

# MARGATE YACHT CLUB RULES

## **1 THE CLUB**

- 1.1 The Club shall be called The Margate Yacht Club.
- 1.2 The objects of the Club are to promote and facilitate the community participation in the amateur sports of yachting and dinghy sailing and activities associated therewith.
- 1.3 The Club shall be an Affiliated Club of the Royal Yachting Association.
- 1.4 The Club Burgee shall be a red and blue pennant divided vertically; the red to be next to the hoist and bearing a half lion in gold; the blue in the fly bearing a half Roman galley, also in gold.

## **2. THE RULES**

- 2.1 It shall be unlawful to make any alteration or addition to these Rules except by the consent of a General Meeting, the notices of which shall give particulars of the proposed alteration or addition.
- 2.2 The Committee may make alterations, additions, and revisions of the Rules and such alterations, additions or revisions shall not take effect until the next General Meeting, at which they shall be submitted for confirmation.
- 2.3 Any proposal from the Membership in respect of changes to the Rules of the Club shall be signed by any ten Members of the Club and submitted in writing to the Secretary. An Extra-Ordinary General Meeting will be convened by the Secretary within six weeks of the receipt of any such proposal and 14 days notice of the meeting shall be given to Members.
- 2.4 A two thirds majority of those present and who are eligible to vote is required to adopt any proposal or amendments to the Rules.
- 2.5 The General Committee shall have the power to make bylaws in accordance with these Rules and to settle any disputes arising from them.

## **3. LIABILITIES**

- 3.1 Margate Yacht Club will not be liable for any death or injury of members or guests whilst carrying out any duties for or on behalf of the Club.
- 3.2 Margate Yacht Club will not be responsible for any damage howsoever caused, or the loss or theft of any property, money or other articles belonging to Members or Guests.

## **4 THE GENERAL COMMITTEE & SUB-COMMITTEES**

- 4.1 The Management of the Club shall be entrusted to a General Committee which shall be constituted as follows: Commodore, Vice Commodore, up to Two Rear Commodores, Secretary, Treasurer, Sailing Secretary, Membership Secretary, Bosun and up to eight ordinary members.
  - 4.1.1 All of the above shall be elected annually at the Annual General Meeting of the Club or subsequent meeting as per rule 4.3. Each person elected to the General Committee will hold office for one year and is eligible for re-election.
  - 4.1.2 Candidates for election at the AGM shall be nominated and seconded in writing by members entitled to vote and the nomination, together with the nominee's written acceptance of the nomination, shall be forwarded to the Secretary 21 days in advance of the AGM.

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- 4.2 Two Sub-Committees, Sailing and Social shall be formed after each Annual General Meeting to institute and control the day to day running of their respective activities. These Sub-Committees shall be responsible to the General Committee.
- 4.3 Any Office(s) identified in 4.1 remaining vacant after an AGM may be filled by whatever procedures are deemed appropriate by the General Committee.
- 4.3.1 The General Committee shall have the right to co-opt replacements for positions which become vacant during the year. Ordinary members may also be co-opted to the General Committee or Sub Committees temporarily as and when appropriate.
- 4.4 General Committee Meetings shall be convened under the direction of the Senior Flag Officer or by requisition of any three Members of the Committee. Five shall form a quorum to include one Flag Officer and the Secretary or the Treasurer. Seven days notice of any such meeting shall be given to all Committee Members.

## **5 GENERAL MEETINGS**

- 5.1 The Annual General Meeting shall be held in November of each year. At least 28 days notice of the AGM shall be circulated to Members.
- 5.1.1 The Annual General Meeting or any other General Meeting shall be presided over by the Senior Flag Officer present. In the absence of a Flag Officer, the meeting shall elect a chairperson from the members present. A quorum for the purpose of a General Meeting is 25% of eligible voting members.
- 5.1.2 The business of the meeting shall be:
- To read and confirm the Minutes of the last Annual General Meeting.
  - To receive the reports of the Secretary, the Treasurer and the Sailing Secretary and to approve them.
  - To elect the General Committee of the Club.
  - To appoint the Auditor/s whose duty it shall be to certify the accounts of the Club for the current financial year.
  - Setting of subscription and other fees.
  - Any other business, notice of which has been given in writing to the Secretary at least fourteen days prior to the date of the Meeting.
- A copy of the annual accounts shall be prominently displayed in the Club premises for at least fourteen days prior to this meeting.
- 5.2 An Extraordinary General Meeting may be called by the Committee on the request of a Flag Officer or a request signed by not less than ten members, stating the object for which the meeting is requested. Such a meeting shall be called within twenty eight days of receipt of the request.
- 5.3 Members entitled to 1 vote at a general meeting are, Sailing, Non-sailing and Student. All other Membership types have no voting rights. In the case of equality of votes the Chairperson shall have a second or casting vote.

## **6 MEMBERSHIP**

- 6.1 Membership of the Club shall be open to anyone interested in the objects of the Club, as defined in 1.2, upon application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, membership applications may be limited on a non-discriminatory basis according to the facilities available.
- 6.1.1 A Candidate for Membership shall send to the Membership Secretary a completed application form as adopted by the General Committee.
- 6.1.2 The Membership Secretary can refer an application to the General Committee who can revoke membership. Any such referral would be considered by the General Committee on an individual, non-discriminatory basis and would not lead to automatic loss of membership.
- 6.2 Types of membership shall consist of;
- Sailing Membership - 18 years of age and over, participating in on the water activities and/or storing any item in the boat park.
  - Student-18 years of age and over, in full time education, participating in on the water activities and/or storing

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any item in the boat park.

- c. Cadet Membership - up to and including the age of 17 on January 1<sup>st</sup> participating in on the water activities.
- d. Non-Sailing Membership, 18 years of age and older; Cruiser sailor or former dinghy sailor who is no longer able to sail but still wants to participate in Club activities; OR non- sailing partner of sailing member.
- e. Affiliate membership- any individual or community group wishing to use the premises of Margate Yacht Club subject to approval by the General Committee and ratification at an AGM or EGM by the members. Each individual or group must enter into an Agreement with Margate Yacht Club setting out the specific terms and conditions of their membership.
- f. Honorary Membership- Elected as a mark of distinction for life.
- g. Temporary members in accordance with Rule 6.5

6.3 The annual subscriptions shall be determined by the Club at its AGM and maintained at levels which will not prove a disincentive to those wishing to join the Club.

6.3.1 Subscription for all Members shall be payable on 1st January each year and all Members paying before 31st January shall have their subscription discounted at a rate to be determined by the AGM. The expectation is that members pay in a single instalment before March 31<sup>st</sup>. For any members unable to afford a single payment, fees may be paid in monthly instalments at the discretion of the Treasurer, Membership Secretary and Commodore. In such circumstances no further discounts are available and full payment must be made by August 31<sup>st</sup>. The Full Committee may offer a discretionary fee to any member in extreme financial hardship.

6.3.2 Members must complete a form, as adopted by the General Committee, to confirm the conditions of their membership renewal every year.

6.3.3 A Member whose subscription is unpaid on 31st March shall cease to be a Member and must re-apply for membership unless the General Committee decide otherwise.

6.3.4 Entrance fees at such a rate as shall be determined by the General Committee from time to time shall apply to categories a, b and h.

6.3.5 A Member joining between 31<sup>st</sup> January and 31<sup>st</sup> August shall pay a subscription equal to 1/12<sup>th</sup> of the annual subscription for each month or part month remaining in the current year. A Member joining after 30<sup>th</sup> September shall pay the full subscription due for that year, but no fees will be due on January 1<sup>st</sup> of the following year.

6.4 Charges or fees in respect of additional facilities, (use of boat-park etc) shall be determined by the Club at its AGM.

6.4.1 Boat Park fees shall be payable on 1<sup>st</sup> April each year and all Members paying before 30<sup>th</sup> April shall have their fees discounted at a rate to be determined by the AGM.

6.5 In addition to Members with annual membership, the following may be admitted to the Club premises:

- a. Former members of the Club for a period of 1 day at a daily rate of approximately 15% of the annual membership fee.
- b. Temporary Members whose Membership shall be for a period of 1 calendar month at a monthly rate of approximately 30% of the annual membership fee.
- c. Competitors/ participants in events sponsored or organised by or on behalf of the Club, for a period of 48 hours before and after such events. During this period, these persons shall be classified as Temporary Members.
- d. Visiting members of other sailing clubs provided they are authorised to use the Club by a General Committee member and their names and addresses entered into the Visitors Book.
- e. Persons attending functions authorised by the Club, but organised by another club, organisation or individual who hire the premises from the Club. Such clubs, organisations or individuals organising such functions must enter their names and addresses into the Visitors Book.

There is no restriction on the number of times Daily and Monthly members can renew their temporary Membership. Daily and Monthly Members can upgrade to Annual membership if their total payments reach the annual membership costs in any one year.

6.6 Subject to any conditions which from time to time may be imposed by the Licensing Authorities, or such body as should succeed them, any such persons referred to in sub-paragraphs a, b, c, and d, of Rule 6.5 may purchase intoxicating liquor for consumption by themselves and their guests on the premises during the permitted hours and in accordance with Rules 7.1 and 7.2.

6.7 Guests may be introduced by Members and Temporary Members (as defined in sub-paragraphs a, and b, of Rule 6.5). The names and addresses of the guests must be entered into the Visitors Book. No guests or persons mentioned in sub-

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paragraph c of Rule 6.5 may be allowed into the Club for more than three 48 hour periods in one calendar year.

- 6.8 The Club, on the recommendation of the General Committee, may in a General Meeting, elect Honorary Members, but the total number of Honorary Members shall not at any one time exceed 5% of the total number of Members.
- 6.9 Every Member, on joining the Club implicitly undertakes to comply with these Rules and the Margate Yacht Club Child Protection Policy. Any refusal or neglect to do so, or any conduct which, in the opinion of the General Committee, is either unworthy of a Member or injurious to the interests of the Club, shall render that Member liable to expulsion or suspension by the General Committee. No liability shall be incurred on behalf of the Club unless accepted by the General Committee. Refused applicants, expelled or suspended members shall have the right to appeal to an Extra Ordinary General Meeting of the members.

## **7 The Bar**

- 7.1 The General Committee will determine normal opening hours, applicable to the Bar
- 7.2 No person under the age of 18 years shall be served with or permitted to consume intoxicating liquor on the Club premises.

## **8. TRUSTEES, FUNDS & ASSETS OF THE CLUB**

- 8.1 The real and leasehold property of the Club shall be vested in not more than 4 nor less than 2 Trustees.
- 8.1.1 The Trustees shall be appointed by the General Committee and such property of the Club shall be vested in them to be dealt with by them as that Committee may from time to time direct by resolution (of which an entry in the minutes shall be conclusive evidence).
- 8.1.2 The Trustees shall be indemnified out of the assets of the Club.
- 8.1.3 The Trustees shall hold office until death or resignation or until removed from office by the General Committee which shall nominate the person or persons to be appointed as the new or additional Trustees.
- 8.2 For the purpose of giving effect to such nomination the Commodore for the time being shall appoint new Trustees of the Club within the meaning of S36 of the Trustees Act 1925 and shall by deed duly appoint the person or persons so nominated by the General Committee. Such an appointment shall require the endorsement of the next General Meeting of the Membership.
- 8.3 All payments made on account of the Club, except in petty disbursements, shall be made by cheque or BACS transfer and be signed by the authorised signatories. Alternatively, payments may be made by direct debit or standing order on the condition that such mandates have been approved by the General Committee and recorded in the General Committee meeting minutes.
- 8.4 The assets of the Club shall be applied to the benefit of the Club which may provide sporting and related social facilities, equipment coaching, courses, insurance cover and other ordinary benefits. All surplus income will be re-invested in the club and not distributed to members or third parties.
- 8.4.1 In connection with the objects of the Club, as defined in Rule 1.2 the Club may sell and provide food, drink and related clothing and equipment.
- 8.4.2 The Club may employ members and remunerate them for providing goods and services on fair terms, these terms being determined by the General Committee without the member concerned being present.
- 8.4.3 The Club may provide reasonable hospitality for guests or members from visiting clubs.
- 8.4.4 The Club shall indemnify the Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club but only to the extent of the Club's assets.

## **9 Winding Up**

- 9.1 The members may vote to wind up the Club on a 75% majority of those present and eligible to vote at a properly convened Extra Ordinary General Meeting. In the event of the dissolution of the Club the Committee shall be

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responsible for the orderly winding up of the Club's affairs.

- 9.2 After the payment of Club's liabilities the Committee shall dispose of the net assets remaining to one or more of the following:
- i. to another RYA registered club which is a charity
  - ii. to another RYA registered club which is a CASC (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002).
  - iii. to the RYA
- for use by them in community related sports.

## **10 Priority**

- 10.1 Interpretations of all the rules must be consistent with the statutory requirements for CASC.

## **Bylaws**

1. If, at any time, mooring fees or facility fees payable to the Club by any member or former member shall be three months or more in arrears:
  - i. The General Committee shall be entitled to remove the boat and/or trailer without being liable for any loss of, or damage to, the boat and/or trailer howsoever caused
  - ii. The General Committee shall be entitled upon giving one month's notice in writing to the member or former members, at his/her last known address shown in the register of members, to sell the boat and/or trailer and to deduct any monies due to the Club (whether by way of arrears of subscription, mooring or facility fees or otherwise) from the net proceeds of sale before accounting the balance (if any) to the member or former member.
  - iii. Alternatively, any boat and/or trailer which, in the opinion of the General Committee, cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the General Committee may think fit and the expenses recovered from the member or former member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the member or former member

Further, the Club shall at all times have a lien over the members or former members' boats and/or trailers parked or moored on the Club's premises or the Club's moorings in respect of all monies due to the Club, whether in respect of arrears of facility or mooring fees or subscriptions or otherwise. Where a member is in arrears of any payment of monies owed to the Club by at least six months, the Club may in the event take possession of the member's boat and/or trailer.
2.
  - a. On payment of boat storage fees, Members confirm that Third Party Liability Insurance is in place.
  - b. On payment of boat storage fees, the General Committee will allocate a space. Owners may be requested to move their boat(s) and / or equipment to an alternative space to help improve the efficiency and aesthetics of the boat park.
  - c. On April 1<sup>st</sup>, if a dinghy has not been used in any event in the Margate Yacht Club program during the previous 12 months, the General Committee may decide not to allocate a space for the dinghy.
  - d. Cruisers may also be stored in the compound, but there is an expectation that boats will be maintained and used, otherwise a space may not be allocated. Cruiser owners may also store their trailer in the boat park.
  - e. If a space is not allocated for a dinghy or cruiser the owner shall remove their boat by April 30th. If it has not been removed within this time the boat may be disposed of in accordance with the provisions of ByLaw 1.
3. The General Committee reserves the right to refuse entry to any Member who is unable to identify him or herself by membership card or written authority. Any Member or guest who does not comply with Club Rules, By-laws or Regulations may also be refused entry. By the authority of the General Committee, any such Member or guest may be refused service at the bar.
4. Any unruly behaviour will be dealt with in such a manner as deemed appropriate by the General Committee.
5. The Club premises may be hired for members' and other private functions subject to approval being granted by the General Committee. Such approval will not convey exclusivity to the hirer.
6. An allowance determined annually by the general committee shall be allocated to the Commodore for hospitality in accordance with rule 8.4.3.

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7. All complaints from Members should be reported in writing to the Secretary who in turn will pass them on to the General Committee for whatever action it deems to be appropriate.
8. Unless being coached, club boats may only be used by competent Members. Competency will be assessed by a Dinghy Instructor or Experienced Club Member. Competency is defined as RYA Level 2 or equivalent.
9. Club rescue boats may only be used for purposes and by persons authorised by the General Committee. The Club launching vehicle may only be driven by persons similarly authorised, who must be in possession of a full driving license.