



NEYLAND YACHT CLUB CONSTITUTION and RULES



SECTION 1 - NAME AND PURPOSES

1. The name of the Club shall be 'Neyland Yacht Club' (hereinafter referred to in these rules as the Club).
2. The purposes for which the Club is formed are to promote and facilitate community participation in watersports including, but not limited to, yachting, rowing and diving and to provide social and other facilities for Members as may be from time to time determined.

SECTION 2 - OFFICERS

3. The Officers of the Club shall be voting members of the Club and shall consist of a Commodore, Vice-Commodore, Secretary and Treasurer. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

SECTION 3 – MEMBERSHIP

4. Membership of the Club shall be open to anyone interested in yachting or any of the other watersports which are currently promoted at the Club on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
5. Membership shall be for the period of one year, commencing from the date of receipt of the required entrance and annual subscription fee and ending on the last day of the same month in the subsequent year. Thereafter, membership may be renewed on payment of the annual subscription fee and will be deemed to end on the last day of the same month each year.
6. The Club Committee may refuse Membership or, subject to Rule 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.
7. There shall be the following categories of Membership with power to vote at all meetings of the Club as indicated:

A SINGLE MEMBER – being a person who, at the date of admission, shall have attained the age of eighteen years, who shall have one vote.

A FAMILY MEMBER - which expression shall include one or two co-habiting adults and all children within their guardianship under the age of eighteen years. The family unit shall have one vote per adult.

A SENIOR SINGLE MEMBER - being a person who, at the date of admission, shall have attained the age of 65 years, who shall have one vote.

A SENIOR COUPLE MEMBER – which expression shall include two co-habiting adults, at least one of whom shall have attained the age of 65 years and who shall have one vote each.

A STUDENT MEMBER - being a person who, at the date of admission, is over the age of eighteen and is in full time education studying for a qualification recognised by QiW or DfE, who shall have one vote.

A JUNIOR MEMBER - being a person who is at least 7 but under the age of eighteen, who shall have no vote. Such a Member shall be one who at the commencement of the subscription year joins the Club other than as a full Member or a Family Member.

A TEMPORARY MEMBER (which expression may include Members of another RYA recognised Club or organisation) - who shall have no vote.

8. All membership classes with the exception of Temporary Membership permit full use of all the Club facilities, subject only to the restrictions imposed by virtue of any relevant liquor and public entertainments licences in force and without any form of automatic right to store any boat, trailer or other property on the Club land.
9. A Temporary member shall have the full use of Club facilities save for any form of automatic right to store any boat, trailer or other property on the Club land but:-
 - (a) shall have no right to enter Club races or regattas unless specifically authorised by the Secretary or other person delegated such authority by the Committee;
 - (b) shall have no right to take any part in the management of the Club;
 - (c) is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any Bye-laws or Regulations as if they were a Member of the Club and so far as the said Rules, Bye-laws and Regulations may be deemed to apply to such Temporary Member;
 - (d) shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Secretary, they shall not have reasonably complied with the above conditions.
10. Prior to acceptance of their application, candidates for Membership shall have no privileges whatsoever in relation to the use of the Club or premises.
11. Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating. The rate of Entrance and Subscription fee for each category of Membership shall be proposed by the Committee to the Members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of the month following the Annual General Meeting. The current rate of Entrance and Subscription fee shall be prominently displayed in the Club premises.
12. Every Member shall furnish the Membership Secretary with an up-to-date address, e-mail and telephone number which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.
13. An application for Membership (including, if appropriate, for Temporary Membership) shall be in the form from time to time prescribed by the Committee, and shall include the name and address of the applicant.
14. The Committee/Secretary may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute. Appeal against refusal to admit may be made to the Members in General Meeting.
15. On expiration of their membership, a member may renew their membership by payment of the annual subscription fee pertaining at the time of renewal. Such renewed membership will be taken to expire at the end of the same month of expiration as previously. Non-payment of the annual subscription within six weeks of the expiration of membership will be taken as resignation from the Club.
16. A Member wishing to retire from Membership shall give notice in writing to the Secretary and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the Committee may, at its discretion, waive any Entrance Fee. A Member who retires in accordance with this Rule shall not be entitled to have any part of the annual Membership fee or any other fees refunded.
17. The Committee may cancel, without notice being given, the Membership of any Member whose annual subscription and other annual fees are more than six weeks in arrears provided that the Committee may, at its discretion, re-instate such Member upon payment of arrears. No Member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.

Conduct of Members

18. Every Member, upon joining the Club and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Constitution, Rules and any Bye-laws and Regulations of the Club.

19. Any breach of Rule 18 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 disciplinary action by the Committee, which may include suspension for a specified period of time or expulsion. Before taking such disciplinary action against 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 explanation to the Committee, or of resigning from the Club. A Resolution to apply any sanction shall be carried by a simple majority vote by those Members of the Committee present and voting on the Resolution. Appeal against suspension/expulsion may be made to the Members in General Meeting. Upon suspension/expulsion the Member/former Member shall not be entitled to have any part of the annual Membership fee refunded and must return any Club or external body's property, trophy or trophies held forthwith. Upon expulsion of a Member, the Committee may dispose of the former Member's boat and/or trailer in accordance with Rule 69.
20. A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.
21. A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary.
22. A Member shall settle any indebtedness before leaving the Club premises, or in accordance with any Bye-law relating to the settlement of such indebtedness.
23. Complaints of any nature relating to the management of the Club premises or to the management of the bar and restaurant operated on the Club premises shall be addressed in writing to the Secretary.
24. Any person who is a competitor or Crew Member in any race, regatta or similar event sponsored by or on behalf of the Club is entitled to the use of the Club premises within a reasonable period before and after the event.
25. Any 3 members of the Committee may expel, temporarily or permanently any person who has the right to the use of the Club premises solely under Rule 24.

Limitation of Club liability

26. All references to the Club in this Rule shall mean each and every individual Member of the Club from time to time.

Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-

Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-

(a) The Club will not accept any liability for any damage to or loss of property belonging to Members.

(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by Members or caused by the said Members 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, Trustees or Servants of the Club.

Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions

SECTION 4 - MANAGEMENT COMMITTEE

27. The Management Committee (herein referred to as 'the Committee') shall consist of the Officers ex officio, and the RYA Training Centre Principal, the Dinghy Captain, the Yacht Captain, the Safeguarding Officer, Boatyard Manager, House Secretary and one representative from each of the Neyland Rowing Club and Pembrokeshire Sub-Aqua and any other substantive area of the

Club as may be decided by the Committee of the Club from time to time, whether elected at the Annual General Meeting of the Club or by the relevant subsection of the membership within Neyland Yacht Club, to hold office until the termination at the next following Annual General Meeting.

28. Representatives of Neyland Rowing Club, Pembrokeshire Sub-Aqua and any other such substantive area of the Club shall be nominated and elected from within the membership of the respective groups according to their own arrangements outside of the Annual General Meeting of the Club.
29. Candidates for election as Officers and to the remaining positions on the Committee shall be those Members of the retiring Committee eligible to offer themselves for re-election and such other voting Members whose nominations (duly proposed and seconded in writing by voting Members of the Club) with their consent shall have been received by the Secretary at least twenty eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.
30. If the number of candidates for election is greater than the number of vacancies to be filled, then there shall be a ballot. Such ballot shall be conducted by secret voting by members present at the Annual General Meeting with the ballots counted by the Secretary (or their deputy designated by the Committee) and the winner by simple majority being declared before the end of the Annual General Meeting. In the event of a tied result a second ballot between the two or more candidates so tying will be held and if the result is still tied the matter will be decided by the drawing of lots.
31. 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 Annual General Meeting, and entitled to vote, vote in favour of such election.
32. If, for any reason an outstanding or casual vacancy shall occur, the Committee may co-opt a voting Member to fill such a vacancy until the next following Annual General Meeting.
33. The Committee shall meet at least every two months making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in their absence a Chairman elected by those present shall preside. Certain decisions may be made, at the discretion of the Commodore, by virtual means and votes e.g. WhatsApp polling and the usual rule for achieving a quorum shall apply.
34. Voting (except in the case of a resolution relating to the expulsion of a Member) shall be by show of hands. All members of the Committee shall have one vote. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote. Proxy voting is permitted with written notice to the Commodore/Secretary or Chairman (as the case may be).
35. Five Members personally present shall form a quorum at a meeting of the Committee.

Powers of the Committee

36. The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting. 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 other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.
37. The Committee will assign roles and may appoint such sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-Committees shall consist of such Members of the Committee or of the Club as the Committees may think fit. Officers of the Club shall be ex officio Members of all such sub-Committees.
38. A Member of the Committee, of a sub-Committee or any officer of the Club, in transacting business for the Club, shall disclose to third parties that they is so acting.

39. The Committee, or any person or sub-Committee delegated by the Committee to act as agent for the Club or its Members, shall enter into contracts only 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, borrow money or incur debts on behalf of the Club or its Membership.
40. In pursuance of the authority vested in the Committee by Members of the Club, Members of the Committee shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties 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.
41. Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual Members of the Club.
42. The limit of any individual Member's indemnity in this respect shall be a sum equal to one year's 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.
43. The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.

"The liability of the Committee/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."
44. The Committee may nominate for election at an Annual General Meeting such Honorary Life Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed ten per cent of the total number of Members. The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

Management of bar and restaurant

45. On behalf of the Club the Committee shall be entitled to enter into a franchise agreement with a suitable person, persons or company for the purpose of managing the bar and restaurant in the Clubhouse. The purpose of such an agreement shall be to provide the Club with a secure rental income. It shall be the responsibility of the franchisee to apply for and hold all necessary licences for the supply of intoxicating liquor and for public entertainment. The franchisee is also responsible for all matters pertaining to the hiring and payment of staff in accordance with the law. A clause within any contract entered into by the Committee with the franchisee will absolve the Club of any liability arising from the operation of the franchise.
46. The Committee will work with the Franchisee to ensure equitable access to the Club premises for Members whilst ensuring that the Franchisee is able to operate the bar and restaurant efficiently.

SECTION 5 – TRUSTEES

47. There shall be not less than two and not more than four Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Family or Honorary Members who are willing to be so appointed.
48. A Trustee shall hold office until they 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 two-thirds of the Members present and entitled to vote.
49. All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as 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 their place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of

the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.

50. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
51. In pursuance of the authority vested in the Trustees by the Members of the Club, the Trustees shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation 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 the functions of a Trustee of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual Members of the Club. The limit of any individual Member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of Membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 - MEETINGS OF THE CLUB

52. An Annual General Meeting of the Club shall be held each year in the month of October on a date to be fixed by the Committee. The Secretary shall at least forty two days before the date of such meeting post or deliver to each Member or give notice through e-mail or online notice thereof and of the business to be brought forward thereat. The Committee shall determine whether a general meeting is to be held as an electronic general meeting as well as or instead of a physical general meeting. The Committee may call general meetings at such a place (including electronic platforms) as they see fit. The notice shall specify whether the meeting shall be an electronic general meeting in addition to or instead of the physical general meeting.
53. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, 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 Secretary at least forty two (42) days before the date of the Annual General Meeting.
54. The Committee may at any time, upon giving twenty one (21) days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to Members.
55. The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least twelve Members. The Special General Meeting must be called within 21 days of a request. The Committee shall give twenty one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.
56. At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
57. Twenty Members entitled to vote and being personally present shall form a quorum at any meeting of the Club.
58. Only voting members as defined in Section 3 above shall vote at any meeting of the Club. Other Members may attend but are not entitled to vote.

59. Voting, except upon the election of Members of the Committee, shall be by show of hands and not by any form of secret ballot.
60. In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of Members of the Committee.
61. 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. Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its purposes or winding-up provisions.

SECTION 7 - MISCELLANEOUS

62. The Club premises shall be open to Members at such times as the Committee shall direct.
63. The Club Committee may admit and remove affiliate Clubs from time to time. An affiliate Club shall pay the Club such fees as the affiliate Club and the Committee agree. An affiliate Member is a Member of the affiliate Club. An affiliate Member shall have such use of the Club facilities as the Committee may from time to time and for such period decide except that such:
- (a) affiliates shall have no voting rights in relation to the Club.
 - (b) affiliates will be subject to such terms that the Committee shall decide.
64. The Club may adopt such Bye-laws or Regulations as it considers appropriate for the good management of the Club and its facilities.
65. The Members acknowledge that these Rules together with the Annexes constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.

SECTION 8 - DISSOLUTION OF THE CLUB

68. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:
- (i) to a charity and/or
 - (ii) to another Club with similar sports purposes which is a registered CASC and/or
 - (iii) to the sport's national governing body for use by it for related community sports.

SECTION 9 – ABANDONED BOATS AND/OR TRAILERS

69. If, at any time, any fees payable to the Club by any Member or former Member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) shall be one month or more in arrears and/or a boat and/or trailer the property of a Member or former Member remains upon the Club premises one month or more after the Club has given the Member or former Member notice to remove the vessel then the Member or former Member shall remove the boat and/or trailer from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer then the Committee may:-
- (a) Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.
 - (b) Give three months' notice in writing by registered post to the Member or former Member at their last known address as shown in the Club Register and thereafter sell the boat and/or trailer 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.
 - (c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost

of doing and any arrears as aforesaid to be a debt owing to the Club by the Member or former Member.

(d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under Rule (b) above.

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 is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale pursuant to Rule (b) above 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 they be a Member or former Member or otherwise) for a period of six years.

In addition to Rule 69 the Club shall at all times have a lien over Members' or former Members' boats and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Club have been paid in full.

Annex 1

Duties of Secretaries etc.

1. The Secretary, assisted by a Membership Secretary if one is appointed by the Committee, shall:-
 - a. ensure that a register is kept of Club Members' names and addresses;
 - 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 Committee and any sub-Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or any sub-Committee at the next following meeting of the Club, the Committee or any sub-Committee;
 - e. administer such insurance policy or policies as may be needed fully to 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 or registrations, and complete any such non-financial returns, as may be required by law.
2. The Treasurer shall:-
 - a. cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club;
 - b. cause all returns as may be required by law in relation to such accounts to be rendered at the due time;
 - c. prepare an Annual Balance Sheet as at March 31st in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the Annual General Meeting;
 - d. present the Annual Balance Sheet to the Club at its Annual General Meeting.
3. The Reviewer shall:-
 - a. be appointed at the Annual General Meeting in each year;
 - b. review the accounts and 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 Annual General Meeting.