

BYE LAWS OF

GIRTON SAILING CLUB LIMITED (THE “CLUB”)

**ADOPTED 26 September 2013, REVISED by Resolutions on 9 January 2014;
12 December 2016; 2 February & 19 October 2017; 8 March 2018
and 17 December 2020.**

1. INTERPRETATION

1.1 These Bye Laws are made pursuant to Article 13.4.2

1.2 In these Bye Laws, unless the context requires otherwise:

Articles means the Articles of Association of the Club from time to time and **Article** refers to a particular provision in them;

Associate Member means a member of the Club who is not a Club Member, and who therefore neither has voting rights at general meetings nor any other rights to which members of companies are entitled under the Articles or the Companies Acts, and **Associate Membership** shall be interpreted accordingly;

Boating means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means;

Bye Laws means these bye laws of the Club made pursuant to Article 13.4.2, and Bye Law refers to a particular provision in them;

CASC means a community amateur sports club, as that term is defined by s658 Corporation Tax Act 2010;

Club Facilities means the Clubhouse, all premises of the Club, the water controlled by the Club, any equipment made available by the Club (whether for a fee or without charge), all changing and washing facilities, all storage facilities and any other facilities made available (whether for a fee or without charge) at the Clubhouse or on the Club's premises from time to time;

Clubhouse means the clubhouse situated at Girton Lagoon, Gainsborough Road, Girton, Newark, Nottinghamshire;

Club Member means a company member of the Club, as that term is defined by section 112 of the Companies Act 2006, and **Club Membership** shall be interpreted accordingly.

Fees shall have the meaning given in Bye Law 6.1;

Finance Acts means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation relating to CASCs;

Member means all members of the Club, whether Club Members or Associate Members, and **Membership** shall be interpreted accordingly; and

Royal Yachting Association and **RYA** means the Royal Yachting Association, a company limited by guarantee registered in England and Wales with registered company number 00878357.

- 1.3 These Bye Laws are supplemental to the Articles. Nothing in these Bye Laws is intended to contradict the Articles or the provisions of the Companies Acts and, in the event of any inconsistency between any provision of these Bye Laws and any provision of the Articles, the Articles will prevail.
- 1.4 Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the Articles.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2. MEMBERSHIP

- 2.1 Membership shall be open to anyone participating in the sport of Boating on application, regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.
- 2.2 Article 11.5 gives the directors the power to create different classes of Membership, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, Associate Membership conveys neither Club Membership nor any of the rights or privileges of Club Membership under the Articles or the Companies Acts.
- 2.3 There shall be the following classes of **Club Membership**:
- 2.3.1 Full Sailing Members;
 - 2.3.2 Family Sailing Members (lead adult only);
 - 2.3.3 Group Member (lead adult only);
 - 2.3.4 Sailability Members
 - 2.3.5 Social Members (Club Members)
 - 2.3.6 Special Activity Section Membership
- 2.4 There shall be the following classes of **Associate Membership**:-
- 2.4.1 Family Sailing Members (all persons other than the lead adult);
 - 2.4.2 Junior Members;
 - 2.4.3 Honorary Members;
 - 2.4.4 Social Members;
 - 2.4.5 Temporary Members;
 - 2.4.6 Training Members and 2.4.7 Student Members

3. ELIGIBILITY FOR MEMBERSHIP

- 3.1 **Full Sailing Membership** is open to any individual aged 18 or over who wishes to participate in the sport of Boating, who has paid the appropriate fees and subscriptions, and who is entitled to use the Club's facilities including the boat park for the storage of his or her boats and trailers and to sail on the Club's lagoon. Full Sailing Members are **Club Members** with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts.
- 3.2 **Family Sailing Membership** is open to each of the members of a family grouping of one or two adults together with any number of children within their guardianship under the age of 18, who wish to participate in the sport of Boating, who has paid the appropriate fees and subscriptions, and who is entitled to use the Club's facilities including the boat park for the storage of his or her boats and trailers and to sail on the Club's lagoon. The family grouping will pay a single family subscription. The adult who pays the subscription will be the "lead adult" and will be a **Club Member**. Each other member of the family grouping will be an **Associate Member**. Only the lead adult will be a Club Member and, as such, will have and may exercise all the rights and privileges of Club membership. For the avoidance of doubt, only the lead adult will have the right to receive notice of, and to attend and vote at, any general meeting.
- 3.3 **Group Membership** is open to a formally constituted Community Organisation with 20 members or more recognised by its national governing body that is engaged in activities compatible with the Objects of the Club, and has its own public liability insurance for not less than £2,000,000 which includes its participation in sailing activities, and can satisfy the Committee that it is properly managed with all necessary licences, permits and clearances for both its own activities and those of the Club, and has paid the appropriate fees and subscriptions and has notified the Committee of the name of a duly appointed leader with authority to ensure that the Group and its members abide by all Club Bye Laws and any other restrictions placed on the Group as a condition of its membership, and has agreed a maximum number of members of the Community Organisation who may benefit from Group Membership at any point in time. All communications between the Group Member and the Committee shall be via the appointed leader or in his or her absence via a senior member of the Community Organisation. Under the supervision of the appointed leader or his or her designate all persons who are bona fide members of the Community Organisation shall, up to the agreed maximum number, have the right to use such of the Club's facilities as have been agreed in writing by the Committee including the right to keep a specified maximum number of boats and trailers in the boat park and to sail on the Club's lagoon. An incorporated Group shall have one vote at general meetings exercisable by the appointed leader ("lead adult") or his or her duly appointed proxy. The appointed leader of an unincorporated Group, or his or her appointed proxy, shall have one vote at general meetings as a Club Member.
- 3.4 **Sailability Membership** is available to any person who wishes to participate in the sport of Boating who by reason of disability is only capable of sailing with support at sessions organised for disabled sailors and he or she may apply to join the Club as a Sailability Member on payment of the appropriate fees and subscriptions. Sailability Members are entitled to use the Club's facilities in the same way as a Full Sailing Member except that they are not permitted to use the sailing water other than as part of a session organised for disabled sailors. A Sailability Member who is aged 18 years or over is a **Club Member** with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts.

- 3.5 (a) **Junior Membership** is open to any individual under the age of 18 who wishes to participate in the sport of Boating. Junior Members are **Associate Members** and as such have no right to attend or vote at general meetings.
- (b) **Student Membership** is open to any individual who wishes to participate in the sport of boating who is undergoing a course of formal full time education. Student members are **Associate Members** and are entitled to all the benefits of a Full Sailing Member but have no right to vote at a general meeting. As an alternative to Student Membership, where a person reaches the age of 18 years and has been a child of a Family Sailing Member up to that time, they may choose to remain part of the Family Sailing Membership as long as they continue in formal full time education and they too are **Associate Members** entitled to all the benefits of a Full Sailing Member but having no right to vote at a general meeting.
- 3.6 **Honorary Membership** may be awarded to individuals as a mark of distinction. The directors may nominate for election at an AGM such persons as Honorary Members as they think fit. The total number of Honorary Members shall not, however, at any time exceed 10% of the total number of Members. The election of Honorary Members shall be put to the vote at the AGM each year and such persons shall be granted Honorary Membership if approved by special resolution of the Club Members at the AGM. Honorary Members are **Associate Members**, and as such have no right to attend or vote at general meetings.
- 3.7 **Social Membership** is available to the classes of individuals set out at 3.7.1, 3.7.2 and 3.7.3:-
- 3.7.1 Every person who, at the date of incorporation of the Club, had paid a subscription fee to, and was a Social Member of the unincorporated club known as Girtton Sailing Club referred to in Article 3.1.1, and who, on or before 31 October 2013 or during such extended period as the directors may determine, signs and delivers to the Club the form of Membership prescribed by the directors, shall have the option to be a **Social Member** as a **Club Member** from incorporation.
- 3.7.2 Any person who is and has been a Sailing Member of the Club for at least 24 months may become a **Social Member** as a **Club Member**.
- 3.7.3 Any other person joining the Club as a **Social Member** will be an **Associate Member** and as such has no right to attend or vote at general meetings
- 3.8 A Social Member may not park a boat or trailer in the boat park, launch a boat or use any form of boat on the Club's lagoon other than in providing support to such activities as the Club's racing, training or Sailability events.
- 3.9 **Temporary Membership** is open to members of another RYA recognised club or organisation. The Directors may also grant Temporary Membership to individuals or groups for activities compatible with the Club's objectives. Temporary Members are **Associate Members**, and as such have no right to attend or vote at general meetings.
- 3.10 **Training Membership** is available to a person who is during the relevant Club year undertaking a specific sail training course run by and at the Club and who has paid the appropriate fees and subscriptions for the course. The membership of a Training Member shall be valid only during the duration of the relevant Club training course and shall be limited to activities forming part of that course but shall entitle a Training

Member during the course to keep his or her boat and trailer in the boat park, to use the Club's facilities and to sail on the Club's lagoon during training sessions. Training Members are **Associate Members**, and as such have no right to attend or vote at general meetings.

- 3.11 **Special Activity Section Membership** is open to Groups and individuals where the Directors have authorised the creation of a special section for the club for specific non-sailing activities which are compatible with the Club's objectives and recognised by Sport England as eligible sports. The Directors may determine the conditions on which such sections may operate, including whether they are open to Group members, individual members or both. The terms of membership set out in Bye Laws 3.1 to 3.10 will apply equally, so far as appropriate, to membership of Special Activity Sections. The Directors may set a charge for members of Special Activity Sections to become Sailing Members or for Sailing Members to join such sections.
- 3.12 For the avoidance of doubt, where the type of Membership available to, or subscription payable by, an individual is related to age it will be determined by the age of the individual on the date of registration of his Membership, or its renewal date.

4 BECOMING A MEMBER

- 4.1 Upon receipt of an application for Membership, the Membership Secretary shall enter the details of the application in a register of applicants, and there shall be an interval of at least two days before the meeting of the directors, at which the application for Membership shall be considered.
- 4.2 The directors have sole discretion to decide whether or not to accept an application for Membership.
- 4.3 The directors may refuse applications for Membership only for good cause, such as conduct or character likely to bring the Club or the sport of Boating into disrepute. Appeals against the directors' decision to reject an application for Membership may be made to the Club Members in general meeting.
- 4.4 The Membership Secretary shall inform each applicant in writing as to whether or not the applicant's application for Membership has been approved by the directors, and the Membership Secretary shall provide successful applicants with a copy of the Articles and these Bye Laws, and the Membership Secretary shall also request payment of any applicable fees.
- 4.5 Every successful applicant shall, upon becoming a Member, provide the Membership 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.

5 RIGHTS AND PRIVILEGES OF MEMBERSHIP

- 5.1 The rights and privileges of each class of Membership shall be as follows, subject in each case to the provisions of the Articles and these Bye Laws:

- 5.1.1 Full Sailing Members, Family *Sailing* Members, Group Members, Training Members, Junior Members and Honorary Members shall have the full use of all the Club Facilities;
- 5.1.2 Social Members shall have the use of the Clubhouse and any facility where they are supporting race management;
- 5.1.3 Temporary Members shall have full use of the Club Facilities, but they:
 - a) shall have no right to enter Club races or regattas unless specifically authorised by the directors;
 - b) shall have no right to bring guests to the premises of the Club;
 - c) shall have no right to take any part in the management of the Club;
 - d) are deemed to have notice of and implicitly undertake to comply with the Articles and these Bye Laws; and
 - e) shall be liable to be expelled from the Clubhouse and/or prohibited from using the Club Facilities if, in the opinion of the directors, they have not reasonably complied with the conditions set out in the Articles and these Bye Laws in force from time to time.

5.2 Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the Club Facilities.

6 MEMBERSHIP SUBSCRIPTIONS AND FEES

6.1 The following fees (the **Fees**) shall be payable by Members, as applicable in accordance with this Bye Law 6:

6.1.1 an entrance fee on joining the Club;

6.1.2 an annual subscription fee in respect of their Membership; and

6.1.3 for those Members wishing to use their own boats on the water controlled by the Club, an annual boat permit fee which shall entitle a Member to sail or otherwise propel his or her own boat on the water controlled by the Club and be allocated a space in the Club's boat park.

6.2 The Fee rates for each class of Membership shall be proposed by the directors to the Club Members at the AGM 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 of the year following.

6.3 The current Fee rates shall be prominently displayed in the Clubhouse and on the Club's website.

6.4 Fees will be kept at levels that will not pose a significant obstacle to people participating.

6.5 Subject to Bye Laws 7.1, 7.2 and 7.3 all Members shall pay the applicable Fees for their first year of Membership within one calendar month of becoming a member, and thereafter on the first day of January in each year.

7 EXCEPTION TO THE REQUIREMENT TO PAY FEES

- 7.1 Upon re-application by a person who has been a Member within the past two calendar years the directors may, at their sole discretion, waive the usual entrance fee.
- 7.2 Any person who becomes a Member after the first day of July in any year *may be* entitled to the discount agreed at the previous AGM under Bye Law 6.2.
- 7.3 A Member who, for any reason, anticipates inability to use the Club Facilities for the whole of any one year shall be excused payment of Fees for that year, provided that notice in writing is given to the Membership Secretary before the last day of November in the previous year.
- 7.4 Any Member whose fees have been suspended pursuant to Bye Law 7.3 shall have no rights to use any of the Club Facilities for the duration of the year in respect of which Fees have been suspended. A Member wishing to be re-instated during the year in question shall pay such portion of the applicable Fees as the directors shall require.

8 TERMINATION OF MEMBERSHIP

- 8.1 If a Member fails to pay any applicable Fees that are due within one calendar month of becoming a Member, their Membership shall be automatically terminated.
- 8.2 A member wishing to cancel their Membership shall give notice in writing to the Membership 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 Bye Law shall not be entitled to have any part of their Fees refunded.
- 8.3 The directors may cancel, without notice being given, the Membership of any Member whose Fees are more than three months in arrears (in whole or in part), provided that the directors may, at their sole discretion, re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any Club event or regatta or (if applicable) vote at any general meeting.
- 8.4 Appeal against termination or non-renewal of Membership may be made to the Club Members by submitting a written notice to the Secretary, who shall, upon receipt of such a notice, include the appeal on the agenda for the next general meeting.
- 8.5 Any person who has been expelled from Membership shall not be entitled to have any part of their Fees refunded and must immediately return any trophy or trophies held.
- 8.6 Upon expulsion of a Member, the directors may dispose of the former Member's boat and/or trailer in accordance with Bye Law 17.2.

9. CONDUCT OF MEMBERS & DISCIPLINARY ACTION

- 9.1 Every Member is deemed to have notice of, and undertakes to comply with, the Articles and these Bye Laws.

- 9.2 Any alleged breach of Bye Law 9.1 or any alleged conduct which, in the opinion of the directors, might be deemed to be either unworthy of a Member or otherwise injurious to the interests of the Club, shall, if not rescinded after the arbitration process as specified in Bye Law 9.10, render a Member liable to disciplinary action by the directors, which may include expulsion or non-renewal of Membership.
- 9.3 Before taking any disciplinary action against a Member, the directors shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct to the directors or to voluntarily cancel their Membership.
- 9.4 The directors (or any person to whom the directors shall delegate this power) may temporarily suspend or exclude a Member from particular training sessions, racing and/or wider Club activities, if they consider in their sole discretion that such action is in the best interests of the Club.
- 9.5 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 directors or by the Secretary upon the instructions of the directors.
- 9.6 A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of a director.
- 9.7 A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Club Rule relating to the settlement of such indebtedness.
- 9.8 Any suggestions may be brought to the attention of a director or entered in the suggestion box and signed by the Member.
- 9.9 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.
- 9.10 In the circumstances that an alleged breach of Bye Law 9.1 has occurred, the directors have the option of appointing not less than two 3rd parties, who will be Club Members of reputed good character not associated with either the alleged breach or subject to any injury alleged to have been the result of the alleged breach (The Arbitrators). These persons will seek to investigate the allegation/s and report back to the directors with statements from witnesses and any persons involved. In cases where such an investigation has been commissioned all attempts to clarify any misunderstandings between adversaries should be made, in order to ensure a case against a Member is not unfairly prosecuted by the directors. The Arbitrators will also have the right to make a combined recommendation to the directors. The directors should only move to a hearing if the weight of evidence for the breach is clear, and in any case the accused Member should be informed at the earliest opportunity of the outcome of the arbitration process.
- 9.11 The Club has adopted the Natural England Camping and Caravanning Code of Conduct.

10. GUESTS

- 10.1 Members shall enter the names of all guests in the guest book. Not more than four guests may be introduced in any one day and the same guest may not be introduced more than twice in any calendar year. Any guest who takes part in any activity on the water must complete a "Conditions of Participation in Sailing" form.
- 10.2 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 Facilities within a period of 24 hours before and after the race in which they are competing.
- 10.3 A director, or any other person who has received the authority of two directors, may expel, temporarily or permanently, any person who has the right to the use of the Club Facilities under this Bye Law 10, if, in the opinion of the director(s), their behaviour is unworthy or injurious to the interests of the Club.

11. LIMITATION OF CLUB LIABILITY

- 11.1 Members use the Club Facilities entirely at their own risk and accept that:
- 11.1.1 the Club will not accept any liability for any damage to or loss of property belonging to members;
 - 11.1.2 the Club limits its liability to the fullest extent permitted by law in respect of personal injury to members or their guests arising out of the use of the Club Facilities; and
 - 11.1.3 Membership and acceptance of the Articles and these Bye Laws will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998 (as amended).
- 11.2 Bye Law 11.1 shall be exhibited in a prominent place within the Clubhouse.

12. OFFICERS

- 12.1 Only Club Members shall be eligible to stand for election as Officers, to be appointed in accordance with Article 6.
- 12.2 The Officers of the club shall be:
 The Commodore (Flag Officer)
 Vice Commodore (Flag Officer)
 Rear Commodore Sailing (Flag Officer)
 Rear Commodore (Bosun) (Flag Officer)
 Secretary
 Treasurer
 Membership Secretary
 Training Officer
 Safety Officer
 Bar Manager
- 12.3 Officers shall be elected at the Annual General Meeting and shall hold office until the conclusion of the following Annual General Meeting. The retiring Officers shall be eligible for re-election.
- 12.4 The **Commodore** is the Club's Chairman and senior Flag Officer responsible for ensuring the efficient day-to-day management of all aspects of the Club. He or she shall take the chair at all general and committee meetings of the Club unless absent in which case the next most senior Flag Officer shall deputise.
- 12.5 The **Vice Commodore** shall deputise for the Commodore when needed and support him or her in ensuring the efficient running of the Club's affairs. He or she shall organise the Club's social activities.
- 12.6 The **Rear Commodore Sailing** shall organise and supervise all sailing activities at the Club. He or she shall arrange the season's sailing programmes and keep accurate records of all race results for the award of trophies and other honours. The Rear Commodore Sailing shall also endeavour to ensure that all races at the Club are efficiently run by a rota of appropriately trained Officers of the Day who shall have the responsibility and authority to decide how and whether racing shall take place.

- 12.7 The **Rear Commodore (Bosun)** shall organise the effective upkeep of all the Club's premises and equipment including the Clubhouse, tractor, safety boats and committee boats, boat sheds, boat park, harbours, slipways and other areas for which the Club may be responsible.
- 12.8 The **Secretary** shall:
- 12.8.1 conduct the correspondence of the Club;
 - 12.8.2 keep custody of all Club documents;
 - 12.8.3 keep full minutes of all directors' meetings, general meetings (including AGMs), and meetings of any committees established by the directors from time to time, and all minutes shall be confirmed and signed by the appropriate chairman upon the agreement of the directors, Club Members, or relevant committee (as appropriate) at the next following directors' meeting, general meeting, or relevant committee meeting;
 - 12.8.4 administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its directors, Officers, employees and Members;
 - 12.8.5 maintain contact with the Club's legal advisor to ensure that the Club's affairs are managed in accordance with all applicable laws;
 - 12.8.6 maintain any such certificates or registrations, and complete any such non-financial returns as may be required by law;
 - 12.8.7 deal with publicity and the general administration of the Club;
 - 12.8.8 send out notices of all directors' meetings and general meetings.
- 12.9 The **Treasurer** shall:
- 12.9.1 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, in compliance with all legal requirements applicable to companies;
 - 12.9.2 cause all returns as may be required by law in relation to the accounts of the Club to be rendered at the due time; and
 - 12.9.3 prepare annual report and accounts as at 31 December in each year and cause such report and accounts (as necessary) to be audited at least once annually and shall then cause the same to be exhibited in the Clubhouse and placed on the Club's website for at least fourteen days before the date of the next AGM.
- 12.10 The **Membership Secretary** shall:
- 12.10.1 deal with all applications for Membership;
 - 12.10.2 account to the Treasurer for all fees and subscriptions received; and
 - 12.10.3 be responsible for the allocation of boat spaces in the boat park and keeping accurate and up to date records of allocations.

12.11 The **Training Officer** shall:

12.11.1 organise and manage sail training at the Club at all levels to appropriate Royal Yachting Association standards;

12.11.2 ensure that the Club's training fleet and equipment is maintained in a suitable condition to be used by Training Members.

12.12 The **Safety Officer** shall:

12.12.1 be responsible for fostering a safety culture and awareness of proper safety standards at the Club;

12.12.2 be responsible for oversight of the Club's safety boats;

12.12.3 take all reasonable steps to require that no organised Club activities take place on the lagoon without appropriate safety boat cover being available and crewed by people who have been appropriately trained.

12.13 The **Bar Manager** shall:

12.13.1 be responsible for the efficient stocking, management and operation of the bar in accordance with Byelaw 15;

12.13.2 be responsible for accounting to the Treasurer for all monies received or disbursed.

13. DIRECTORS

13.1 The board of directors shall consist of the Officers (ex officio) and not more than four Club Members elected at the AGM each year to hold office until the termination of the next following AGM. A retiring Commodore shall serve as an ex officio director in the year immediately following retirement.

13.2 The directors may at any time co-opt any individual who is a Club Member to fill a vacancy in their number or (subject to the maximum stated in Bye Law 13.1) as an additional director, but a co-opted director holds office only until the next AGM.

13.3 Candidates for election as directors (not being Officers) shall be those Club Members whose nominations (duly proposed and seconded in writing by other Club Members) have (with their consent) been received by the Secretary at least twenty eight days before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder shall be posted at the Clubhouse and on the Club's website at least fourteen days prior to the date of the AGM.

13.4 If the number of candidates for election as directors at any AGM is equal to or less than the number of vacancies to be filled then all candidates shall be elected if two thirds of those present in person or by proxy and entitled to vote at the AGM vote in favour of such election.

13.5 If the number of candidates for election as directors at any AGM is greater than the number of vacancies to be filled then there shall be a ballot. If the ballot fails to determine the directors to be appointed 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.

- 13.6 The directors shall meet at least every two months making such arrangements as the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provision of the Articles.
- 13.7 The quorum for meetings of directors shall be seven directors.

14. PRESIDENT

- 14.1 Appointment of the President and any Honorary Vice Commodores of the Club shall be determined at a general meeting
- 14.2 The offices shall be held for life but shall cease to be held in the circumstances set out for Directors in Article 5.3 of the Articles of Association.
- 14.3 The President and Honorary Vice Commodore shall not be deemed directors of the Club, but shall be entitled to receive notice of, and attend meetings of the directors, but shall not have a vote.

15. SALE OF INTOXICATING LIQUOR

- 15.1 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 directors, or of a special committee appointed by the directors.
- 15.2 Intoxicating liquor may only be sold for consumption in the Clubhouse to persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the Articles and these Bye Laws. No Junior Member may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may any Junior Member purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.
- 15.3 The directors shall cause the bar in the Clubhouse to be opened (subject to the terms of the Clubhouse certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to persons stated in Bye Law 15.2, PROVIDED THAT guests' names and addresses and the name of their introducer shall have been entered in the guest book upon entry to the Clubhouse.
- 15.4 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 supply 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.
- 15.5 Proper accounts of all purchases and receipts shall be kept and presented at the AGM in each year and such information as the Treasurer 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.

- 15.6 The permitted hours for the supply of intoxicating liquor are as follows:
 Monday to Saturday: 1100h – 2300h
 Sunday: 1200h – 2230h;
 Christmas Day: 1200h – 1500h & 1900h – 2230h.
- 15.7 The bar in the Clubhouse will be open at the hours set out in Bye Law 15.6 or at such other hours as may be decided by the directors, subject to any restrictions imposed from time to time by the Licensing Authority.

16. CLUBHOUSE

- 16.1 The Clubhouse shall be open to Members at such times as the directors shall direct.

17. BOAT PARK

- 17.1 If at any time, any Fees payable to the Club by any Member or former Member shall be one month or more in arrears and a boat and/or trailer and/or any other property of a Member or former Member remains upon the Club premises, then that Member or former Member shall remove the boat and/or trailer and/or other property from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer and/or any other property then the directors may:
- 17.1.1 move the boat and/or trailer and/or any other property to any part of the Club premises without being liable for any loss or damage howsoever caused;
- 17.1.2 give three months' notice in writing by registered post to the Member or former Member at his last known address as shown in the register of Members and then either:
- (a) sell the boat and/or trailer and/or any other property and deduct such monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member; or
- (b) if the boat and/or trailer and/or any other property is unsaleable, dispose of the boat and/or trailer and/or any other property in any manner the directors may think fit and deem the cost of doing and arrears to be a debt owing to the Club by the Member or former Member; and
- 17.1.3 the Club reserves the right to charge storage for the boat and/or trailer and/or any other property until such time as the owner collects the boat and/or trailer and/or any other property or until notice has been served under Bye Law 17.1.2,

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 boat and/or trailer and/or any other property is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale, then the balance of the proceeds of sale 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.

- 17.2 In addition to Bye Law 17.1, the Club shall at all times have a lien over Members' or former Members' boats and/or trailers belonging to Members or former Members parked on the Club's premises, or other property in respect of all monies due to the Club, whether in respect of arrears of Fees or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or any other property until such time as all monies due to the Club have been paid in full.

18. GENERAL

- 18.1 The Members acknowledge that these Bye Laws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.
- 18.2 All Members agree to abide by all safety regulations and all other such instructions as shall be mandated by the directors or persons to whom they delegate such powers from time to time. Any person on Club premises, irrespective of membership status, must wear a buoyancy aid whenever they are on the water, a pontoon, or a slipway.
- 18.3 These Bye Laws may be amended by the directors from time to time, provided that no amendments shall be made that would jeopardise the Club's status as a CASC.