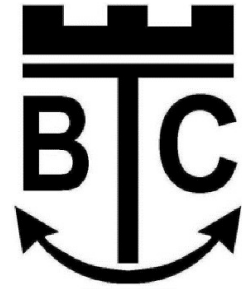


***TEIFI BOATING  
CLUB***

***CLWB CYCHOD  
TEIFI***

**Constitution, Rules and Byelaws  
2023**





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## **SECTION 1 - NAME AND OBJECTIVES**

The name of the Club shall be "The Teifi Boating Club – Clwb Cychod Teifi" (herein after referred to in these Rules as the Club). The purposes for which the Club is formed shall be:

- 1.2 To promote and facilitate the sport of boating on the Teifi estuary and adjacent waters as well as within the local community.
- 1.3 To promote and facilitate the sport of boating for young people within the community.
- 1.4 To promote and facilitate the sport of boating for people with learning and physical disabilities.
- 1.5 The promotion of good seamanship amongst members.
- 1.6 To promote the sport in accordance with the spirit of good sportsmanship enshrined within the RYA Race Charter.
- 1.7 And also to provide the social and other facilities for members as may be from time to time determined.

To achieve this, the Club may form sections - e.g. Sailing, Power, Ladies, each of which may run a Youth subsection.

## **SECTION 2 – OFFICERS OF THE CLUB**

### **2.1 OFFICERS OF THE CLUB**

The Officers of the Club shall be Full or Combined Members of the Club and shall consist of a Club President, a Commodore, a Vice Commodore, Rear Commodores [representing each of the sections], an Honorary Secretary, an Honorary Treasurer and an Honorary Membership Secretary. 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.

- 2.1.1 All Officers of the Club shall be eligible for re-election.
- 2.1.2 The Commodore's term of office shall not exceed three years

### **2.2 DUTIES OF THE HONORARY SECRETARY**

The Honorary Secretary (and/or the Assistant Honorary Secretary) shall:

- 2.2.1 Conduct the correspondence of the Club.
- 2.2.2 Keep custody of all Club documents.

- 2.2.3 Keep full Minutes of all executive meetings of the Club, the Committee and General Meetings, which shall be confirmed and signed by the appropriate chairperson upon the agreement of the Club, the Committee or sub-Committee at the next following meeting of the Club, the Committee or sub-Committee.
- 2.2.4 Administer such insurance policy or policies as may be needed to fully protect the interests of the Club, its Officers and its Members.
- 2.2.5 Maintain contact with the Club's Legal Adviser to ensure that the Club's affairs are managed in accordance with current law.
- 2.2.6 Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

### **2.3 DUTIES OF THE HONORARY TREASURER**

The Honorary Treasurer shall:

- 2.3.1 Maintain an overview of the Club's financial affairs, and collaborate with the Club's book-keeper (who is employed to record and process day-to-day transactions, payroll etc) ensuring that proper records and procedures are maintained so as to give a true and fair view of the state of the finances of the Club.
- 2.3.2 Advise on the financial implications of any operational or strategic plans.
- 2.3.3 Present a monthly Income/Expenditure summary for Committee Meetings and a full Treasurer's Report for the Annual General Meeting.
- 2.3.4 Manage bank accounts and all banking, authorise payments, maintain a Petty Cash Account, issue cheques etc
- 2.3.5 Liaise with the Club's auditors and provide any documents or additional information they ask for generally and for their production of the Annual Accounts.

### **2.4 DUTIES OF THE HONORARY MEMBERSHIP SECRETARY**

The Honorary Membership Secretary shall:

- 2.4.1 Maintain a database of Club members' names and addresses and other contact details.
- 2.4.2 Administer all applications for new membership in line with the Constitution, ensuring that all appropriate fees are collected.
- 2.4.3 Administer and issue documentation for membership renewals for each calendar year ensuring that all appropriate fees are collected.
- 2.4.4 Monitor the issue and return of Launch Cards.
- 2.4.5 Conduct all correspondence relating to membership enquiries, changes of address, outstanding fees etc.

## **2.5 AUDITORS**

- 2.5.1 The Committee shall appoint a chartered accountant to audit the Club's affairs each year. The Club shall ratify the appointment of auditors at the Annual General Meeting in each year.
- 2.5.2 The Auditors shall audit the accounts of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee;

## **SECTION 3 – MEMBERSHIP**

### **3.1 CATEGORIES AND VOTES OF MEMBERSHIP**

Membership of the Club shall be open to anyone interested in the sport of boating on application without discrimination as long as the applicant will not bring the Club in to disrepute. However, limitation of membership according to available facilities may from time to time occur on a non-discriminatory basis.

There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder. The rights and privileges of each category of member are as defined in the Rules and amended by the latest edition of the Byelaws of the Club.

#### **3.1.1 A FULL MEMBER:**

Being a person, who, at the date of election, is over the age of eighteen years, who shall have one vote and shall pay the full subscription.

#### **3.1.2 A COMBINED / FAMILY MEMBER:**

Which expression shall include one or two parents or partners as may be and all children under the age of eighteen years of age or in continuous full time education. Each parent or partner aged eighteen years and over shall have one vote and together shall pay the Combined / Family subscription.

- 3.1.3 **A JUNIOR MEMBER** - being a person who, at the date of election, is between the age of eight and eighteen. He or she shall have no vote at general meetings. Such a member shall be one who, at the commencement of the subscription year, joins the Club other than as a Full Member or a Combined / Family Member. Those junior members who continue in full time education beyond the age of eighteen may continue to pay the junior subscription as the Committee sets from time to time. **EXCEPT THAT** a junior member over eighteen at the date of the

meeting shall have one vote. Such a member shall pay the junior subscription.

- 3.1.4 **A SINGLE ANCIENT MARINER MEMBER** being a person who at the date of election is over the age of seventy (70) years, has been in continuous membership of the Club for a minimum of ten (10) years and who has retired from active boating. They shall have one vote. They shall pay a reduced subscription of 50% of Full Single Membership
- 3.1.5 **A COMBINED ANCIENT MARINER MEMBER** at least one of the partners being; over the age of seventy (70) years, who has been in continuous membership of the Club for a minimum of ten (10) years and both partners having retired from active boating. Each partner shall have one vote. They shall pay a reduced subscription of 50% of Full Combined Membership
- 3.1.6 **AN HONORARY MEMBER** of the Club is a non-member who has made an outstanding contribution to the Club - who shall be nominated and elected in the manner described in rule 4.2.10 and shall have no vote. The subscription fee is waived. HONORARY MEMBERSHIP is for a period of one year and will include the nominee's spouse or partner (see Rule 4.2.10)
- 3.1.7 **AN HONORARY LIFE MEMBER** - who shall be nominated and elected in the manner described in rule 4.2.11 shall have one vote. The subscription fee is waived. The Honorary Life Members spouse or partner is also included in the nomination, (see Rule 4.2.11)
- 3.1.8 **A SOCIAL MEMBER** - There shall be no Social members.
- 3.1.9 **A TEMPORARY MEMBER** - Temporary membership is available to visiting sailors [boat owners] and members of RYA affiliated Clubs on the recommendation of a Section Secretary and Officer of the Club. Maximum term fourteen days in any year. Temporary members (except as in Rule 3.11) shall pay the current fee as set by the Committee. They may have use of the Club's facilities and may take part in events but they may not be awarded Club trophies. They may attend section meetings but have no voting rights.

## **3.2 ELECTION AND RETIREMENT OF MEMBERS**

### **3.2.1 CANDIDATES FOR ELECTION**

Every candidate for membership (except candidates for Honorary Membership) shall complete an application form and submit it to the

Honorary Membership Secretary of the Club together with the appropriate subscription and entrance fee.

No member may use the club premises or any of the facilities of the club until forty-eight hours have elapsed from the date of posting of notice of election. (Licensing Act Requirement)

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

### **3.2.2 APPLICATION FOR MEMBERSHIP**

An application for membership shall be in the form from time to time prescribed by the Committee and shall include the name and address of the candidate, along with any other data so desired.

### **3.2.3 ELECTION OF MEMBERS**

Upon receipt of an application for membership, the Honorary Membership Secretary shall forward details of the application to all Committee Members at least one week before a committee meeting. The election of all classes of members is vested in the Committee and shall be by a simple majority vote of votes cast at the relevant meeting of the Committee. The Honorary Membership Secretary shall inform each candidate in writing of the candidate's election or non-election. They shall furnish an elected candidate with a copy of the Constitution, Rules and Byelaws of the Club and make request for such payments as are necessary. From this point any person elected as a member of the Club shall be bound by the Constitution, Rules and Byelaws of the Club in force from time to time. (See rule 3.4.1).

### **3.2.4 PAYMENT OF FEES UPON ELECTION**

Upon election, a candidate shall pay, within one calendar month all outstanding fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay is shown.

### **3.2.5 RETIREMENT OF A MEMBER**

A member desirous of retiring from membership shall give notice in writing to the Honorary Membership Secretary before the last day of November and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the Committee may, at its discretion, excuse the payment of an Entrance Fee.

### **3.2.6 CESSATION OF MEMBERSHIP**

A member shall cease to be a member:

- i. Upon their death;
- ii. If they are convicted in a court of law and sentenced to a term of immediate imprisonment, provided that the

Committee may reinstate them subject to such conditions as it deems fit if they apply for such reinstatement

- iii. If their membership is terminated in terms of any other provision of this Constitution

### **3.3 MEMBERSHIP SUBSCRIPTION FEES**

The rate of Entrance 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 votes cast and shall become operative on the first day of January in the year following. The current rate of Entrance and Subscription fee shall be prominently displayed in the Club premises.

#### **3.3.1 BOAT PARK FEES**

Members shall also make the following annual payment:

The annual boat park contract fees 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 votes cast and shall become operative on the first day of January in the year following. The current rate for the Boat Park Fees shall be prominently displayed in the Club premises.

#### **3.3.2 LAUNCH FEE**

All members using the slipway who do not have a boat park contract shall pay an annual Launch Fee. The fee is payable on sailing and powerboats (excluding tenders) brought into the yard on a trailer only. The fee is payable per member and not per boat. The Committee will propose the fee to Members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of votes cast and shall come into force on the first day January the following year. The current rate for the Launch Fee will be prominently displayed in the Club premises.

#### **3.3.3. DATE OF PAYMENT OF ANNUAL FEES**

All members shall pay the Entrance Fee and their first Annual Subscription with their application for membership. The Boat Park Fee, where applicable, is payable within one month of approval by Committee. Thereafter fees are due on the first day of January in each year and no later than the 31<sup>st</sup> January. A member elected after the first day of October in any year shall not be required to pay any subscription in respect of the year of election, but shall pay, immediately after the AGM,



the Entrance Fee and the annual subscription in respect of the year following election.

A member has no voting rights until membership fees are fully paid.

### **3.3.4 ARREARS OF SUBSCRIPTION**

Any member paying after the 31<sup>st</sup> January shall incur an additional payment of such a sum as the Committee shall from time to time prescribe. The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other fees are more than one month in arrears provided that the Committee may, at its discretion, re-instate such members upon payment of arrears. No member whose annual payments are in arrears may use any of the Club's facilities, enter any Club event or regatta or vote at any meeting.

### **3.3.5 CESSATION OF MEMBERSHIP AND SUBSCRIPTION FEES**

A Member who has been expelled or suspended, or who has resigned during any year

i. Shall remain liable for such payments, fees, subscriptions and boat park fee charges still due and unpaid by him;

ii.

shall not be entitled to recover any sums by reason of the termination or suspension of their membership prior to the end of the current subscription year.

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### **3.3.6 NOTIFICATION CHANGE OF ADDRESS**

Every member shall furnish the Honorary 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. The transmission by electronic mail to such an e-mail address as is recorded in the Club's records shall also be deemed to have been duly delivered.

## **3.4 CONDUCT OF MEMBERS**

### **3.4.1 UNDERTAKING BY MEMBERS TO COMPLY WITH RULES AND BYELAWS OF THE CLUB**

Every member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, the Rules and the Byelaws of the Club. 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. [Reference Rule 3.2.3.]

### 3.4.2 **INDIVIDUAL BREACH OF DISCIPLINE**

If a member of the Club wishes to make a complaint against a fellow member regarding his conduct then the procedure set out below shall be followed.

A complaint in writing shall be submitted immediately to the Honorary Secretary outlining the grievance or incident. The statement shall be signed and dated by the complainant. If there are witnesses to the said incident, then they shall also supply a written statement signed and dated to the Honorary Secretary.

### 3.4.3 **DISCIPLINARY PROCEEDINGS AND THE EXPULSION OF MEMBERS**

In the event of a written complaint against a member of the Club being received by the Honorary Secretary, the Honorary Secretary shall adopt and institute proceedings outlined in **Appendix One - DISCIPLINARY PROCEEDINGS**

## 3.5 **GUESTS IN THE CLUB**

The Club Premises shall not be used by outside organisations without the prior approval of the Committee.

3.5.1 Members shall enter the names of all guests in the Visitor's Book. The same guest may not be introduced more than six times in one calendar year.

- The Committee shall allow a limited number of occasions, not exceeding ten in one year, when non-members may be served with intoxicating liquors during normal licensing hours.
- Exceptionally, the Committee may authorise the entry of a party of guests whose names shall be entered in the Visitor's Book in the usual manner.
- The Committee shall have full power to allow the lounge and the adjoining wet area of the Club's premises to be used by outside bodies for private functions between the 2nd of January and the 31st of December in any one year.
- **DAMAGE TO CLUB PROPERTY**

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 Committee, or by the Honorary Secretary upon the instruction of the Committee.

- **EXHIBITING OF NOTICES**

A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Honorary Secretary.

**3.8 SETTLEMENT OF ACCOUNTS**

A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Byelaw relating to the settlement of such indebtedness.

**3.9 SUGGESTIONS**

All suggestions shall be signed by the Member and placed in the Suggestions Box.

**3.10 COMPLAINTS RELATING TO THE MANAGEMENT OF THE CLUB PREMISES**

Complaints of any nature relating to the management of the Club premises or its affairs shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a member.

**3.11 MEMBERS OF OTHER R.Y.A. CLUBS**

A member of any Club affiliated to the RYA may be authorised to use the premises of the Club by any member of the Committee of the Club. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may use the premises.

**3.12 COMPETITORS IN CLUB RACES**

Any visitor who is a competitor or crew member in any race or contest sponsored by or on behalf of the Club is entitled to the use of the Club premises and to purchase intoxicating liquor for consumption on the premises by such person or his guest, within a period of 24 hours before and after the race or contest in which they are competing.

### **3.12.1 RYA RACE CHARTER**

Any person who is a competitor or crew member in any race or contest sponsored by or on behalf of the Club shall abide by the guidelines outlined in the **RYA RACE CHARTER**. [RYA Rule 69].

### **3.13 POWER TO EXPEL THOSE ADMITTED UNDER RULES 3.11 OR 3.12**

The Honorary Secretary or any other person who has received the authority of two members of the Committee may expel, temporarily or permanently, any visitor who has the right to the use of the Club premises only under Rules 3.11 and 3.12

### **3.14 APPLICATION OF THE RYA RACE CHARTER.**

The Committee or any Sub Committee appointed to run or organise a competitive event shall have at their disposal recourse to the **RYA RACE CHARTER** regarding RYA RULE 69 with respect to all disciplinary issues at the event.

### **3.15 LIMITATION OF CLUB LIABILITY**

Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

3.15.1 Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept that:

- i. The Club shall not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.
- i. The Club shall not accept any liability for personal injury arising out of the use of the Club premises and any other facilities of 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.

### **3.16 DATA PROTECTION ACT**

Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act.

### **3.17 COMMERCIAL OPERATIONS BY MEMBERS**

The Club facilities may not be used for commercial operations by members without the written consent of the Committee.

## **SECTION 4 - MANAGEMENT COMMITTEE**

### **4.1 CONSTITUTION OF COMMITTEE**

The Management Committee (herein referred to as 'the Committee') shall consist of the Officers of the Club, the retiring Commodore as an Ex officio member, Section Secretaries, Yardmaster, the Club RYA Training Principal and three Members of the Club elected at the Annual General Meeting each year, to hold office until the termination of the next following Annual General Meeting. In addition, the Committee shall also have an elected representative of the Junior members and children of Combined /Family members within the ages of eight and eighteen (or in full time education) who shall have the same voting right as the other members of the Committee.

#### **4.1.2 CANDIDATES FOR ELECTION TO COMMITTEE**

Candidates for election to the Committee (not being Officers of the Club, Section Secretaries or the Yardmaster) shall be those members of the retiring Committee, who have served less than the last three consecutive years, offering themselves for re-election, duly proposed and seconded in writing by Members and such other Members whose nominations (duly proposed and seconded in writing by Members of the Club) with their consent shall have been received by the Honorary Secretary at least twenty eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted in the Club premises at least fourteen days prior to the date of the Annual General Meeting.

#### **4.1.3 YOUTH CANDIDATE FOR ELECTION TO COMMITTEE**

Those Junior Members below the age of eighteen and children of Members within the ages of eight and eighteen (or in full time education) shall elect from amongst themselves a youth representative to the Committee of the Club, that representative shall be over the age of sixteen years and shall have the same right to vote as a full member of the Committee of the Club. (See rule 4.1). Such nominations, together with the names of the Proposer and Secunder shall be posted in the Club

premises at least fourteen days prior to the date of the Annual General Meeting.

#### **4.1.4 ELECTION OF COMMITTEE BY BALLOT**

If the number of Candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.

#### **4.1.5 NO CONTEST FOR ELECTION**

If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of votes cast at the Annual General Meeting, and entitled to vote, vote in favour of such election

#### **4.1.6 EQUALITY OF VOTES**

In the event of a ballot failing to determine the members of the Committee 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.

#### **4.1.7 CASUAL VACANCY**

If, for any reason, a casual vacancy shall occur, the Committee may co-opt a Member to fill such a vacancy until the next following Annual General Meeting.

#### **4.1.8 RETIRING COMMODORE EX OFFICIO**

A retiring Commodore shall serve as an ex officio member of the Committee in the year immediately following his retirement.

#### **4.1.9 COMMITTEE MEETINGS**

The Committee shall meet at least every two months, unless exceptional circumstances arise all committee meetings must be held in the Clubhouse, The Patch, Gwbert making such arrangements as to the conduct, and holding of such meetings as it may wish. The Commodore, Vice-Commodore or in their absence a Chairman elected by those present, shall preside. Either the Section Rear Commodore or the Section Secretary of each Section will attend Committee meetings.

#### **4.1.10 VOTING AT COMMITTEE**

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 Chairman (as the case may be) shall have a second and casting vote.

#### **4.1.11 QUORUM**

Five members personally present shall form a quorum at a meeting of the Committee. In the absence of the Honorary Secretary one member shall act as the secretary for the purpose of recording the Minutes of the meeting.

#### **4.1.12 A PERSON CEASES TO BE A MEMBER OF THE MANAGEMENT COMMITTEE WHEN:**

- i. They fail to attend 60% of possible Committee meetings over 12 months unless extenuating circumstances shall apply.
- ii. They cease to be a member of the Club.
- iii. They resign from office.
- iv. They become insolvent or assigns their Estate for the benefit of their creditors.
- v. They are convicted in a court of law and sentenced to a term of immediate imprisonment.
- vi. Dereliction of duty as deemed by a decision supported by three-quarters of the Committee members.

### **POWERS OF THE COMMITTEE**

#### **4.2 MANAGEMENT OF CLUB BY COMMITTEE**

The Committee shall manage the affairs of the Club according to the Rules and Byelaws 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 General Meeting.

##### **4.2.1 POWERS TO MAKE BYELAWS**

The Committee shall make such Byelaws as it shall from time to time think fit and shall cause the same to be exhibited in the Club premises for

fourteen days before the date of implementation. Such Byelaws shall remain in force until approved or set aside by a vote at a General Meeting of the Club.

#### **4.2.2 PUBLICATION OF RULES AND BYE-LAWS:**

All Rules and Byelaws in force shall be prominently displayed in the Club premises.

#### **4.2.3 APPOINTMENT OF SUB-COMMITTEES**

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 law. Such Sub-Committees shall consist of such members of the Committee or of the Club as the Committee may think fit. Officers of the Club shall be ex-officio members of all such Sub-Committees.

#### **4.2.4 AUTHORITY TO UNDERTAKE AND SANCTION PAYMENT OF A PROJECT**

All Sub-Committees shall have the approval of the Committee before undertaking any project and shall be satisfied that the work has been completed to their satisfaction before recommending payment for the said project. Final payment to contractors should be authorised by full Committee once all statutory authorisations and / or certificates of compliance have been received.

#### **4.2.5 AUTHORITY TO PLEDGE CREDIT**

The bar steward and specified officers have authority to pledge the Club's credit only to the limit agreed by the Committee for that year. These specified officers of the Club shall be determined by the Committee from time to time as is thought fit.

#### **4.2.6 AUTHORITY TO BORROW MONEY FOR CAPITAL PROJECTS**

In the event of the Committee wishing to borrow money to fund a bona fide capital project for the Club, it shall first seek the express authority of the membership at a General Meeting.

#### **4.2.7 DISCLOSURE OF INTEREST TO THIRD PARTIES**

A member of the Committee, of 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.



#### **4.2.8 LIMITATION OF MEMBERS LIABILITY**

The Committee, or any person or Sub-Committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only so far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, pledge the credit of the membership.

#### **4.2.9 MEMBERS' INDEMNIFICATION OF COMMITTEE**

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.

The limit of any individual member's indemnity in this respect shall be a sum equal to one years' subscription at the then current rate for that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

#### **4.2.10 NOMINATION OF HONORARY MEMBERS BY COMMITTEE**

The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not however, at any time, exceed **six** in number.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year, and such Honorary Members shall be duly elected if two thirds of votes cast vote in favour of election. The spouse or partner of an Honorary Member shall be deemed to enjoy the same privileges as the Honorary Member.

#### **4.2.11 NOMINATION OF HONORARY LIFE MEMBERS BY COMMITTEE**

The Committee may nominate for election at an Annual General Meeting such Honorary Life Members as the Committee may think fit.

The election of Honorary Life Members shall be put to the vote at the Annual General Meeting each year, and such Honorary Life Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

The spouse or partner of an Honorary Life Member shall be deemed to enjoy the same privileges as the Honorary Life Member and such

privileges shall extend to any surviving spouse or partner following the death of the Honorary Life Member.

#### **4.2.12 PURCHASE AND SUPPLY OF EXCISABLE GOODS**

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 Committee, or of a special Sub-Committee appointed by the Committee.

Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules and, Byelaws for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may a Junior Member under the age of sixteen purchase or attempt to purchase tobacco or cigarettes within the Club premises.

#### **4.2.13 HOURS OF SALE OF EXCISABLE GOODS**

Subject to the requirements of the Licensing Authorities, the Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Junior Members as aforesaid): PROVIDED THAT Visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

#### **4.2.14 PROFITS FROM SALE OF EXCISABLE GOODS**

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 sale 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.

#### **4.2.15 ACCOUNTS RELATING TO EXCISABLE GOODS**

Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Secretary, Honorary Treasurer or Auditors 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.

#### **4.2.16 EMPLOYMENT OF STAFF**

To appoint and terminate the employment of staff for the Club and to arrange their conditions of employment and remuneration.

### **SECTION 5 – TRUSTEES**

#### **5.1 NUMBER OF AND TERMS OF REFERENCE**

There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Combined/Family, Ancient Mariner Members or Honorary Life Members who are willing to be so appointed. A Trustee shall hold office during their lifetime or until they shall resign, by notice in writing given to the Committee, or until a resolution removing them from office shall be passed at a meeting of the Committee by a majority comprising two thirds of votes cast.

#### **5.2 PROPERTY OF CLUB VESTED IN TRUSTEES**

All the property of the Club, including land and investments, shall be held by the trustees for the time being in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee, the Committee shall nominate a new Trustee in their place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he shall by Deed duly appoint the person or persons so nominated by the Committee.

#### **5.3 POWERS OF TRUSTEES**

The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

## **5.4 INDEMNITY OF TRUSTEE FROM CLUB**

The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation of any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

### **5.4.1 LIMITATION OF LIABILITY OF CLUB TRUSTEES**

The liability of the Trustees 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.

**(To be incorporated in every contract, lease, license or other agreement entered into by the Trustees of the Club).**

## **SECTION 6 - MEETINGS OF THE CLUB**

### **6.1 ANNUAL GENERAL MEETING**

An Annual General Meeting of the Club shall be held each year before the end of November on a date to be fixed by the Committee. The Honorary Secretary shall, at least fourteen days before the date of such meeting or any General Meeting as herein after mentioned, post or deliver to each member notice thereof and of the business to be brought forward thereat or, with the approval of the Committee, display such notice on the Club notice board. Unless exceptional circumstances arise all meetings of the Club must be held in the Clubhouse, The Patch, Gwbert.

### **6.2 BUSINESS AT ANNUAL GENERAL MEETING**

No business, except the passing of the accounts and the election of the Officers, Committee and Auditors, and any business that the Committee may order to be inserted in the notice convening the meeting, shall be discussed at such meeting unless notice thereof is given in writing, proposed and seconded, by members entitled to vote, to the Honorary Secretary at least forty two days before the date of the Annual General Meeting. In the event of the AGM failing to elect at least two thirds of management committee posts (including officers, section secretaries, yardmaster and committee members), existing post-holders of un-elected

posts will be asked to continue until elections are held again for those posts in an extraordinary General Meeting. The extraordinary General Meeting must be held within two calendar months of the AGM. The Annual General Meeting shall include as a minimum:

- 6.2.1 Presentation of the annual report of the outgoing Committee
- 6.2.2 Presentation of the financial statements for the preceding financial year ended 30<sup>th</sup> September
- 6.2.3 Election of Officers for the ensuing year
- 6.2.4 Election of Section Secretaries and Yardmaster for the ensuing year
- 6.2.5 Election of the Committee for the ensuing year
- 6.2.6 Election of Honorary Life members and Honorary members, if any
- 6.2.7 Proposal for Honoraria to the Honorary Secretary, Honorary Treasurer and Honorary Membership Secretary.
- 6.2.8 Proposal of the entrance fee, subscription fees, boat park and launch fees for the year commencing the 1<sup>st</sup> January in accordance with the provisions of Rules 3.3, 3.3.1 & 3.3.2
- 6.2.9 Confirmation of the Club's Auditors
- 6.2.10 Confirmation of the Club's Legal Representative
- 6.2.11 Confirm or set aside any Rule or Byelaw created by the outgoing Committee

### **6.3 SPECIAL GENERAL MEETING**

The Committee may at any time, upon giving twenty one days notice in writing, call a General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.

### **6.4 GENERAL MEETING UPON REQUEST OF MEMBERS**

The Committee shall similarly call a General Meeting upon a written request addressed to the Honorary Secretary by at least twelve members. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

## **6.5 CHAIRMAN AT MEETINGS**

At every meeting of the Club the President or the Commodore or the Vice Commodore or, in their absence, a Chairman elected by those present shall preside.

## **6.6 QUORUM AT MEETINGS**

Fifteen members entitled to vote and personally present shall form a quorum at any meeting of the Club.

## **6.7 ENTITLEMENT TO VOTE AT MEETINGS**

Only Full, Combined/Family, Single Ancient Mariner, Combined Ancient Mariner and Honorary Life Members shall vote at any Meeting of the Club. The Junior Representative on the Committee shall also be entitled to one vote.

## **6.8 VOTING AT MEETINGS**

Voting, except upon election of officers and members of the Committee, shall be by show of hands.

### **6.8.1 EQUALITY OF VOTES**

In the case of equality of Votes the Chairman shall have a second or casting vote.

### **6.8.2 VOTING ON RULE CHANGE**

On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule or Byelaw of the Club, such Rule 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 7 – DISSOLUTION**

**7.1** The members may vote to wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened general meeting.

**7.2** The Committee shall then be responsible for the orderly winding up of the Club's affairs.

If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities and 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 objects similar to the objects 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 some charitable object.

## **SECTION 8 - RIGHTS AND PRIVILEGES OF MEMBERS**

### **8.1 RIGHTS AND PRIVILEGES OF MEMBERS**

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

- 8.1.1 A **FULL MEMBER** shall have the full use of all the Club facilities.
- 8.1.2 A **COMBINED/FAMILY MEMBER**, his/her spouse or partner and all children under the age of eighteen or in continuous full-time education shall have the full use of all the Club facilities subject only to Rule 4.2.12 and any Byelaws affecting children under the age of fourteen.
- 8.1.3 A **JUNIOR MEMBER** shall have the full use of the entire Club facilities subject only to Rule 4.2.12 and any Byelaws affecting children under the age of fourteen.
- 8.1.4 A **SINGLE ANCIENT MARINER MEMBER** shall have full use of all the Club facilities.
- 8.1.5 A **COMBINED ANCIENT MARINER MEMBER** shall have full use of the Club facilities.
- 8.1.6 AN **HONORARY MEMBER** shall have the full use of all the Club facilities.
- 8.1.7 AN **HONORARY LIFE MEMBER** shall have the full use of all the Club facilities.
- 8.1.8 A **TEMPORARY MEMBER** (which expression may include members of another RYA affiliated Club or organisation) shall have the full use of all the Club facilities but:

- i. Shall have no right to enter Club races or regattas unless specifically authorised by the Honorary Secretary or Committee.
- i. Shall have no right to introduce visitors to the Club or the facilities thereof.
- i. Shall have no right to take any part in the management of the Club.
- i. Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and Byelaws as if they were a member of the Club and as far as the said Rules and Byelaws may be deemed to apply to such Temporary Member.
- i. Shall be liable to be expelled from the Club premises or prohibited from using Club facilities if, in the opinion of the Honorary Secretary, they shall not have reasonably complied with the above conditions.

## **8.2 LIVE-ABOARDS:**

- 8.2.1 No person (including any member of the Club), may live on board any vessel, caravans/motormomes or vehicle on Club premises without the permission of the Committee.
- 8.2.2 Live-aboard fees may be charged. Such fees shall be determined by the Committee, at its sole discretion, from time to time.

## **SECTION 9 MANAGEMENT OF THE BOATYARD**

### **9.1 ANNUAL BOAT PARK CONTRACT**

Before a boat and/or trailer is left on Club land, a completed annual boat park contract and the appropriate fee shall have been received by the Honorary Membership Secretary and approved by Committee. The vessel and/or trailer is to be the undisputed property of a fully paid up member of the Teifi Boating Club.

### **9.2 VESSEL AND TRAILER IDENTIFICATION**

There shall be clear identification markings on the vessel and trailer, which reproduce the details provided in the annual boat park



### **9.3 ALLOCATED SPACE**

The boat and/or trailer shall be parked only in the position allocated to it by the Yardmaster acting for the Committee. From the time of allocation the area occupied by the trailer and/or boat shall be maintained in a tidy and seamanlike manner by the owner of the boat.

### **9.4 THE ANNUAL BOAT PARK CONTRACT IS VESSEL SPECIFIC**

The annual boat park contract is vessel specific and is not transferable.

### **9.5 THIRD PARTY INSURANCE COMPLIANCE**

All boats shall carry Third Party Insurance while stored in the boat park of at least £2,000,000.

### **9.6 REMOVAL OF UNUSED BOATS**

Any boat that is not used on the water for two consecutive years shall be removed from Club land at the end of the second season (unless exceptional circumstances are proved to the Committee). The Club Committee has the right to remove or dispose of any boat or trailer on Club land that does not comply with these Rules.

#### **9.6.1 ADDITIONAL FEES FOR BOATS UNUSED IN ANY ONE YEAR**

Any boat owner that does not use their boat on the water in any one year – 1 January to 31 October - will be liable for an additional fee equivalent to the annual boat park fee for that year.

9.6.2 A new boat park contract will not be issued until all outstanding fees have been settled and or all obligations of members complied with.

### **9.7 LOSS AND/OR DAMAGE TO BOAT OR TRAILER**

The Club shall not be held liable for loss or damage to any boat and/or trailer on Club land whether or not complying with these Rules.

### **9.8 ABANDONED BOATS, TRAILERS OR LAUNCHING TROLLEYS**

In addition to the powers given to the Committee under Rule 3.3.3 and Rule 4.2.1 hereof if, at any time, any fees payable to the Club by any member or former member shall be three months or more in arrears and

a vessel, trailer or launching trolley, the property of a member or former member, remains upon the Club premises, the Committee may:

i. Move the vessel, trailer or launching trolley to any other part of the Club premises without being liable for any loss or damage to the Vessel, trailer or launching trolley howsoever caused.

ii Give three months notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel, trailer or launching trolley and deduct any monies due to the Club (whether by way of arrears of subscription or annual payments, boat park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member. (Torts (Interference of Goods) Act 1977

iii Alternatively, if the vessel, trailer or launching trolley is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel, trailer or launching trolley in any manner the Committee may think and deem the cost of doing so and any arrears as aforesaid to be a debt owing to the Club by the member or former member.

iv Further, the Club shall at all times, have a lien over members' or former members' vessel, trailer or launching trolley parked on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of annual boat park fees or subscriptions or otherwise and shall be entitled to retain possession of the vessel or trailer or launching trolley until such time as all monies due to the Club have been paid in full.

***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 vessel is sold the proceeds of sale (less any indebtedness by the member or former member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

**SECTION 10 BYELAWS**

**10.1 DRESS CODE**

A reasonable standard of dress shall be observed in the lounge.

## **10.2 CONTROL OF DOGS**

No dogs (except service dogs) may be brought into the Clubhouse. Elsewhere on Club premises dogs must be kept under their owners control at all times.

## **10.3 ADMITTANCE OF CHILDREN**

Children under fourteen years of age may only be allowed to remain in the Club after 22.00 hours provided that they are under the supervision of an adult

## **10.4 CONTROL OF CAR PARKING**

Cars may only be parked in areas designated for parking so as not to cause an obstruction.

## **10.5 OPENING OF CLUB PREMISES**

The Club premises shall be open to members at such times, as the Committee shall direct and such times shall be prominently displayed in the Clubhouse.

## **10.6 GAMING MACHINE**

The gaming machine may only be used in compliance with the current legislation

**Appendix One - DISCIPLINARY PROCEEDINGS  
(Reference rule 3.4.3 DISCIPLINARY PROCEEDINGS AND THE  
EXPULSION OF MEMBERS)**

In the event of a written complaint against a member of the Club being received by the Honorary Secretary, the Honorary Secretary shall acknowledge the receipt of that complaint in writing.

The complaint shall then be dealt with as part of the business at the next full Committee meeting. If it is the opinion of the Committee that the complaint is a breach of Club discipline or Rules, a letter shall be sent to the accused member. The letter shall request an explanation of the member's conduct and may include a request to resign. The member who is subject to this procedure has 28 days in which to reply in writing, to the Honorary Secretary.

At the following full Committee meeting the Committee adopts the following routes:

- In the event of a minor misdemeanour, a letter offering a full apology to all parties is received then that letter is recorded in the Minutes and a copy appended to the Club notice board for the members. The matter is then adjudged closed.
- If the member refuses to respond to the Committee's letter then the Committee shall automatically terminate the membership of that member.
- If the Committee deems it a serious breach of discipline or the issue is disputed, the alleged incident shall be placed before the Disciplinary Sub-Committee. [Authority for this comes from Rule 4.2.3]
- The Honorary Secretary shall write to all parties notifying them of their actions.

**Procedures for Sub-Committees**

There shall be a Disciplinary Sub-Committee which shall:

- 1.1 Consist of four full Committee members and the Vice-Commodore who shall act as the Chair of the Disciplinary Sub-Committee. One member of the Disciplinary Sub-Committee shall be appointed to minute the meeting. In the event of a Committee member being directly involved in the disciplinary incident then they may not sit upon the Disciplinary Sub-Committee. Additional members of the Disciplinary Sub-Committee may be appointed by the Committee from time to time from amongst the Members of the Club aged eighteen years and over. Decisions shall be taken on a simple majority.

- 1.2 Have power to inquire into and decide on charges against members, and to impose such penalty, including fines, as they deem fit including the right to suspend or expel Members who have duly been found guilty of –
  - i A wilful breach of the provisions of this Constitution, Rules or of the Byelaws of the Club;
  - ii Conduct prejudicial to the interests or reputation of the Club; or
  - iii Conduct unbecoming a member; or
  - iv Non-payment of any amount owing by a Member to the Club including any fine imposed by the Disciplinary Sub-Committee;
- 1.3 Have power to summarily suspend a Member pending an enquiry if the Disciplinary Sub-Committee considers that the circumstances warrant such a suspension provided that the enquiry in terms of 1.2 shall in that event take place within ten days of such a suspension.
- 1.4 Each incident shall be judged upon its merits and the Disciplinary Sub-Committee shall communicate their adjudication in writing to the Committee, the accused and the complainant including any penalty that might be imposed.
- 1.5 The Committee shall document the disciplinary decision in the Minutes of the following meeting.
- 1.6 All members shall render reasonable assistance to the Disciplinary Sub-Committee (including a person appointed by it) in investigating and deciding on disciplinary matters.
- 1.7 An appeal may be lodged from any decision or order made by the Disciplinary Sub-Committee to the Committee, provided that –
  - i A notice of appeal shall be lodged with the Honorary Secretary within seven (7) days of the date of the decision or order appealed against;
  - ii The members of the Appeal Sub-Committee who consider the appeal were themselves:
    - a. Not members of the Disciplinary Sub-Committee
    - b. Not directly involved in the disciplinary incident.
  - iii The quorum at the hearing of such appeal shall be five (5).

The Commodore shall act as the Chair of the Appeal Sub-Committee. One member of the Appeal Sub-Committee shall be appointed to minute the meeting. Additional members of the Appeal Sub-Committee may be appointed by the Committee from time to time from amongst the Members of the Club aged eighteen years and over. Decisions shall be taken on a simple majority

- 1.8 The Appeal Sub-Committee shall have the power to confirm, alter or set aside, in any manner whatever, any such decision or order.
- 1.9 Each incident shall be judged upon its merits and the Appeal Sub-Committee shall communicate their adjudication in writing to the Committee, the accused and the complainant including any penalty that might be imposed.
- 1.10 The Committee shall document the Appeal Sub-Committee decision in the Minutes of the following meeting
- 1.11 A member expelled or suspended shall have no rights of access to any Club premises or use of Club facilities. In the case of expulsion any property including boat(s) and/or trailer(s) shall be removed from Club premises within one (1) calendar month. In the case of suspension there shall be no right of access or use of Club facilities within the period of suspension. Boat(s) parked within Club premises can only be accessed with the prior consent of the Yardmaster.
- 1.12 All disciplinary hearings will take place within the confines of the Clubhouse at The Patch, Gwbert, Cardigan.

**Appendix Two  
CLUB INSIGNIA**

**Describes the Club Insignia and Logo.**



The Club motif/logo shall consist of the letters TBC of which the letter T resembles the shape of an anchor. The Club's name shall appear above or below the logo and its colour may vary depending upon its use: examples of which shall be retained with the Club records for reference purposes.

The Club flag shall consist of a gold Club motif and a white swan superimposed on a navy blue background. A pennant or burgee will be of the same design but differ in shape and size: an example of which shall be retained with the Club records for reference purposes.

The Club tie shall consist of a gold Club motif on a navy blue background, examples of which shall be retained with the Club records for reference purposes.

## **Appendix Three Definition of Important Terms**

**Honorary Life members** shall consist of members who have rendered distinguished service to boating or the Club and who, on the recommendation of the Committee, have been elected as such by the Club in an annual general meeting. **Honorary Life members** shall have all the rights and obligations of Ordinary members save that they shall be exempted from all further liabilities for subscriptions. Any reference to “ordinary members” in this Constitution or any Byelaws made there under shall be deemed to include a reference to Life members save in so far as it relates to an obligation to pay subscriptions.

**Honorary members** shall consist of persons who have been proposed for such membership by the Committee and voted for at the annual general meeting for no more than a year at a time for good cause. This category applies to non-members. Hon’ members have no voting rights.

**Honorary Secretary/Honorary Treasurer/Honorary Membership Secretary**  
– As we do not have paid officers of the Club they are referred to as Honorary  
.....

**President** – President is an Officer of the Committee. They have voting rights in Committee. They can vote at an AGM or an EGM as a member of the Club and with a casting vote as chairperson of a meeting.

**The Flag Officers**, being the Commodore, Vice-Commodore and three Rear-Commodores, one of whom shall be ranked as Rear-Commodore Ladies, another as Rear-Commodore Power and the third as Rear-Commodore Sailing.

An **Ex Officio** Member – an example being the retiring commodore within one year of their retirement has no voting rights in Committee.

**Entrance Fee** – Is equivalent to a joining fee. The sum is confirmed at the AGM and is applied to any category of membership except Junior members.

**Subscription** – Is the sum confirmed at the AGM and is dependent upon the category of membership.

**Boat Park Fees** – Is the sum confirmed at the AGM and is dependent upon the category of boat.

**Lien** - (legal term) a legal charge upon real or personal property for the satisfaction of some debt or duty.

**Youth**; is not to be confused with Junior membership although that may well be the category of membership applicable to such an individual. Youth designation



is relevant to training and competitive status in the context of the Club and the promotion of our sport within that sector of the community.