

DOVEY YACHT CLUB / CLWB HWYLIO DYFI

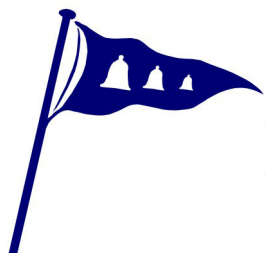
ARTICLES OF ASSOCIATION

AND

BYE LAWS

JULY 2015

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**



**ARTICLES OF ASSOCIATION
OF
DOVEY YACHT CLUB / CLWB HWYLIO DYFI (THE "CLUB")**

JULY 2015

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PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1.1 The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Club.

1.2 In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006;

AGM means an annual general meeting of the Club;

Articles means these articles of association, and **Article** refers to a particular provision in them;

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

Bye Laws means bye laws of the Club from time to time proposed by the directors and approved by the Members in accordance with Article 14.4.2;

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

Club means the company regulated by these Articles;

Club Member means every person who agreed to become a company member of the Club and whose name is entered in the Club's register of members, in accordance with section 112 of the Act, and **Club Membership** shall be interpreted accordingly;

Companies Acts	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Club;
director	means a director of the Club, and includes any person occupying the position of director, by whatever name called;
electronic means	has the meaning given in section 1168 of the Act;
Finance Acts	means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation relating to CASCs;
Member	means all members of the Club, whether Club Members or Associate Members, and Membership shall be interpreted accordingly;
Officers	has the meaning given in Article 7.1;
ordinary resolution	means a resolution passed by a simple majority of the Club Members;
sailing and other water borne activities	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means;
Secretary	means the company secretary of the Club, if appointed;
special resolution	means a resolution of the Club Members passed by a majority of not less than 75%; and
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 In these Articles, unless the context otherwise requires:

- 1.3.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;
- 1.3.2 words in the singular shall include the plural and in the plural shall include the singular; and
- 1.3.3 a reference to one gender shall include a reference to the other gender.

- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 LIABILITY OF CLUB MEMBERS

- 2.1 The liability of each Club Member is limited to £10, being the amount that each Club Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Club Member or within one year after he ceases to be a Club Member, for:
- 2.1.1 payment of the Club's debts and liabilities contracted before he ceases to be a Club Member;
- 2.1.2 payment of the costs, charges and expenses of winding up; and
- 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2: OBJECTS & POWERS

3 OBJECTS

- 3.1 The Club is established for the following purposes:
- 3.1.1 to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as Dovey Yacht Club;
- 3.1.2 to promote and facilitate community participation in healthy recreation by the provision of facilities for the sport of sailing and other water borne activities; and
- 3.1.3 to provide social and other facilities for Members as may from time to time be determined by the directors.

4 POWERS

4.1 In pursuance of the objects set out in Article 3.1, the Club has the power to:

- 4.1.1 establish, maintain and conduct a club for sailing and other water borne activities;
- 4.1.2 promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and regattas for the purpose of competitive sailing and other water borne activities and to offer, give, or contribute towards prizes, medals, and awards;
- 4.1.3 provide advice or information;
- 4.1.4 co-operate with other bodies;
- 4.1.5 accept gifts and raise funds;
- 4.1.6 borrow money;
- 4.1.7 give security for loans or other obligations;
- 4.1.8 acquire or hire property of any kind;
- 4.1.9 let or dispose of property of any kind;
- 4.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 4.1.11 deposit or invest its funds in any manner;
- 4.1.12 delegate the management of investments to a financial expert;
- 4.1.13 insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 4.1.14 employ paid or unpaid agents, staff or advisers;
- 4.1.15 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.16 establish or acquire subsidiary companies; and
- 4.1.17 do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

5 CLUB BURGEE AND AFFILIATION

5.1 The burgee of the Club shall be three white bells on a dark blue background.

5.2 The Club shall be affiliated to the Royal Yachting Association.

PART 3: DIRECTORS

6 DIRECTORS

- 6.1 The directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.
- 6.2 Directors are elected by the Club Members or co-opted by the directors, in accordance with any procedures set out in the Bye Laws.
- 6.3 A director's term of office automatically terminates if he or she:
- 6.3.1 ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 6.3.2 is absent without permission from three consecutive meetings of the directors and is asked by a majority of the other directors to resign;
 - 6.3.3 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 6.3.4 resigns by written notice to the directors (but only if at least two directors will remain in office); or
 - 6.3.5 is removed by the Club Members.

7 OFFICERS & SECRETARY

- 7.1 The officers of the Club are the Commodore, Vice-Commodore, Rear-Commodore, Treasurer, and Secretary (the **Officers**), all of whom must be Club Members and must also meet any other conditions and comply with any duties and responsibilities set out in any Bye Laws.
- 7.2 Officers shall be elected by the Club Members at the AGM each year. All Officers shall hold office from the conclusion of the AGM in which they are appointed until the conclusion of the AGM the following calendar year. All Officers shall be eligible to stand for re-election.

8 DIRECTORS' PROCEEDINGS

- 8.1 The directors must hold at least three meetings each year.
- 8.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and, unless otherwise fixed, it is three.
- 8.3 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants.

- 8.4 The Commodore or (if the Commodore is unable or unwilling to do so) some other director chosen by the directors present presides at each meeting.
- 8.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the directors (other than any conflicted director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 8.6 Every director has one vote on each issue and, in case of equality of votes, the chairman of the meeting has a casting vote.
- 8.7 A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

9 DIRECTORS' POWERS

- 9.1 The directors may exercise any powers of the Club which are not reserved to the Club Members.
- 9.2 The directors may delegate any of their functions to committees consisting of two or more individuals appointed by them on such terms as they think fit. At least one member of every committee must be a director and all proceedings of committees must be reported promptly to the directors.
- 9.3 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 9.4 The power of the directors to borrow any sum which exceeds the total income of the Club shall be reserved to the Club Members to determine at a general meeting. The total income of the Club shall be calculated as being the gross income of the Club as shown in the last annual statement of account provided that in the period of two years from the date of incorporation the total income of the Club shall be deemed to be twenty thousand pounds £20,000.

10 DIRECTORS' REMUNERATION AND EXPENSES

- 10.1 Directors may undertake any services for the Club that the directors decide. Directors are entitled to such remuneration as the directors determine for their services to the Club as directors and for any other service which they undertake for the Club.
- 10.2 The Club may pay any reasonable expenses which the directors properly incur in connection with the discharge of their responsibilities in relation to the Club.

11 CONFLICTS OF INTEREST

- 11.1 The directors may, in accordance with the requirements set out in Article 11.2, authorise any situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 11.2 Any authorisation under Article 11.1 shall be effective only if:
- 11.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors;
 - 11.2.2 any requirement as to the quorum is met without counting the interested director; and
 - 11.2.3 the matter was agreed to without the interested director voting or would have been agreed to if the interested director's vote had not been counted.
- 11.3 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interests which has been authorised by the directors in accordance with these Articles or by the Club Members in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.4 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Club in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 11.5 Where the number of non-conflicted directors is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be all the disinterested directors.
- 11.6 When all the directors of the Club are conflicted, the Club shall pass the conflict to the Club Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

12 APPLICATIONS FOR MEMBERSHIP

- 12.1 Membership is open to any individual interested in the sport of sailing and other water borne activities. Membership is not transferable.
- 12.2 No person shall become a Member unless:
- 12.2.1 that person has completed an application for Membership in a form approved by the directors from time to time; and
 - 12.2.2 the directors have approved the application.
- 12.3 Membership is also subject to any subscriptions or affiliation fees that may be set by the directors from time to time.
- 12.4 Every person who, at the date of incorporation of the Club, had paid a subscription fee to, and was a full member (having all the rights and privileges of full membership) of, the unincorporated club known as Dovey Yacht Club referred to in Article 3.1.1, and who, on or before 1 January 2016, or during such extended period as the directors may determine, signs and delivers to the Club the form of Membership prescribed by the directors, shall be a Member of the Club from incorporation.
- 12.5 The directors may establish different classes of Membership, and decide who will be eligible for admission to them and what their rights and obligations will be.

13 TERMINATION OF MEMBERSHIP

- 13.1 A Member may withdraw from Membership by giving 7 days' notice to the Club in writing.
- 13.2 A person's Membership terminates when that person dies or ceases to exist.
- 13.3 The directors may terminate the Membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the directors:
- 13.3.1 he is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute;
 - 13.3.2 he has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - 13.3.3 he has failed to observe the terms of these Articles and any Bye Laws from time to time.

13.4 If the directors wish to terminate a person's Membership in accordance with Article 13.3, they must give notice to that Member and provide the Member with the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration.

13.5 A Member whose Membership is terminated under Article 13.3 shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.

14 GENERAL MEETINGS

14.1 Club Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting).

14.2 The Club must hold a general meeting as an AGM in each year in addition to any other general meetings in that year, and must specify the meeting as the AGM in the notices calling it. The first AGM must be held within 18 months after the Club's incorporation.

14.3 At the AGM Members must:

14.3.1 receive the accounts of the Club for the previous financial year;

14.3.2 receive a written report on the Club's activities;

14.3.3 elect directors to fill the vacancies arising; and

14.3.4 appoint reporting accountants or auditors for the Club.

14.4 Members may also, from time to time:

14.4.1 discuss and determine any business put before them by the directors or set out in a valid request by the Club Members to call a general meeting pursuant to Article 14.5; and

14.4.2 in particular, consider and determine whether to approve any Bye Laws put before them by the directors, which are consistent with the these Articles and the Act, to govern:

(a) classes and conditions of Membership;

(b) the entrance fees, subscriptions and other fees or payments to be made by Members and guests;

(c) the procedures for dealing with disciplinary action against Members, and/or for the expulsion of Members, and/or for refusals to renew Membership;

- (d) the procedures for general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by the Articles; and
 - (e) matters relating to the use of the Club's premises.
- 14.5 A general meeting may be called by the directors at any time and must be called within 21 days of a written request from at least 10% of the Club Membership or (where no general meeting has been held within the last year) at least 5% of the Club Membership.
- 14.6 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if any resolutions are to be proposed) setting out the terms of the proposed resolutions.
- 14.7 There is a quorum at a general meeting if the number of Club Members present in person or by proxy is at least twenty-five.
- 14.8 The chairman at a general meeting is elected by the Club Members present in person or by proxy in his/her capacity as a Club Member and not as proxy for another Club Member.
- 14.9 Every Club Member present in person or by proxy has one vote on each issue.
- 14.10 Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 14.11 A technical defect in the appointment of a Club Member of which the Club Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Club Members.

PART 5: ADMINISTRATIVE ARRANGEMENTS

15 RECORDS AND ACCOUNTS

- 15.1 The directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:
 - 15.1.1 annual returns;
 - 15.1.2 annual reports; and
 - 15.1.3 annual statements of account.

- 15.2 The directors must also keep records of:
- 15.2.1 all proceedings at meetings of the directors;
 - 15.2.2 all resolutions in writing;
 - 15.2.3 all reports of committees; and
 - 15.2.4 all professional advice obtained.
- 15.3 Accounting records relating to the Club must be made available for inspection by any director at any time during normal office hours and may be made available for inspection by Members who are not directors if the directors so decide.
- 15.4 A copy of the Club's constitution and latest available statement of account must be supplied on request to any director.

16 INDEMNITY

- 16.1 Subject to Article 16.2, a director or former director of the Club may be indemnified out of the Club's assets against:
- 16.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;
 - 16.1.2 any liability incurred by that director in connection with the activities of the Club in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); or
 - 16.1.3 any other liability incurred by that director as an officer of the Club.
- 16.2 This Article 16 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

17 COMMUNICATIONS

- 17.1 Notices and other documents to be served on Members or directors under these Articles or the Companies Acts may be served:
- 17.1.1 by hand;
 - 17.1.2 by post;
 - 17.1.3 by suitable electronic means; or
 - 17.1.4 through publication in the Club's newsletter or on the Club's website.
- 17.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

- 17.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 17.3.1 24 hours after being sent by electronic means, posted on the Club's website or delivered by hand to the relevant address;
 - 17.3.2 two clear days after being sent by first class post to that address;
 - 17.3.3 three clear days after being sent by second class or overseas post to that address;
 - 17.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 17.3.5 as soon as the recipient acknowledges actual receipt.
- 17.4 A technical defect in service of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

18 AMENDING THE ARTICLES

- 18.1 No amendments may be made to this Article 18 or to Articles 3, 19, or 20 without a unanimous resolution of the Club Members.
- 18.2 No amendments may be made to these Articles that may jeopardise the Club's status as a CASC without a unanimous resolution of the Club Members.
- 18.3 Subject to Articles 18.1 and 18.2, these Articles may be amended by special resolution of the Club Members.

19 PROFITS NOT TO BE DISTRIBUTED

- 19.1 The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 3.1.
- 19.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:
- 19.2.1 reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club;
 - 19.2.2 interest on money lent by any Member of the Club or director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the directors;
 - 19.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 19.2.4 reasonable out-of-pocket expenses properly incurred by any director.

20 DISSOLUTION

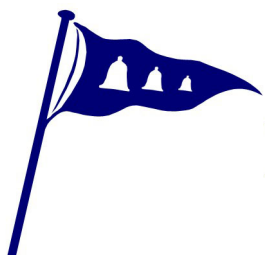
20.1 If the Club is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Club, but shall be given or transferred, as the sole discretion of the directors, to:

20.1.1 some other club that is a charity with purposes similar to those of the Club;
 or

20.1.2 some other club that is a registered CASC with purposes similar to those of
 the Club; or

20.1.3 the national governing body for the sport of yachting for use by that
 organisation for related community sports.

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**



**BYE LAWS
OF
DOVEY YACHT CLUB / CLWB HWYLIO DYFI (THE "CLUB")**

JULY 2015

**BYE LAWS
OF
DOVEY YACHT CLUB / CLWB HWYLIO DYFI (THE "CLUB")**

ADOPTED: [DATE]

PART 1: INTERPRETATION

21 INTERPRETATION

21.1 These Bye Laws are made pursuant to Article 9.4.1.

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

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

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

Bye Laws means these bye laws of the Club made pursuant to Article 14.4.2, and **Bye Law** refers to a particular provision in them;

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

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

Clubhouse means the clubhouse situated at Dovey Yacht Club, The Wharf, Aberdovey, Gwynedd LL35 0ED;

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

interpreted accordingly;

Fees shall have the meaning given in Bye Law 26.1;

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

Full Member means a **Club Member** with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts;

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

Membership Secretary Means the person appointed by the directors under Bye Law 12.4;

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

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

21.3 These Bye Laws are supplemental to the Articles. Nothing in these Bye Laws is intended to contradict the Articles or the provisions of the Companies Acts and, in the event of any inconsistency between any provision of these Bye Laws and any provision of the Articles, the Articles will prevail.

21.4 Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the Articles.

21.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

PART 2: MEMBERSHIP

22 MEMBERSHIP

22.1 Membership shall be open to anyone interested in the sport of sailing and other water borne activities on application, regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.

22.2 Article 12.5 gives the directors the power to create different classes of Membership, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, Associate Membership conveys neither Club Membership nor any of the rights or privileges of Club Membership under the Articles or the Companies Acts.

22.3 There shall be the following classes of Club Membership (Full Members):

22.3.1 Full Member (Single Membership);

22.3.2 Full Member (Family Adults Membership);

22.3.3 Full Member (Lead Business Member);

22.3.4 Full Member (Senior Citizens);

22.3.5 Full Member (Life Members);

22.3.6 Full Member (Honorary Life Members); and

22.3.7 Full Member (Student Members).

22.4 There shall be the following classes of Associate Membership:

22.4.1 Family Members (persons aged under 18 included in a family membership);

22.4.2 Junior Members;

22.4.3 Business Members (other than the lead business member);

22.4.4 Honorary Annual Members;

22.4.5 Social Members; and

22.4.6 Temporary Members.

23 ELIGIBILITY FOR MEMBERSHIP

23.1 **Full Members (Single Membership)** is open to any individual aged 29 or over who is interested in the sport of sailing and other water borne activities.

- 23.2 Full Members (Family Adult Membership)** is open to each of the adult members of a family grouping of one or two adults, together with any number of children within their guardianship under the age of 18, who are interested in the sport of sailing and other water borne activities. The family grouping will pay a single family subscription. Each adult will be a **Club Member** with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts.
- 23.3 Full Members (Lead Business Membership)** is open to the person who is the nominated representative of a business or organisation connected with water borne activities in Aberdovey admitted to membership at the discretion of the directors on such terms and conditions as the directors shall decide.
- 23.4 Full Members (Senior Citizen Membership)** is open to any person of state pensionable age who has been a Full Member of the Club or of Dovey Yacht Club (unincorporated) for not less than five years in aggregate immediately before that date.
- 23.5 Full Members (Life Membership)** is open to a person elected as such at the discretion of the directors and who shall (subject to the payment, upon election, of such fee as shall be prescribed) for his or her lifetime be entitled to all the rights and subject to all the obligations of a Club Member.
- 23.6 Full Members (Honorary Life Membership)** is open to a person elected as such at a general meeting of the Club and who shall, without payment, for his or her lifetime, be entitled to all the rights and subject to all the obligations of a Club Member. The total number of Honorary Life Members shall not at any time exceed five per cent of the total number of Club Members or twelve in number whichever is the greater.
- 23.7 Full Members (Student or Young Person Membership)** is open to any person over the age of 18 and under 29 who is interested in the sport of sailing and other water borne activities.
- 23.8 Associate Members (Family Junior Membership)** is open to persons under 18 included within the subscription of a Family Adult Member. No subscription shall be payable by a Family Junior Member providing that upon such a person attaining 18 during a year he or she shall continue to be eligible for Family Junior Membership until the end of that year and have no right to attend or vote at general meetings.
- 23.9 Associate Members (Junior Membership)** is open to any individual under the age of 18 who is interested in the sport of sailing and other water borne activities. Junior Members have no right to attend or vote at general meetings.
- 23.10 Associate Members (Business Membership)** is open to a business or organisation connected with water borne activities in Aberdovey. Business Members (other than the nominated lead member) have no right to attend or vote at general meetings.

- 23.11 **Associate Members (Honorary Annual Membership)** shall apply to a person who shall be elected by the directors for a period not exceeding one year subject to revocation of such election at any time and to re-election on one or more occasions and be entitled to the use and facilities of the Club and to take part in activities of the Club but shall have no right to attend and vote at general meetings.
- 23.12 **Associate Members (Social Membership)** is open to any individuals over the age of 18 with an interest in the sport of sailing and other water borne activities, but who wish to attend the Clubhouse for social purposes only and do not wish to participate in sailing and other water borne activities activities. Social Members have no right to attend or vote at general meetings.
- 23.13 **Associate Members (Temporary Membership)** is open to persons wishing to use the sailing facilities for a limited period of time admitted to the club on a temporary basis subject to such terms and conditions as may be specified by the directors. Temporary Members have no right to attend or vote at general meetings.
- 23.14 For the avoidance of doubt, where the type of Membership available to, or subscription payable by, an individual is related to age it will be determined by the age of the individual on the date of registration of his Membership, or its renewal date.

24 **BECOMING A MEMBER**

- 24.1 An application for Membership shall be in the form from time to time prescribed by the directors, and shall include the name and address of the applicant.
- 24.2 Upon receipt of an application for Membership, the Membership Secretary shall enter the details of the application in a register of applicants, and there shall be an interval of at least two days before the meeting of the directors, at which the application for Membership shall be considered.
- 24.3 The directors have sole discretion to decide whether or not to accept an application for Membership.
- 24.4 The directors may refuse applications for Membership only for good cause, such as conduct or character likely to bring the Club or the sport of sailing and other water borne activities into disrepute. Appeals against the directors' decision to reject an application for Membership may be made to the Club Members in general meeting.
- 24.5 The Membership Secretary shall inform each applicant in writing as to whether or not the applicant's application for Membership has been approved by the directors, and the Membership Secretary shall provide successful applicants with a copy of the Articles and these Bye Laws, and the Membership Secretary shall also request payment of any applicable fees.
- 24.6 Every successful applicant shall, upon becoming a Member, provide the Membership Secretary with an up-to-date address (including an email 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.

25 RIGHTS AND PRIVILEGES OF MEMBERSHIP

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

25.1.1 Full Members, Family Junior Members, Junior Members Business Members and Honorary Annual Members shall have the full use of all the Club Facilities;

25.1.2 Social Members shall have the use of the Clubhouse only;

25.1.3 Temporary Members shall have full use of the Club Facilities, but they:

- (a) shall have no right to enter Club races or regattas unless specifically authorised by the Secretary or the directors;
- (b) shall have no right to bring guests to the premises of the Club;
- (c) shall have no right to take any part in the management of the Club;
- (d) are deemed to have notice of and impliedly undertake to comply with the Articles and these Bye Laws; and
- (e) shall be liable to be expelled from the Clubhouse and/or prohibited from using the Club Facilities if, in the opinion of the Secretary or directors, they have not reasonably complied with the conditions set out in the Articles and these Bye Laws in force from time to time.

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

25.3 Subject to the prior approval of the directors, whose decision shall be final, a Club Member may use the club premises for a bona fide private function on such terms as the directors shall decide and provided that the names of the persons attending are supplied and displayed at least 48 hours before the event.

26 MEMBERSHIP SUBSCRIPTIONS AND FEES

26.1 The following fees (the **Fees**) shall be payable by Members, as applicable in accordance with this Bye Law 26:

26.1.1 an entrance fee on joining the Club if demanded by the directors;

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

- 26.1.3 an annual boat fee, which shall entitle a Member to a space in the Club's boat park, access to the slipways and participation in sailing activities subject to such conditions as may from time to time be approved by the directors.
- 26.2 The Fee rates for each class of Membership shall be determined by the directors.
- 26.3 The current Fee rates shall be prominently displayed in the Clubhouse and on the Club's website.
- 26.4 Fees will be kept at levels that will not pose a significant obstacle to people participating.
- 26.5 Subject to Bye Laws 27.1 and 27.2 all Members shall pay the applicable Fees for their first year of Membership within one calendar month of becoming a Member, and thereafter on the first day of January in each year.

27 EXCEPTIONS TO THE REQUIREMENT TO PAY FEES

- 27.1 Upon re-application by a person who has been a Member within the past two calendar years the directors may, at their sole discretion, waive any entrance fee.
- 27.2 Any person who becomes a Member after the first day of October in any year shall not be required to pay any subscription in respect of the period between becoming a Member and 31 December in that year, but they shall be required to immediately pay the applicable Fees in respect of the coming year commencing on the first day of January.
- 27.3 A Member who, for any reason, anticipates inability to use the Club Facilities for the whole of any one year shall be excused payment of Fees for that year, provided that notice in writing is given to the Membership Secretary before the last day of November in the previous year.
- 27.4 Any Member whose fees have been suspended pursuant to Bye Law 27.3 shall have no rights to use any of the Club Facilities for the duration of the year in respect of which Fees have been suspended. A Member wishing to be re-instated during the year in question shall pay such portion of the applicable Fees as the directors shall require.

28 TERMINATION OF MEMBERSHIP

- 28.1 If a Member fails to pay any applicable Fees that are due within one calendar month of becoming a Member, their Membership shall be automatically terminated.
- 28.2 A Member wishing to cancel their Membership shall give notice in writing to the Membership Secretary before the first day of January and shall not then be liable to pay the subscription for the following year. A Member who retires in accordance with this Bye Law shall not be entitled to have any part of their Fees refunded.

- 28.3 The directors may cancel, without notice being given, the Membership of any Member whose Fees are more than three months in arrears (in whole or in part), provided that the directors may, at their sole discretion, re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any Club event or regatta or (if applicable) vote at any general meeting.
- 28.4 Appeal against termination or non-renewal of Membership may be made to the Club Members by submitting a written notice to the Secretary, who shall, upon receipt of such a notice, include the appeal on the agenda for the next general meeting.
- 28.5 Any person who has been expelled from Membership shall not be entitled to have any part of their Fees refunded and must immediately return any trophy or trophies held.
- 28.6 Upon expulsion of a Member, the directors may dispose of the former Member's boat and/or trailer in accordance with Bye Law 35.2.

29 CONDUCT OF MEMBERS & DISCIPLINARY ACTION

- 29.1 Every Member is deemed to have notice of, and undertakes to comply with, the Articles and these Bye Laws.
- 29.2 Any breach of Bye Law 29.1 or any conduct which, in the opinion of the directors, is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to disciplinary action by the directors, which may include expulsion or non-renewal of Membership.
- 29.3 Before taking any disciplinary action against a Member, the directors shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct to the directors or to voluntarily cancel their Membership.
- 29.4 The directors (or any person to whom the directors shall delegate this power) may temporarily suspend or exclude a Member from particular training sessions, racing and/or wider Club activities, if they consider in their sole discretion that such action is in the best interests of the Club.
- 29.5 A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the directors or by the Secretary upon the instructions of the directors.
- 29.6 A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary.
- 29.7 A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Club Rule relating to the settlement of such indebtedness.

- 29.8 All suggestions shall be entered in the suggestion book and signed by the Member.
- 29.9 Complaints of any nature relating to the management of the Club shall be addressed in writing to the Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a Member.

30 GUESTS

- 30.1 Members shall enter the names of all guests in the guest book. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than four times in any calendar year.
- 30.2 A member of any club affiliated to the Royal Yachting Association (a list of which is published by the Royal Yachting Association) may be authorised to use the Club Facilities by any director. Such authorisation shall specify the dates on which that person may use the Club Facilities.
- 30.3 Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to the use of the Club Facilities within a period of 24 hours before and after the race in which they are competing.
- 30.4 A member of any club affiliated to the Royal Yachting Association who is on passage may be authorised to use the facilities of the clubhouse as a visitor together with his bona fide guests provided that the name and address of such persons are entered into the guest book by a Club member.
- 30.5 The Secretary or any other person who has received the authority of two directors, may expel, temporarily or permanently, any person who has the right to the use of the Club Facilities under this Bye Law 30.

31 LIMITATION OF CLUB LIABILITY

- 31.1 Members use the Club Facilities entirely at their own risk and accept that:
- 31.1.1 the Club will not accept any liability for any damage to or loss of property belonging to Members;
 - 31.1.2 members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions.
 - 31.1.3 Membership and acceptance of the Articles and these Bye Laws will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998 (as amended).
- 31.2 Bye Law 31.1 shall be exhibited in a prominent place within the Clubhouse:

PART 3: MANAGEMENT

32 OFFICERS

- 32.1 Only Club Members shall be eligible to stand for election as Officers, to be appointed in accordance with Article 7.
- 32.2 The Secretary shall:
- 32.2.1 conduct the correspondence of the Club;
 - 32.2.2 keep custody of all Club documents;
 - 32.2.3 keep full minutes of all directors' meetings, general meetings (including AGMs), and meetings of any committees established by the directors from time to time, and all minutes shall be confirmed and signed by the appropriate chairman upon the agreement of the directors, Club Members, or relevant committee (as appropriate) at the next following directors' meeting, general meeting, or relevant committee meeting;
 - 32.2.4 administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its directors, Officers, employees, and Members;
 - 32.2.5 maintain contact with the Club's legal advisor to ensure that the Club's affairs are managed in accordance with all applicable laws; and
 - 32.2.6 maintain any such certificates or registrations, and complete any such non-financial returns as may be required by law.
- 32.3 The Treasurer shall:
- 32.3.1 cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club, in compliance with all legal requirements applicable to companies;
 - 32.3.2 cause all returns as may be required by law in relation to the accounts of the Club to be rendered at the due time; and
 - 32.3.3 prepare annual report and accounts as at 31 December in each year and cause such report and accounts (as necessary) to be audited at least once annually and shall then cause the same to be exhibited in the Clubhouse and placed on the Club's website for at least fourteen days before the date of the next AGM.
- 32.4 The directors shall appoint one of their number as Membership Secretary to:
- 32.4.1 keep a register of Members' names and addresses, including the class of Membership for each Member; and

32.4.2 administer the process of admission of new members and renewal of subscriptions.

33 DIRECTORS

- 33.1 The board of directors shall consist of the Officers (ex officio) and not more than ten Club Members elected at the AGM each year to hold office until the termination of the next following AGM. A retiring Commodore shall serve as an ex officio director in the year immediately following his retirement.
- 33.2 The directors may at any time co-opt any individual who is a Club Member to fill a vacancy in their number or (subject to the maximum stated in Bye Law 33.1) as an additional director, but a co-opted director holds office only until the next AGM.
- 33.3 At the AGM each year, the three directors who are not Officers and who have been longest in office shall retire. In the case of equal length of service in office, the order of retirement shall, failing agreement between the directors concerned, be determined by lot. Directors retiring under this Bye Law shall not be eligible for re-election as directors until the AGM next following the meeting at which they retire.
- 33.4 Candidates for election as directors (not being Officers) shall be those Club Members whose nominations (duly proposed and seconded in writing by other Club Members) have (with their consent) been received by the Secretary at least twenty eight days before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder shall be posted at the Clubhouse and on the Club's website at least fourteen days prior to the date of the AGM.
- 33.5 If the number of candidates for election as directors at any AGM is equal to or less than the number of vacancies to be filled then all candidates shall be elected if two thirds of those present in person or by proxy and entitled to vote at the AGM vote in favour of such election.
- 33.6 If the number of candidates for election as directors at any AGM is greater than the number of vacancies to be filled then there shall be a ballot. If the ballot fails to determine the directors to be appointed because of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- 33.7 The directors shall meet at least every three times each year making such arrangements as the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provisions of the Articles.
- 33.8 The quorum for meetings of directors shall be three directors.

PART 4: MISCELLANEOUS

34 SALE OF INTOXICATING LIQUOR

- 34.1 The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the directors, or of a special committee appointed by the directors.
- 34.2 Intoxicating liquor may only be sold for consumption in the Clubhouse to persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the Articles and these Bye Laws. No Junior Member may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may any Junior Member purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.
- 34.3 The directors shall cause the bar in the Clubhouse to be opened (subject to terms of the Clubhouse certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to persons stated in Bye Law 34.2, PROVIDED THAT guests' names and addresses and the name of their introducer shall have been entered in the guest book upon entry to Clubhouse.
- 34.4 No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.
- 34.5 Proper accounts of all purchases and receipts shall be kept and presented at the AGM in each year and such information as the Secretary or Treasurer may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.
- 34.6 The permitted hours for the supply of intoxicating liquor are as follows:
- 34.6.1 Sunday – Thursday: 11.00 to 23.00
 - 34.6.2 Fridays and Saturdays: 11.00 to 01.00
 - 34.6.3 Christmas Eve and New Year's Eve: 11.00 to 01.00
- 34.7 The bar in the Clubhouse will be open at the hours set out in Bye Law 34.6 or at such other hours as may be decided by the directors, subject to any restrictions imposed from time to time by the Licensing Authority.

35 MISCELLANEOUS

- 35.1 The Clubhouse shall be open to Members at such times as the directors shall direct.
- 35.2 If, at any time, any Fees payable to the Club by any Member or former Member shall be one month or more in arrears and a boat and/or trailer and/or any other property

of a Member or former Member remains upon the Club premises then that Member or former Member shall remove the boat and/or trailer and/or any other property from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer and/or any other property then the directors may:

- 35.2.1 move the boat and/or trailer and/or any other property to any part of the Club premises without being liable for any loss or damage howsoever caused;
- 35.2.2 give three months' notice in writing by registered post to the Member or former Member at his last known address as shown in the register of Members and then either:
 - (a) sell the boat and/or trailer and/or any other property and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member; or
 - (b) if the boat and/or trailer and/or any other property is unsaleable, dispose of the boat and/or trailer and/or any other property in any manner the directors may think fit and deem the cost of doing and any arrears to be a debt owing to the Club by the Member or former Member; and
- 35.2.3 the Club reserves the right to charge storage for the boat and/or trailer and/or any other property until such time as the owner collects the boat and/or trailer and/or any other property or until notice has been served under Bye Law 35.2.2,

PROVIDED ALWAYS THAT proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member and that, when and if the boat and/or trailer and/or any other property is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale, then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member or former Member or otherwise) for a period of six years.

- 35.3 In addition to Bye Law 35.2, the Club shall at all times have a lien over Members' or former Members' boats and/or trailers belonging to Members or former Members parked on the Club's premises or other property in respect of all monies due to the Club, whether in respect of arrears of Fees or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or any other property until such time as all monies due to the Club have been paid in full.
- 35.4 In addition to any conditions imposed by the directors in respect of storage of boats and equipment in the boat parking area the Members shall be under an obligation to ensure that all such equipment is marked so as to identify the owner. The Club

reserves the right to remove unmarked boats and equipment and to deal with the same in the manner set out in Bye laws 15.2.1 to 15.2.3.

- 35.5 The Members acknowledge that these Bye Laws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.
- 35.6 These Bye Laws may be amended by the directors from time to time, (provided that no amendments shall be made that would jeopardise the Club's status as a CASC.