

1. NAME AND PURPOSES

- 1.1. The name of the Club is 'Bromsgrove Boaters', called 'the Club'.
- 1.2. The Club exists to provide Members with offshore sailing opportunities, to help its Members develop sailing and related skills, develop seamanship and to provide social and other facilities for its Members.

2. OFFICERS

- 2.1. The Officers will all be members of the Club and will include a Commodore, Vice-Commodore, Secretary and Treasurer and will be the Trustees of the Club. Officers shall be selected by the Committee from the Committee at their first meeting after the AGM (Annual General Meeting) and will hold office until the following AGM. All Officers of the Club shall be eligible for re-election.
- 2.2. The Secretary shall ensure that:-
 - 2.2.1. a record of all Members and their contact details is kept;
 - 2.2.2. an up to date record of the property of the club is kept;
 - 2.2.3. the correspondence of the Club is conducted effectively and efficiently;
 - 2.2.4. safe custody of all Club documents;
 - 2.2.5. full minutes of all meetings of the Club, the Committee and any sub-Committee(s) are made and circulated in draft format within fourteen days of the meeting to be confirmed and signed by the appropriate Chairman at its next meeting if agreed by those attending;
 - 2.2.6. the administration of such insurance policy or policies as may be needed to protect the interests of the Club, its Officers and its Members;
 - 2.2.7. all insurance documents are maintained, and complete any such non-financial returns, as may be required by law.
- 2.3. The Treasurer shall ensure that:-
 - 2.3.1. the books of account give a true and fair view of the state of the Clubs finances;
 - 2.3.2. all books accounts and papers are available for the reviewer if one has been appointed at the previous AGM;
 - 2.3.3. all returns required by law in relation to the Clubs accounts are made when required;
 - 2.3.4. an Annual Balance Sheet as at 31 October in each year is produced as well as a Profit and Loss Account which is to be reviewed at least once annually and ensure that they are distributed to Members at least fourteen days before the date of the AGM;
 - 2.3.5. the Annual Balance Sheet and Profit and Loss Account are presented to the Club at its AGM.

3. MEMBERSHIP

- 3.1. The Committee will propose Membership fees to Members at the AGM to start on the following 1st January. Any changes in fees need to be agreed by a majority of those

present and entitled to vote. Fees will be displayed on the Club website. The Treasurer can agree to waive all or part of the Membership fee for new Members who apply to join in the last 4 months of the Membership year.

- 3.2. Membership is available to anyone over the age of 18 , though membership may be limited according to available facilities on a non-discriminatory basis or for disciplinary reasons.
- 3.3. The Committee may refuse membership or, subject to Rule 4, remove it, only for good cause such as conduct or character likely to bring the Club into disrepute. If this happens an appeal may be made to the Members at a General Meeting.
- 3.4. All Members will pay the Membership fee when joining and on January 1st in each subsequent year.
- 3.5. All Members will provide their address to the Secretary who will keep a record of it and any notices sent to that address will be considered delivered.
- 3.6. An application to join the Club will not be refused unless there are reasons to believe that there might be an issue with the application or it raises concerns in which case the decision to accept an application rests with the Committee and will be decided by a majority vote.
 - 3.6.1. An application will not be considered unless the appropriate Membership fee has been paid.
 - 3.6.2. The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute.
 - 3.6.3. The Secretary will inform all applicants of the outcome of their application.
 - 3.6.4. If an application is rejected fees will be refunded in full.
- 3.7. Membership can be cancelled if:
 - 3.7.1. Written notice of resignation is given to the Secretary;
 - 3.7.2. The Membership fee is more than two months in arrears and in this event a member will not be able to participate in any Club activity or vote at any meeting;
 - 3.7.3. The member dies;
 - 3.7.4. In the event of a Membership being cancelled no part of any Membership fees paid will be refunded.

4. CONDUCT OF MEMBERS

By paying their Membership fee Members agree to comply with this Constitution and any Byelaws and Regulations of the Club.

5. DISCIPLINARY ACTION AGAINST MEMBERS

- 5.1. Any breach of Rule 4 or any conduct brought to the attention of the Committee in writing and which, in the opinion of the Committee, damages the Club may mean that the continuing Membership of any Member involved will be considered by the Committee, and this may result in suspension for a specified period of time or expulsion.
- 5.2. Before any action is taken a member subject to disciplinary action will be asked to provide a written explanation of their conduct and will be given the opportunity to explain their conduct to the Committee, or of resigning.
- 5.3. A simple majority vote by those Members of the Committee present at a Committee meeting and voting is sufficient to apply sanctions.
- 5.4. A member subject to sanction may appeal against their sanction to the Members in a General Meeting.
- 5.5. A member subject to sanction will not be entitled to a refund of their Membership fee and any Club property they hold must be returned immediately.

6. VISITORS TO THE CLUB

Members are asked to ensure that the names of their guests at any event are entered in the Visitor's Book and they shall become non- voting members for the period of the event.

7. CLUB ASSETS

- 7.1 None of the assets of the Club will be used for the direct or indirect private benefit of any Member.
- 7.2 The Trustees shall hold Club assets on trust for the benefit of members of the Club.
- 7.3 Members will not knowingly remove, injure, destroy or damage any property of the Club and should a member damage or lose any Club property they will be asked to pay for the damage or loss caused.

8. COMPLAINTS

Please address all complaints in writing to the Secretary, which will be added to the Agenda of the next available Committee meeting.

9. LIMITATION OF CLUB LIABILITY

- 9.1. All references to the Club in this Rule mean each and every member.

9.2. All Members are bound by this rule which is also displayed prominently on the Club website:-

9.2.1. All Members use all facilities of the Club at their own risk and they accept that:

9.2.1.1. The Club will not accept any liability for any damage to or loss of property belonging to any member.

9.2.1.2. The Club will not accept any liability for personal injury arising out of participation in Club events or activities, either sustained by a member or caused by any other member even if the damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers or Committee of the Club.

10. DATA PROTECTION

10.1. All Members consent to the Club holding their relevant personal data for the purposes of the Data Protection Act.

10.2. Any data held by the Club will only be used by members the Club for Membership related issues and will not be used for any other purpose including sharing it with any third party for marketing or commercial purposes.

11. FINANCE

11.1. All Club money shall be deposited in a bank account (or bank accounts) in the name of the Club.

11.2. The signatories of the accounts shall be the Treasurer and two other members of the Committee appointed by the Committee.

11.3. All surplus income will be used for the benefit of the Club.

11.4. No one may borrow money or incur debts on behalf of the Club or its Membership unless agreed by the Committee.

12. COMMITTEE STRUCTURE

12.1. There will be no more than nine and no less than four Members on the Management Committee ('the Committee') who will be elected at the Annual General Meeting each year to hold office until the next Annual General Meeting.

12.2. The Committee will ensure that someone is given responsibility for each of training, health & safety, sailing and social.

12.3. Any member can stand for election to the Committee including retiring Committee Members and any other Members who have agreed to stand and who have advised the Secretary at least twenty eight days before the date of the Annual General Meeting. All

Members will be told of those standing for election no later than 14 days before the AGM.

- 12.4. Candidates for election to the Committee may provide an election address of not more than 300 words and no later than 7 days before the election. These will be sent out by the Secretary to all Members not less than five days before the election.
- 12.5. If there are more candidates than vacancies then there will be a vote and the candidates with the most votes will be elected.
- 12.6. If there are as many candidates as vacancies or more vacancies than candidates, then each candidate will be elected individually.
- 12.7. Elections can be by show of hands unless the chairman of the meeting requests a written ballot.
- 12.8. If there are an equal number of votes for any candidate lots will be drawn to decide.
- 12.9. If a Committee member is absent for more than 3 consecutive Committee meetings, the Committee will vote to decide if that Member has in fact resigned from the Committee.
- 12.10. The Committee may co-opt a Member to fill a casual vacancy should one occur until the next AGM but without voting rights.

13. COMMITTEE BUSINESS

- 13.1. The Committee shall meet at least every three months, agreeing agenda, time and place between themselves. Meetings will be chaired by the Commodore or in his absence a Chairman elected by those present.
- 13.2. Any items to be discussed must be notified to the Secretary at least 14 days before the meeting.
- 13.3. The Agenda will be sent out by the Secretary to all on the Committee at least 7 days before the meeting.
- 13.4. All Voting (except when relating to the expulsion of a member) will be by show of hands. The Chairman of the meeting shall have a second and casting vote if the voting is tied. All decisions agreed by the Committee shall be binding on the whole of the Committee.
- 13.5. At least forty percent of Committee members shall form a quorum at a meeting of the Committee.

- 13.6. The Committee shall manage the affairs of the Club and all expenditure will be made for the benefit of the Club or for a benevolent or charitable purpose nominated by a General Meeting.
- 13.7. The Committee may set up any sub-Committees as might be necessary and will agree terms of reference, members and scope of these. Any Club Member may ask, or be asked, to join and Club officers will be ex officio members of these.
- 13.8. The Committee, or anyone delegated by the Committee to act as agent for the Club or its Members, can agree contracts only if expressly authorised, or authorised by implication, by the Club Members.
- 13.9. The Committee may nominate for election at an AGM anyone who they think suitable for Honorary Membership but not more than 10% of the Club's membership can be Honorary Members. Honorary Members pay no fee and have no vote. Honorary Members will be elected provided two thirds of those present, and entitled to vote, agree.

14. DISCLOSURE OF THIRD PARTY INTERESTS

Anyone who transacts business for the Club will disclose any personal or family interests in this and if necessary will not act on behalf of the Club in that transaction.

15. MEMBER'S INDEMNIFICATION OF COMMITTEE

- 15.1. Members of the Committee shall be indemnified by all of the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever that have been incurred by them individually and collectively if they have been undertaken on behalf of the Club and if this has been properly authorised or could be assumed to be properly authorised.
- 15.2. If there aren't enough assets to satisfy any liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from each and every Club Member as an individual.
- 15.3. The indemnity required from each and every member will be limited to one year's Membership fee unless the Committee has been authorised to exceed this limit by a General Meeting of the Club.

16. CONTRACTUAL LIABILITY

The Committee will make every effort to incorporate the following into every contract, lease, licence or other agreement that it enters into, as appropriate.

“The liability of the Committee for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.”

17. GENERAL MEETINGS OF THE CLUB

- 17.1. An Annual General Meeting (AGM) will be held each November (unless it has been postponed) on a date fixed by the Committee and notified to Members at least ninety days in advance. At least 14 days before the meeting the Secretary will send out to everyone notice of the meeting and its Agenda.
- 17.2. At each AGM the following will be discussed:
 - 17.2.1. Approval of the minutes of the previous Annual General Meeting and the minutes of any intervening Special General Meetings;
 - 17.2.2. Treasurer’s report including the passing of the Accounts and setting of membership fees for the following year;
 - 17.2.3. Appointment of a reviewer to review the accounts before the next AGM;
 - 17.2.4. Any items that the Committee has put on the Agenda;
 - 17.2.5. Any other proposal raised by any Club Member provided it is in writing, seconded by another Member and sent to the Secretary at least twenty eight days beforehand;
 - 17.2.6. Committee election.
- 17.3. Provided it has given at least 14 days notice to Club Members, the Committee may call a Special General Meeting of the Club for any special business as defined in the Agenda for the meeting. No other business may be discussed at this meeting.
- 17.4. Any member can request a Special General Meeting provided it is in writing and supported by at least twenty five percent of Club Members. The SGM must be called within twenty eight days of a request. The Committee will give Members at least 14 days notice of the SGM. Only those items on the Agenda will be discussed.
- 17.5. Once the notice of a Special General Meeting has been sent it can only be amended with the proposer’s written consent and if the meeting Chairman agrees that the scope and purpose of the meeting has not be materially altered.
- 17.6. At every General Meeting of the Club the Commodore or, in their absence, the Vice Commodore and in their absence a Chairman elected by the majority of those present and entitled to vote will chair.
- 17.7. Twenty percent of those entitled to vote shall form a quorum at any General Meeting of the Club. But if no quorum is achieved:
 - 17.7.1. the start of the meeting will be delayed for 30 minutes after which;
 - 17.7.2. the meeting will be postponed to a new date which will be notified to Club Members by the Secretary at least 7 days in advance.

- 17.8. A Club Member may appoint a proxy to vote on their behalf at a General Meeting but only if a written proxy notice has been received by the Secretary at least forty eight hours prior to the meeting start. The proxy doesn't need to be someone entitled to vote.
- 17.9. Only Club Members (or their proxy) can attend and vote at any General Meeting.
- 17.10. All votes will be by show of hands unless the Chairman of the meeting requests a written ballot.
- 17.11. If the voting is equal the Chairman shall have a second or casting vote on any matter other than the election of members of the Committee.
- 17.12. On matters relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club, at least two-thirds of those present and entitled to vote must agree.

18. DISSOLUTION OF THE CLUB

If, upon the winding up or dissolution of the Club, once all debts and liabilities are paid, there are any assets remaining, these will be distributed to The Royal National Lifeboat Association (Registration Number 209603) ('the RNLI') of West Quay Road, Poole for its general purposes but if the RNLI has ceased to exist or has amalgamated with another charity or has changed its name the proceeds will be paid to any charity which the Committee think best fits the objectives of the RNLI.

19. MISCELLANEOUS

Any Byelaws or Regulations may be adopted if the Committee think it would be good for the management of the Club and its facilities.

20. ACKNOWLEDGEMENT

By paying their Membership fee, Members acknowledge that this Constitution is a legally binding contract to regulate the relationship of the Members with each other and the Club.

Adopted and effective

18th November 2015