

# UPTON WARREN SAILING CLUB

## CONSTITUTION March 2025

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### Section 1 - Name and Objectives

1. The name of the Club shall be Upton Warren Sailing Club (UWSC) - hereinafter referred to in these rules as the Club.
  - (a) The Club operates from the premises of Aztec Adventure Upton Warren – hereinafter referred to in these rules as the Centre.
  
2. The objectives on which the Club is formed are to promote and facilitate the sport of sailing and other water based activities and also to provide social and other events for members as may be from time to time determined.
  - (a) In achieving the objectives on which the Club is formed, it shall where necessary co-ordinate fundraising for the benefit of the Club.
  
  - (b) Whilst the Club is a separate entity from the Centre, the Club shall aim to provide a support organisation for the educational work of the Centre; and to promote interaction between youth and adult users of the Centre and associated bodies.

### Section 2 – Officers

3. The following Officers of the Club shall be Adult members of the Club and shall consist of an:
  - Honorary President
  - Commodore
  - Secretary

- Treasurer
- Membership Secretary
- Sailing Secretary

#### 2.1 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, which shall be confirmed and signed by the appropriate Chairperson at the following Committee or General meeting of the Club.
- (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) Where necessary, liaise or appoint a Legal Advisor to ensure that the Club's affairs are managed in accordance with current law. Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

#### 2.2 The Treasurer shall:

- (a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club
- (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time
- (c) Prepare an Annual Balance Sheet as at the 31 December in each year and cause such Balance Sheet (and accounts as necessary) to be audited and circulated to the Officers within 6 weeks of the end of the financial year.

#### 2.3 The Membership Secretary shall:

- (a) Keep a register of Club members' names and contact details

4. The officers of the club may co-opt members to fulfil other duties associated with the management of the club including the role of Safeguarding Officer.
5. With the exception of the Honorary President and co-opted positions, the officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election

## Section 3 – Membership

### 3.1 Categories of Membership

6. There shall be the following categories of Membership. As a condition of membership, Adult, Student and Class 1 Junior members shall accept that they will be required to perform a number of Club duties.

(a) AN ADULT MEMBER - being a person who, at the date of joining or at the start of the Club year, is 18 or over, who shall have one vote.

(b) A JUNIOR MEMBER –

There shall be 2 classes of Junior Member.

*Class 1*- being a person who, at the date of joining or at the start of the club year, is aged 12 or over and under the age of 18, who shall have no vote.

*Class 2*- being a person under the age of 12 specifically approved as a member by the Committee, who shall be accompanied at all times whilst at the club by a parent or guardian. This class of member shall have no vote.

(c) An HONORARY MEMBER – who shall have no vote.

(d) A STUDENT MEMBER –being a person who, at the date of joining or at the start of the club year is aged 18 or over but under the age of 21, and is in full time education, who shall have one vote.

(e) A TEMPORARY MEMBER---being a bona fide guest of an ADULT member introduced as a Guest in accordance with the provisions of clause 21 provided always that:

- i. The member stays on site with their Guest
- ii. The Guest/Temporary Member pays to the Club the guest fee for the time being in force.
- iii. The Temporary Membership shall last only until the end of the club session that the guest has been introduced for.
- iv. The Guest/Temporary Member shall have no right to introduce visitors or guests to the club.
- v. The Guest/Temporary Member shall have no right to take part in the management of the Club.
- vi. the Guest/Temporary Member shall comply with all Club rules and regulations as if they were a full member and shall be liable to be expelled from the club premises or to be prohibited from using the club facilities if in the opinion of the Club Commodore or the Duty Officer of the Day they have not reasonably complied with the above conditions.

(f) A SOCIAL MEMBER- who shall have no vote.

### 3.2 Conditions of Membership

7. No member nor Guest may helm a sailing dinghy unless he/she is able to sail to at least a RYA level 2/stage 3 standard. The names of these members will be formally recorded when their application for membership is accepted.
8. The rate of Joining Fee and 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 forthwith or at such later date as shall be agreed by the meeting.
9. All members (except Temporary members) shall pay the Joining Fee and their first annual Subscription upon joining the Club and thereafter the annual Subscription on the first day of April in each year, provided that a new member joining after the first day of October in any year shall not be required to pay any subscription in respect of the year of joining, but shall immediately pay the Joining Fee and the annual Subscription in respect of the year following joining.
10. Every member shall furnish the Membership Secretary with an up-to-date postal and email address, which shall be recorded in the Register of Members. Any notice sent to either of such addresses shall be deemed to have been duly delivered.
11. An application for membership (save for Temporary membership) shall be in the form prescribed by the Committee, and shall include the name, postal and email address, and telephone number of the prospective member
12. Upon receipt of an application for membership (save for Temporary Membership), plus any payments that are due, the Membership Secretary shall enter such application in the Register of members and shall provide the new member with information on how the Club operates.
13. Upon reapplication by a past member, the Committee may at its discretion, excuse payment of a Joining Fee.
14. The Committee may cancel, without notice given, the membership of any member whose annual Subscription is more than three months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. A member whose annual Subscription is in arrears may not enter any Club event or regatta nor vote at any meeting.
15. Nominated (agreed between the Committee and the Centre) members of Centre staff may take part in a Club session, providing that no Club members are deprived of the opportunity to take part in that Club session.

### 3.3 Conduct of Members

16. Every member, upon joining and thereafter, is deemed to have notice of, and implicitly undertakes to comply with, the Rules, Regulations and the current Byelaws of the Club and

Regulations of the Centre. Any refusal or neglect to do so, or any conduct, which in the opinion of the Committee is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to expulsion by the Committee.

- (a) Prior to expelling a member (save in the case of a Temporary member), the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Committee, or of resigning. A Resolution to expel a member shall be carried by a simple majority vote (closed ballot) by a quorum of 4 (four) members of the Committee.

17. Members shall submit the names of all guests, and ages of junior guests to the Duty Officer at the Club session. An ADULT member may introduce to the Club up to 4 individual guests per membership year (being a 12 month period commencing on 1st April each year). The same individual guest may not be introduced more than 4 times in any one membership year. Each guest must pay the standard guest fee, which will be set by the Centre.

- (a) A member who introduces a guest to a Club session shall take full responsibility for the actions of that guest and must ensure that the guest complies with the Rules, Regulations and the current Byelaws of the Club and Regulations of the Centre.
- (b) The Duty Officer on duty at the Club session will determine the level of activity (if any) to which the guest may participate in that session.

18. A member shall not knowingly remove, injure, destroy or damage any property of the Club or the Centre 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.

19. All suggestions should be communicated to any member of the Committee (preferably the Commodore or Secretary).

20. Complaints of any nature relating to the management of the Club shall be addressed in writing to the Commodore or the Secretary. Under no circumstances shall a servant of the Club or Centre be personally reprimanded by a member.

### 3.4 Limitation of Club Liability

21. Members of the Club, their guests or visitors shall attend the Club sessions entirely at their own risk and implicitly accept that:

- (a) Neither the Club, nor the Centre will accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.
- (b) The Club will not accept any liability for personal injury arising out of activities organised by the Club either sustained by members, their guests or visitors; or caused by the said members, guests or visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee or servants of the Club.

22. 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, under the Data Protection Act 1998, for the purpose of administering the Club and where necessary for disclosure to the Centre.

## Section 4 - Management Committee

### 4.1 Election of Officers

23. The Management Committee (referred to as ‘the Committee’) shall consist of the Officers of the Club plus any members co-opted by the Committee to carry out specific management duties. The Officers will be elected at the Annual General Meeting each year to hold office until termination at the following Annual General Meeting.
24. Candidates for election to the Committee shall be, those members of the retiring Committee eligible to offer themselves for re-election, and other Adult members whose nominations, with their consent (duly proposed and seconded in writing by Adult members of the Club), shall have been received by the Secretary before the date of the Annual General Meeting for that year.
- (a) For each position on the Committee, if the number of candidates for election is greater than the vacancy to be filled, then there shall be a vote by show of hands.
  - (b) For each position on the Committee, if the number of candidates for election is equal to the vacancy to be filled then the candidate shall be deemed to be elected, if two thirds or more of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
  - (c) In the event of the vote failing to determine the members of the Committee because of an equality of votes then the candidate or candidates to be elected from those having an equal number of votes shall be determined by the toss of a coin.
25. If, for any reason, a casual vacancy shall occur, the Committee may co-opt an Adult member to fill such a vacancy until the following Annual General Meeting.

### 4.2 Committee Operation

26. The Committee shall meet at least 4 times a year making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in their absence a Chairperson elected by those present shall preside.
27. 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 Chairperson (as the case may be) shall have a second and casting vote.
28. Four Adult members personally present shall form a quorum at a meeting of the Committee.

29. The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club or for a benevolent or charitable purpose nominated by a quorum.

#### 4.3 Powers of the Committee

30. The Committee shall make such Rules, Regulations and Byelaws as it shall from time to time think fit and shall cause the same to be exhibited on the Club Notice Board for 30 [thirty] days before the date of implementation. Such Rules, Regulations and Byelaws can be set aside by a two-thirds majority vote at a General Meeting of the Club.

31. 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 and of the Club as the Committee may think fit.

32. A member of the Committee, or a sub-committee or any officer of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.

33. The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall not enter into any contract other than that expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership at a General Meeting, pledge the credit of the membership.

34. In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

35. The Committee may elect Honorary Members, as the Committee may think fit, if a quorum of 4 Committee members agree to the election of such an Honorary member.

### Section 5 - Meetings of the Club

36. An Annual General Meeting of the Club shall be held each year on the first Tuesday in the month of March. The Secretary shall, at least 7 [seven] days before the date of the Annual general Meeting, distribute to members an agenda (including date, time and location) of the business to be discussed at the meeting plus the audited Club accounts for the past financial year.

37. As a minimum, the agenda at the Annual General Meeting shall include the passing of the Accounts and the election of the Officers, Committee and Auditors, and any other business that the Committee or a member of the Club has requested to be included.

- (a) A member may submit an item to be voted on at the Annual General Meeting. This must be received by the Commodore or Secretary at least 8 [eight] days prior to the meeting so that it can be included in the agenda.
38. The Committee may at any time, upon giving 21 [twenty one] days notice in writing to each member, 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. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
39. The Committee shall similarly call an Extraordinary General Meeting upon a written request addressed to the Secretary by at least 50% of Adult members. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
40. At every General Meeting of the Club, the President or the Commodore or in their absence, a Chairperson elected by those present shall preside
41. Fifteen members entitled to vote and personally present shall form a quorum at an Extraordinary General Meeting of the Club.
42. All members may attend any General Meeting of the Club.
43. In the case of an equality of votes the Chairperson shall have a second or casting vote, on any matter other than the election of members of the Committee.
44. On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Regulation or Byelaw of the Club; such Rule, Regulation or Byelaw 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 6 - Alteration of the Constitution

45. The Constitution may only be altered at an Extraordinary General Meeting or an Annual General Meeting. An alteration shall require a two-thirds majority of the Adult members present at the meeting.
46. Any member wishing to propose an alteration to the Constitution must submit the proposal in writing, to the Commodore or Secretary at least 28 [twenty eight] days in advance of the Annual General Meeting. The Secretary shall circulate the proposed alteration to members 7 [seven] days prior to the meeting.

## Section 7 - Dissolution of the Club

47. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club, but shall be given or transferred to some other institution or institutions having objectives similar to the objectives of the Club, such institution or institutions to be determined by the members of the Club by Resolution



passed at a General Meeting at or before the time of the dissolution and if and so far as, effect cannot be given to such provision, then to be given or transferred to The Royal Yachting Association or other marine charity, such charity or charities to be determined by the members of the Club by resolution passed at a General Meeting.

48. Closure of UWSC requires the consent of a two-thirds majority of members attending an Annual or Extraordinary General Meeting.

## Section 8 - Byelaws

49. Club members shall at all times, observe the safety requirements and abide by the rules of the Centre, as detailed in the Centre Regulations.
50. The storage of boats at the Centre by Club members is strictly by arrangement with the person nominated by the Club Committee to administer the allocation of spaces. Boats are stored with the permission of the Centre and this may be withdrawn at any time.
51. The Club calendar shall be determined by the Committee and confirmed by the Centre.