the use and benefit of members of Manor Park Sailing Club. Maintenance of the property in a safe condition shall be the responsibility of the club.
- e) Trustees upon resigning from the club will automatically end their trusteeship. On the resignation, death or removal from office of a Trustee, the Committee shall nominate a replacement for election at the next General or Extra-ordinary General Meeting according to this Constitution. The Trustees shall in all respects act, regarding any property of the club held by them, in accordance with the directions of the Committee, and shall have the power to sell, lease, mortgage or pledge any club property so held for raising or borrowing money for the benefit of the club, but no purchaser, lessee or mortgagee shall be informed from where such direction has been given.
- f) The Committee shall, out of the assets of the club, indemnify the trustees from and against any liability, costs, payments and expenses whatsoever, which may be properly incurred or made by the Trustees in the exercise of their duties, or in 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 carrying out of the duties of a Trustee of the club.

16 **Meetings of the Club**

- a) An Annual General Meeting of the club shall be held each year in the month of September on a date to be fixed by the Committee. The Secretary shall, at least fourteen days before such meeting, or any other General Meeting as hereinafter mentioned, display in the club premises the business to be discussed at the meeting.
- b) No business, except the passing of accounts and the election of Officers, Committee, Trustees and any other business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meetings unless notice thereof be given by a member entitled to vote, to the Secretary, at least fourteen days before the date of the Annual General Meeting.
- c) The Committee may at any time, upon giving fourteen days' notice, call an Extraordinary General Meeting of the club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussions at such meeting shall be confined to the business stated in the notice sent to members.
- d) The Committee shall similarly call a General Meeting upon a written request, stating the business of such meeting, addressed to the Secretary, from at least three Trustees or at least fifteen members entitled to vote. The discussion at such a meeting shall be confined to the business stated in the notice of such meeting.

- e) At every General Meeting of the club the Commodore or, in his absence, a chair elected by those present and entitled to vote, shall preside.
- f) Fifteen members entitled to vote and personally present shall form a quorum at annual and Extra-ordinary General Meetings.
- g) Members of the club who are not entitled to vote may attend and speak at such meetings.
- h) Voting, except when deemed otherwise, shall be by a show of hands.
- i) In the question of equality of votes the chairman/Commodore shall have a casting vote on any matter other than the election of club Officers.
- j) Any resolution properly put to a meeting of the club relating to the creation, repeal or amendment to any rule, byelaw or regulation of the club shall not be created, repealed or amended except by a majority vote, at a quorate General Meeting, of at least two thirds of those present and entitled to vote.

17 **Dissolution of the Club**

- a) If at an Annual General Meeting or an Extraordinary General Meeting, which is quorate, a resolution is passed for the dissolution of the club, of which proper notice has been given; by a majority of three-quarters of members present who are entitled to vote and after the discharge of all liabilities, the Committee shall thereupon, or at a future date as may be specified, determine how the property of the club might be disposed. Only after this has been done shall the club be wound up.
- b) Nothing contained in this rule shall affect a claim or charge which a member or former member may have on the assets of the club in respect of any loan made by him/her to the club.
- c) The Committee will then be responsible for the orderly winding up of the club's affairs.
- d) After settling all liabilities of the club, the Committee shall dispose of the net assets remaining to one or more of the following: i) to another club with similar sports objectives and/or ii) to the club's national governing body (the RYA) for use by them for related community sports.

Constitution Appendix A: Manor Park Sailing Club Byelaws

1. It is recognised that these byelaws may be amended or added to at any time, at the discretion of the Committee and subject to the wishes of a two thirds majority vote at a quorate general meeting.

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

- 1.1 All paid up members shall have full use of all club facilities.
- 1.2 Family Membership shall include 2 adults and any children under the age of 24 years (on 1st January), all living at the same address.
- 1.3 A Single Adult Member shall be over 24 years, but under the current retirement age on 1st January.
- 1.4 A Young Person Member shall be aged between 7 & 24 years or be a full-time student on the 1st January. Members under 18 must submit written consent from a parent or guardian. They shall have full use of the club facilities subject to adequate supervision by parent or guardian.
- 1.5 A Senior Citizen Member shall have attained the state retirement age on 1st January.
- 1.6 A Social Member shall not have access to any water-based activities and is subject to the restrictions agreed by the Committee and posted on the club notice board.
- 1.7 Trainee Membership for Families, Individuals & Young Persons shall be for the first year of membership only & for those on a club RYA Sailing course.
- 1.8 Radio Sailors & Model Boat Members shall include individual members of any age participating in the sport. The Committee shall retain the right to decide on what restrictions shall apply to such membership, if any.
- 1.9 Paddle boarders, windsurfers, canoes & kayak users shall include individual members of any age participating in the sport. The Committee shall retain the right to decide on what restrictions shall apply to such participants, including an Induction Course (details on the website) where applicable.
- 1.10 Group & Affiliated Membership can be granted to Schools, Colleges, Scouting organisations etc. and shall be governed according to their own rules and yet in all matters shall observe the rules and other byelaws determined by the Committee as the same as for all individual members. The group spokesperson shall be accountable to the Committee for the entire group. The Committee shall decide on what restrictions shall apply to each Group Membership and shall post these restrictions in the club premises.
- 1.11 Honorary Membership: the Committee may nominate for election at an Annual General Meeting a person who has made an outstanding contribution to the club. The total number of such members shall not exceed 2 per cent of the total number of members.
- 1.12 An Honorary Member shall have one vote. The Honorary membership shall not include boat berth fees.

2 Training Policies and Procedures

All activities will be run in accordance with the club's and RYA Training and Operating Policies and procedures. Copies of these are available for inspection in the clubhouse. An Annual Consent Form is to be completed by a parent or guardian for any young person under 18 years of age, or by the participant if over 18, who take part in sailing instruction or water activities run by the club.

3 General

3.1 No members, guests or visitors are allowed on the water, beach, walls and jetties without wearing a buoyancy aid.

3.2 All dogs must be kept on a lead and under close control when on the club premises. Dogs are not allowed in the clubhouse; assistance dogs are an exception to this rule. Dog waste must be bagged and disposed of in the outside bin.

3.3 Cars may only be parked in areas designated for parking and should not cause an obstruction to other cars or to the approaches to the club premises. Car drivers must always obey club speed limits.

3.4 The club premises shall be open to its members at such times to be decided by the Committee.

3.5 No responsibility can be accepted by the club for personal equipment, clothing and effects.

3.6 In addition to the powers given to the Committee, if at any time, any fees payable to the club by any member shall be three months or more in arrears and a vessel which is the property of that member or former member remains upon the club premises, the Committee may move the vessel to any other part of the club premises without being liable for any loss or damage to the vessel howsoever caused.

3.7 In such circumstances the Committee shall give three months' notice in writing to the member or former member at his/her last known address as shown in the club register and thereafter sell the vessel and deduct any monies due to the club (whether by way of arrears of subscription or boat registration fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

3.8 Providing 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 the sale (less 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/she be the said member or former member or otherwise) for a period of six years. It should be noted that the means adopted by the Committee to deal with abandoned boats fully conforms to the regulations of the RYA.

3.9 Alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, the committee may dispose of the vessel in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be debt owing to the club by a member or former member.

3.10 It is recognised that powerboats will only be used, on the water, by trained and recognised members solely for safety cover during racing or training or activities deemed appropriate by the Committee.

3.11 It is strongly recommended that all members, taking part in any non-motorised on the water activities, should wear a suitable wet suit or dry suit from the 1st November until 31st March.

3.12 Boats kept on the club premises must be tied down to the satisfaction of the Committee and marked with a name plate, which will include – name, type of boat, number of boat and berth number.

3.13 All members must comply with the social media statement in Section 10(l) of the Constitution.

3.14 Members are reminded that the club is bound by the terms of a lease held from the site owners, and therefore all members shall be governed individually by the terms of this lease where applicable. Members must stay within the official MPSC boundaries shown on the map on the club notice boards. No access is allowed on Burton Mutual Angling Association leased ground.

3.15 All craft used on the water at Manor Park must be insured. Insurance shall cover Third-Party liability (minimum £2,000,000) whilst on the club premises and ideally theft cover for any items kept in the Boat Park

3.16 The property and funds of the club cannot be used for the direct or indirect private benefit of members other than as reasonably allowed by the rules or agreed to by the Committee.

3.17 Training & boat hire fees shall be set by the RYA Training Team at the start of each Training Season. Fees shall be published in the clubhouse.

3.18 The flying of any models/drones over the land leased by the club is NOT allowed unless approved by the Committee.

3.19 The maximum boat length shall be 16 feet.

3.20 The maximum number of boats berthed on the main car park shall be three.

3.21 Camping & overnight stops are not allowed unless permission is granted by the Committee in advance.

