



## **Fox's Marina Yacht Club**

Founded March 2010

### **Constitution & Rules**

This Constitution is divided into the following sections:

- 1: Names and Objective
- 2: Officers of the Club
- 3: Membership
- 4: Management Committee
- 5: Trustees
- 6: Meetings of the Club
- 7: Dissolution of the Club
- 8: Special Interests of the Club
- 9: Bye laws etc.

Edition 3

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#### **Section 1: Names and Objectives**

##### **1) Name**

The name of the club shall be the Fox's Marina Yacht Club. Hereinafter referred to in these rules as the club.

##### **2) Objective**

The objective, for which the club is formed, is to promote and facilitate community participation in the sport of yachting and to provide social and other activities for members, as may be from time to time determined.

#### **Section 2: Officers of the club**

### **3) The Officers**

The Officers of the club shall be Full or Family members of the club and shall consist of a Commodore, a Vice Commodore, an Honorary Secretary, and an Honorary Treasurer. Officers shall be elected at the Annual General Meeting (herein after referred to in these rules, as the AGM) in each year. The Officers shall normally hold office for two years\*, retiring at the termination of the AGM.

\*As amended and voted for by the members at the AGM November 2011.

All Officers of the club shall be eligible for re-election.

### **4) The Honorary Secretary or the Assistant Honorary Secretary shall...**

- a) Keep a register of all club members' names & addresses and ensure that an up to date copy is maintained in the Club Premises.
- b) Conduct the correspondence of the club.
- c) Keep custody of all club documents.
- d) Keep full minutes of all meetings of the club, the committees and subcommittees, as defined in Section 4. The said minutes shall be confirmed and signed by, the appropriate Chairman, upon the agreement of the club, committee, or subcommittee, at the next following meeting of the club, committee, or subcommittee.
- e) Administer such insurance policy, or policies, as may be needed to fully protect the interests of the club, its Officers and its Members.
- f) Maintain contact with the club's Legal Advisor to ensure that the club's affairs are managed in accordance with current law.
- g) Maintain any such certificates, registrations and complete any such non-financial returns, as may be required by law.

### **5) The Honorary Treasurer shall....**

- a) Cause such books of accounts to be kept as are necessary to give a true and fair view of the state of finances of the club.
- b) Cause all returns, as may be required by law in relations to such accounts, to be rendered at the due time.
- c) Prepare an annual Balance Sheet as at 30th September in each year and cause such balance sheet and accounts as necessary to be audited at least once annually and shall thereafter cause the same to be exhibited in the club premises at least 14 days before the AGM

### **6) The Honorary Auditors shall....**

- a) Be appointed at the AGM in each year and shall be 2 appropriately qualified members of the club.
- b) The Auditors shall audit the accounts and the Annual Balance Sheet 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.

c) If either unwilling, or unable to act, inform the committee who shall appoint a substitute to hold office until the termination of the next AGM

### **Section 3: Membership of the club**

#### **7) Categories & votes of membership**

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 members are as defined in the latest edition of the bye laws of the club.

a) A Full Member – being a person who, at the date of election shall have attained the age of 18 years, shall have one vote.

b) A Family Member – which expression shall include one, or two, co-habiting adults and all children within their guardianship under 18 years of age. The family unit shall have one vote, exercisable by either adult.

c) A Junior Member – being a person, who at the date of election is under the age of 18 years and shall have no vote.

d) An Associate Member – whether being an employee of either, Fox's Marina & Boatyard, Oyster Ltd., employed within the complex of the Boatyard, or otherwise. They shall have no vote.

e) An Honorary Member – who shall have no vote.

f) A Social Member – who shall have no vote.

g) A Temporary Member -with such membership granted under the bye laws of the club, who shall have no vote.

No member, except a Temporary Member, as governed by the bye laws, may use the club premises, or any facility of the club, until 48 hours have passed from the date of posting of notice of election.

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

#### **8) Membership & Subscription Fees**

a) The rate of Entrance and Subscription fees for each category of Membership shall be proposed by the committee to the members at the AGM each year. Any proposed changes shall be approved by the majority of those present and entitled to vote and shall become operative on the 1st day of January in the year following. The current rate of fees shall be prominently displayed in the club premises.

b) Membership of the club shall be open to anyone interested in the sport of yachting on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs. Membership may however be limited to available facilities on a non-discriminatory basis.

c) Membership Subscriptions will be kept at levels that will not pose a significant obstacle to people participating in the sport of Yachting.

d) The club Committee may refuse membership, or under clause 18, remove it only for good

cause, such as conduct or character likely to bring the club, or sport, into disrepute. Appeal against refusal of membership may be made to the members.

#### **9) Annual Payments**

Members shall also make the following payments.

a) An annual fee, or fees, of such sum, as the committee shall from time to time prescribe, which shall entitle a member to enter his, or her, own boat in races, or other events, organised by the club.

b) Such an annual sum, as shall from time to time be demanded to defray the annual club subscription to the RYA as a fully affiliated club.

c) All members shall pay the entrance fee (joining fee), if any and their 1st annual subscription, upon election to the club and thereafter on the 1st of January in each year. Provided that a member elected after the 1st July shall pay half the annual subscription for that year. A member elected after the 1st November in any year shall not be required to pay any subscription for that year of election, but shall pay on election the entrance fee (joining fee), if any and the annual subscription in respect of the year following election.

#### **10) Members duty to provide addresses**

Every member shall furnish the Honorary Secretary with an up to date address, which shall be recorded in the register of Members. Any notice sent to that address, shall be deemed to have been duly delivered.

#### **11) Candidates for election.**

This clause, parts a) and b), are withdrawn, as per RYA advice, to comply with current requirements of Community Amateur Sports Clubs registration (CASC).

#### **12) Application for Membership**

An application for membership shall be in the form, from time to time as prescribed by the Committee and shall include the name, address and occupation of the candidate.

#### **13) Election of Members**

Upon receipt of an application for membership, the Honorary Secretary shall enter such application in a register of candidates and there shall be an interval of at least 2 days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of membership is vested in the Committee and shall be a simple majority vote of those of the Committee.

a) The Committee may refuse applications only for good cause, such as conduct or character likely to club into disrepute. The Honorary Secretary shall inform each candidate in writing of the candidate's election, or non -election. He shall furnish an elected candidate with a copy of the rules & byelaws of the club and make request for such payments as are necessary.

b) Appeal against refusal to elect may be made to the Members in a General Meeting.

#### **14) Payment of fees upon election**

Upon election a candidate shall pay within one calendar month such entrance and other fees as shall be requested. In default, the election shall be void, unless sufficient reason for delay can be shown.

#### **15) Temporary absence**

A member who for any reason anticipates inability to use the club, or its facilities, for the whole of any one year shall be excused payment of the annual subscription and any other annual fees, provided that notice in writing is given to the Honorary Secretary before the last day of November in the previous year. A member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the Committee shall require.

#### **16) Retirement of a Member**

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

#### **17) Subscription Arrears**

The Committee may cancel, without notice being given, the membership of any Member whose annual subscription, or other fees, are more than 3 months in arrears, provided that the Committee may at its discretion, reinstate such member on payment of the arrears. No member whose annual payment is in arrears may enter the club, or any club event, or regatta, or vote at any meeting.

#### **NB. Rules 13-17 inclusive shall not apply to Temporary Members**

#### **18) Conduct of Members**

- a) Every member, upon election and thereafter, is deemed to have notice of and impliedly undertakes to comply with the club rules and the current Bye-laws and Regulations 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.
- b) Provided that before expelling a member the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making such explanation, or of resigning.
- c) A resolution to expel a member shall be carried by a simple majority vote by those members of the Committee present and voting on the resolution.
- d) Appeal against expulsion may be made to the membership in General Meeting.

#### **19) Guests in the club**

Members shall enter names of all guests in the Visitors Book.

Guests may be:- i) Guests of individual members, or ii) Guests of the club.

- i) Guests of individual members – shall be limited to 3 at any one time and may be introduced a reasonable number of times in any one calendar year. Reasonable number as used here is

nominally defined as 10.

ii) Guests of the club – From time to time the club may introduce a bloc of guests for the express purpose of promoting the club and the sport of Yachting in general, in the respect of 'open days', marine manufacturers, brokerage and sponsored days etc., provided that such guests are subject to the same restrictions imposed upon Temporary Members, as herein prescribed in Rule 68 sub clause g)

#### **20) 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 so to do by the Committee, or by the Honorary Secretary, upon the instructions of the Committee.

#### **21) Exhibiting of Notices**

A member shall not cause any communications, in whatever form, to be exhibited on the club's notice boards, or premises, without permission of the Honorary Secretary.

#### **22) Settlement of Accounts**

A member shall settle any indebtedness for refreshment, or otherwise, before leaving the club or clubhouse, or in accordance with any bye-law relating to the settlement of such indebtedness.

#### **23) Suggestions to the club**

All suggestions shall be entered in the suggestion book and be signed by the member.

#### **24) Complaints**

Complaints of any nature relating to the management of the club, or of the club premises, shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a servant of the club be directly reprimanded by a member.

#### **25) Members of other RYA affiliated clubs**

A member of any club affiliated to the RYA (a list whereof is published by the RYA) may be authorised to use the club premises by any member of the Committee of the club, subject to accordance with rule 68 sub clause g) in regards to Temporary Membership. Such authorisation shall specify between which dates, not being more than 14 days apart, the person may so use the club premises.

#### **26) Competitors in club races**

Any person who is a competitor, or crew member, in any race sponsored by, or on behalf of the club is entitled to use the club premises within a period of 24 hours before and after the race in which they are competing.

#### **27) Powers to expel**

The Honorary Secretary, or any other person who has received the authority of 2 members of the Committee, may expel, temporarily or permanently, any person who has the right to use of the club only under Rules 25 and 26.

#### **28) Limitation of club liability**

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

"Members, their guests and visitors, may use the club premises and any other facility of the club entirely at their own risk and implicitly accept the following:

A) The club will not accept any liability for any damage to, or loss of, property belonging to members, their guests, or to visitors to the club.

B) The club will not accept any liability of personal injury arising out of use of the club premises, or any other facilities of the club, either sustained by the said members, their 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."

### **29) Data Protection Acts**

Membership of the club and acceptance of these rules by the members will be deemed to constitute consent to the holding of relevant personal data, for the purposes of complying with the Data Protection Acts.

## **Section 4: Management Committee & Procedure**

### **30) Constitution of Committee**

The Management Committee (referred to as the Committee) shall consist of the Officers, ex officio and not less than 4, nor more than 8, Full members or Family members, who have attained the age of 18 years, elected at the AGM each year to hold office until the termination of the next following AGM.

### **31) Retirement of Committee Members**

At the AGM each year, two of the Full and Family members shall retire in order of election, or seniority. In case of equal seniority the order of retirement shall, failing agreement between the members concerned, be determined by lot. Members retiring under the rule shall not be eligible for re-election to the committee until the AGM next following the meeting at which they retire.

### **32) Candidates for Election**

Candidates for election to the Committee (not being officers of the club), shall be those members of the retiring Committee eligible to offer themselves for re-election and other such Full or Family members whose nominations (duly proposed and seconded in writing by Full and Family members of the club with their consent), shall have been received at least 28 days before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder, shall be posted to the club Premises at least 14 days prior to the date of the A GM

### **33) Election of Committee**

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

### **34) 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 those present at the AGM and entitled to vote, vote in favour of such election.

**35) In the event of the ballot failing**

To determine the members of the Committee because of an equality of the vote, the candidate, or candidates to be elected from those having an equal number of votes, shall be determined by lot.

**36) Casual Vacancy**

If for any reason a casual vacancy shall occur the Committee may co-opt a Full, or Family, member to fill such a vacancy until the next following AGM.

**37) Retiring Commodore**

A retiring Commodore shall serve as an Ex-Officio Member immediately following his retirement. The period of service as an Ex-Officio Member will be the same as the new/current Commodore.

**38) Committee Meetings**

The Committee shall meet at least every 2 months making such arrangements as the conduct, place of meeting, and holding of such meetings as it may wish. The Commodore, or in his absence a Chairman elected by those present at the meeting, shall preside.

**39) Voting at Committee**

Voting (except in the case of a resolution relating to the expulsion of a member) shall be by a show of hands. In the case of equality of the votes, the Commodore (or Chairman) shall have a second and casting vote.

**40) Quorum**

Five members personally present shall form a quorum at a meeting of the Committee.

**Powers of the Committee**

**41) Management of the club by Committee**

a) The Committee shall manage the affairs of the club, according to these rules and shall cause the funds of the club to be applied solely to the objectives of the club, or for a benevolent or charitable purpose nominated by General Meeting.

b) In particular the Committee shall ensure that the property and funds of the club will not be used for the direct or indirect private benefit of members of the club, other than as reasonably allowed for by the rules and that all surplus income or profits are re-invested in the club.

**42) Powers to make bye-laws and regulations**

The Committee shall make such bye-laws and regulations as it shall from time to time think fit and shall cause the same to be exhibited in the club house for 14 days before the date of

implementation. Such bye-laws and regulations shall remain in force until approved, or set aside by, a vote at a General Meeting of the club.

#### **43) 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.

#### **44) Disclosure of Interests to Third Parties**

A Member of the Committee, or sub-committee, or any Officer of the club, in transacting business for the club shall disclose to such Third Parties that he is so acting.

#### **45) Limitation of members liability**

The Committee, or sub-committee, or any person delegated by the Committee to act as agent for the club or its members, shall enter into contract only as 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.

#### **46) Members indemnification of Committee**

a) 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 anyone 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.

b) The limit of any individual member's indemnity in this respect, shall be a sum equal to 1 years subscription at the then current rate of that category of membership, unless the Committee has been authorised to exceed such limit by a General Meeting of the club.

#### **47) Nomination of Honorary Members**

a) The Committee may nominate for election at an AGM, such Hon members as the Committee may think fit. The total of such Honorary Members shall not however, at any time, exceed 5% of the total membership, or more than 6 in total, at any time.

b) The election of Honorary Members shall be put to the vote at the AGM each year and such Honorary Members shall be duly elected if two thirds of those present and entitled to vote, vote in favour of their election.

#### **48) Purchase and Supply of Excisable Goods**

a) 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.

b) Intoxicating liquor may only be sold for consumption on the club premises, to persons over the age of 18 years, who are entitled to use the club premises, in pursuance of the Rules, Bye-laws

and Regulations currently in force.

c) No Junior member under the age of 18 years may purchase or attempt to purchase, intoxicating liquor within the club premises, nor may a Junior member under the current legal age, purchase or attempt purchase, tobacco or cigarettes within the club premises.

#### **49) Hours of sale of Excisable Goods**

The Committee shall cause the club bar to be opened (subject to terms of the club premises licence certificate) 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 club premises, in pursuance of these rules (except aforesaid Junior members). Provided that Visitors (Guests) names and addresses and the name of their introducer shall have been entered into the Visitors (Guests) book upon entry to the club premises.

#### **50) 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.

#### **51) Accounts relating to Excisable Goods**

Proper accounts of all purchases and receipts shall be kept and presented at the AGM in each year and such information as the Honorary Secretary, or Honorary Auditors may require, shall be furnished to enable any statutory return or statement to be made and the payment of excise, or other duty, or tax, to be made.

### **Section 5: Trustees of the Club**

#### **52) Numbers & Terms of Reference**

There shall be at least 3 Trustees of the club who shall be appointed from time to time as necessary by the Committee of the club, from Full, Family, or Honorary Members, who are willing to be so appointed.

A Trustee shall hold office during his lifetime, or until he shall resign by notice in writing given to the Committee, or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising of two thirds of the members present and entitled to vote.

#### **53) 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 as far as it is necessary and practicable, on trust for the use and benefit of the club.

In the event of the death, resignation or removal from office of a Trustee, the Committee shall nominate a new Trustee in his 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 of 1925 and he shall by Deed, duly appoint the person or persons, so nominated by the Committee.

#### **54) Power 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 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.

#### **55) Indemnity of Trustees from the Club**

a) 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 to 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 a Trustee of the club.

b) The liabilities 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.

NB This sub clause is to be incorporated in every contract, lease, licence or other agreement, entered into by the Trustees of the club.

### **Section 6: Meetings of the Club**

#### **56) Annual General Meeting (AGM)**

An AGM of the club shall be held each year in the month of October or November, on a date to be fixed by the Committee. The Honorary Secretary shall, at least 14 days before such meeting as hereinafter mentioned, post or deliver, to each member, notice thereof and the business to be brought up.

#### **57) Business at the AGM**

No business, except the passing of the accounts and the election of Officers, Committee, Trustees, Honorary 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 be given in writing, by a member entitled to vote, to the Honorary Secretary, at least 42 days before the date of the AGM.

#### **58) Special General Meeting (SGM) .**

The Committee may at any time, upon giving 21 days notice in writing, call a SGM of the club for any special business, the nature of which shall be stated in the summons convening the meeting. The discussion at such an SGM shall be confined to the business stated in the notice sent to the members.

#### **59) SGM Upon request of members**

The Committee shall call a SGM upon a written request addressed to the Honorary Secretary by at least 10 members, or 20% of the membership, whichever shall be the lesser. The Committee shall give 21 days notice in writing of any such SGM. The discussion at such a meeting shall be confined to the business stated in the notice to members.

#### **60) Chairman at Meetings**

At every meeting of the club the Commodore, or in his absence, the Chairman, elected by those present, shall preside over the meeting.

#### **61) Quorum at Meetings .**

Fifteen Members entitled to vote, shall form a quorum at any general meeting of the club.

#### **62) Entitlement to vote at Meeting**

Only Full, Family and Honorary Members shall vote at any meeting of the club. Other members may attend, but shall not be entitled to vote.

#### **63) Voting at Meetings**

Voting, except Voting on election of members of the Committee, shall be by show of hands only.

#### **64) Equalities of vote**

In the case of an equality of votes, the chairman, shall have a second or casting vote, on any matter other than for the election of members of the Committee.

#### **65) Voting on rule change**

a) On any resolution properly put to a meeting of the club, relating to the creation, repeal ,or amendment of any rule, bye-law or regulation of the club, such rule, bye-law or regulation, shall not be created, repealed, or amended, except by a majority vote of at least two-thirds of those present and entitled to vote.

b) Provided that no such change shall jeopardise the club's status as a Community Amateur Sports Club (CASC), within the meaning of the Finance Acts, or in any event alter its objectives or winding-up provisions.

#### **Section 7: Dissolution of the club**

**66) If upon the winding up, or dissolution, of the club, there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be passed to, or distributed amongst the members of the club. The Committee shall dispose of the net assets remaining, to any one, or more, of the following:-**

- a) To another club with similar sports purposes which is a charity, or
- b) To another club with similar sports purposes which is a registered CASC, or
- c) To the sport's national governing body, for use by them, for related community sports.

#### **Section 8: Special Interests of the club**

#### **67)**

a) The club, may in General Meeting, by a majority of two-thirds present and entitled to vote, agree to set up a Special Interests (SI) section devoted to a water sport other than yachting.

b) The members of such an SI, if not already Full, Family, or Junior Members, shall each be

required to become Social members of the club forthwith upon the setting up of such an SI, or subsequently upon joining such an SI section.

c) Each such SI shall be entitled to levy such subscriptions and other fees, as it shall think fit in order to promote its SI, provided that such monies shall be under the overall supervision of the Honorary Secretary, and be shown in the accounts of the club and be subject to the same audit procedure, as any other monies or funds belonging to the club.

d) Each such SI section shall comply with all the rules and regulations imposed by the Committee from time to time, in relation to the SI.

e) Each such SI section shall be entitled to send a representative to attend any meetings of the Committee, but such representative shall not be allowed to vote, save, in relation to matters solely concerning such SI.

f) In the event that the SI section shall decide to secede from the club, it shall give not less than three months notice in writing, to the Honorary Secretary, of its intention to do so. The Honorary Secretary shall forthwith display in the club premises, a notice of such intention. Upon the expiry of such notice, the SI section shall be entitled to the immediate payment to it, of all sums of monies held on its behalf, by the Honorary Treasurer.

g) Every Social member of such SI section shall have its club membership terminated from the above date, unless such Social member shall have delivered a request in writing to the Honorary Secretary, requesting that his or her membership shall continue and the Committee shall have acceded to such a request, without any rebate or refund of subscription being due or payable to any such member.

h) The club may determine by a resolution passed at a General Meeting and in accordance with the voting rules of such a meeting, give such notice as it shall in its absolute discretion think fit, to any SI section, of its intention to sever all connection with such an SI Section; whereupon at the expiry of such notice, the Honorary Treasurer shall deliver to such SI Section all sums of monies held on its behalf by the Honorary Treasurer. The membership of Social Members of such SI section, will be terminated, as in clause 67) g) above.

i) In the event of the dissolution of the club any SI section shall be entitled to the immediate payment to it of all sums of monies held on its behalf by the Honorary Treasurer, as in clause 67) c) above.'

j) In the event of the dissolution of the SI section of the club, Clause 66) and Clause 66) a), b) & c) of the Club's Constitution will apply.

## **Section 9: Bye-Laws of the club**

### **68) Rights & Privileges of Members**

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

a) A Full Member shall have the full use of all the club facilities.

b) A Family Member and his, or her, co-habiting adult [if any] and all the children within their guardianship under the age of 18 years, shall have the full use of the club facilities, subject only to

Rule 48.

- c) A Junior Member shall have the full use of the club facilities, subject only to rule 48.
- d) An Honorary Member shall have the full use of all the club facilities.
- e) An Associate Member shall have the full use of all the club facilities.
- f) A Social Member shall have the full use of the club-house facilities.
- g) A Temporary Member (which expression may include members of another RYA recognised club or organisation) shall have the full use of the club facilities, subject to the following exceptions.
- i) Shall have no right to enter club races or regattas, unless specifically authorised by the Honorary Secretary, or Committee.
- ii) Shall have no right to introduce visitors to the club, or its facilities.
- iii) Shall have no right to take part in any management of the club.
- iv) Is deemed to have notice of and impliedly undertakes to comply with the clubs rules, current bye-laws and regulations, as if he or she were members of the club and as far as the said rules, bye-laws and regulations may be deemed to apply to such temporary membership.
- v) Shall be liable to be expelled from the club and its premises, or to be prohibited from using the club and its facilities, if in the opinion of the Hon Secretary, or other Officer of the club, he or she shall not have reasonably complied with the above conditions.
- vi) Definition of Temporary Membership

Temporary membership shall upon application, be granted by the Committee, to any Yacht Owner, its Skipper and or any Crew member, of any yacht brought on to the surrounding premises of Fox's Marina and Boat yard, whether ashore or afloat, for the express intent of being refitted, repaired or commissioned, either by such Owner, Skipper or Crew, or by the surrounding workshops. This class of membership is also applicable to Owners, Skippers and Crew of any vessel supplied by the brokerage/ sales departments of the above surrounding area. This period of Temporary membership shall be granted for a maximum of two (2) months, from the date of acceptance by the Committee and payment of the appropriate fee. No other entrance fee shall be payable for this class of membership.

#### **69) Control of dogs**

Dogs may be brought into the Club house when properly controlled.

#### **70) Control of car parking**

Cars and other vehicles may only be parked in the Marina's designated areas and so as not to cause an obstruction to other cars or vehicles and /or to the approaches to the club premises.

#### **71) RYA affiliation**

The FMYC shall, at all times, be affiliated to the Royal Yachting Association.

#### **72) Conditions of the Landlord of the club premises**

a) The club or its members, shall not become, or be used by its members, as an Owners Association, or Berth holders Pressure group, nor shall the club, or its Officers or Committee, make any representations to the Landlord, or any of his businesses, other than for matters relating

directly to seeking advice, for the benefit of the bone-fide activities and welfare of FMYC.

b) At all times one Committee Member shall be a representative of the Landlord, or his business, provided that he, or she, be a Full or Family Member of the club.

**73) Opening times of club premises**

a) The club premises shall be open to members at such times as the Committee direct.

b) The normal permitted hours for the sale of intoxicating liquor as of 01/01/2012 are as follows:-

Monday to Saturday 10:00 to 23:00 hrs

Sunday 12:00 to 22:30 hrs

Christmas Day 10:00 to 15:00 hrs

New Years Day (Sunday) 12:00 to 22:30 hrs

New Years Day (31st) From end of Authorised Hours on 31st to start of Authorised hours on following day

c) The normal Club House opening times are, as displayed at any time, on the official FMYC Notice board in the Club House. The opening hours will also normally be displayed on, or near to, the entrance door(s) of the Club House.

Club & Club House Address:-

Fox's Marina Yacht Club

The Strand

Wherstead

Ipswich

Suffolk

IP2 8SA

United Kingdom

+44 (0)1473 684 111

FMYC

Revised

January 12th 2012

Michael Earl

FullConstit 2010