

# MEDWAY YACHT CLUB

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## 1. NAME AND OBJECTS

1.1. The name of the Club shall be the "The Medway Yacht Club ", a non-profit making organisation, (hereinafter referred to in these rules as "the Club"). All profit and surpluses will be used to maintain or improve the Club's facilities and further its objects. No profit or surplus will be distributed other than to an approved sporting or charitable organisation.

1.2. The object for which the Club is formed is to promote and facilitate the sport of amateur sailing and motor boating ('the Sport') and to provide such other facilities for members incidental to or as may be from time to time determined conducive to the Sport. To this end, the Club shall be a member of the Royal Yachting Association (RYA).

## 2. BURGEE AND ENSIGN

2.1. The Club burgee shall be red with the insignia of the Kentish Horse in white superimposed on either side.

2.2. The Club special ensign which can only be flown subject to the prior issue of a Warrant applicable to individual vessels and only for so long as the owner of the vessel remains a Member of the Club shall be the Blue Ensign defaced with a Red Circle on which is superimposed the white Kentish Horse.

2.3. The Club burgee may be flown by any member but may not be flown on a member's yacht if no member be on board.

## 3. OFFICERS AND REPRESENTATIVES

3.1. The Officers of the Club shall be Full members and shall consist of the Commodore, up to two Vice- Commodores and up to two Rear Commodores (being the Flag Officers), the Honorary Secretary (if appointed), the Honorary Solicitor, the Honorary Treasurer, and the Honorary Mooring Master. There shall be no more than four Flag Officers.

### 3.2. Nomination and election of Club Officers

3.2.1. Nominations for Officers of the club for election at the AGM may be made either by the Management Committee or proposed and supported by five full Members and must be provided together with the written consent of the Nominee to the club office. Such nominations shall be posted on the members area of the website.

3.2.2. Such nominations must be received by the club office:

- (a) From the Management Committee at least 30 clear working days before the date of the next AGM and shall be posted on the members area of the website within two working days of receipt and details circulated to members with the notice of the next AGM.

(b) From such Members at least 18 working days before the AGM together with the names of the proposer and supporters and the nominees written consent all of which shall be posted on the members area of the website within two working days and details circulated to the Members at least 10 clear working days before the AGM.

3.2.3. All Flag and Honorary officers shall be elected annually at the Annual General Meeting (hereinafter referred to as the AGM) and shall retire at the conclusion of the next AGM. All shall be eligible for re-election, excepting a Flag officer having completed three years in any one rank who shall not then be eligible for re-election to that same rank until at least one year has elapsed since the date of his retirement from such rank. No Officer shall hold more than one rank or position at the same time.

3.2.4. If the number of nominees exceeds the number of vacancies for any office, then election shall be by secret ballot at the AGM, those commanding the largest vote being elected. Otherwise, nominees shall be deemed to be duly elected if a majority of those present at the AGM and entitled to vote, on a show of hands or if the Chairman of the meeting shall direct by a private ballot, approve such election. If such election fails to receive a sufficient vote or if a vacancy arises The Management Committee may fill such vacancy until the next AGM, but the appointee of that position must not be a failed nominee thereof.

### 3.3. Powers and Duties of Flag Officers: as outlined in the appendix 3

Subject to the direction of the Management Committee the Flag Officers have a responsibility to discharge such specific areas of management of the club as the Management Committee shall from time to time charge them with and a general responsibility to safeguard and promote the interest of all sections of the club and through any other committees for which they may have special responsibilities to ensure that the administration of the Club is effectively managed in the best interests of all sections of the Club. They are accountable to the Management Committee for any actions which they take in pursuance of their duties and will consult in advance with the Management Committee and obtain its prior approval on any executive action which they take on the Club's behalf unless in the case of an emergency it is impracticable to do so in which event, they will report to the Management Committee at the earliest opportunity. Flag Officers shall be ex-officio members of all committees.

### 3.4. Appointment of Secretary, Solicitor, Treasurer or Mooring Master:

In the absence of an Hon. Secretary, Hon. Solicitor, Hon. Treasurer or Hon. Mooring Master the Management Committee may appoint a Secretary (or similar delegated position), Solicitor, Treasurer or Mooring Master whose salary and conditions of employment shall be agreed initially and from time to time. Whilst in the Club's employment only, the appointee(s) shall be an Honorary Member of the Club.

**3.5. Duties of General Manager, Solicitor, Treasurer, Mooring Master or Independent qualified Accountant (including when Honorary):**

**3.5.1. The General Manager shall**

3.5.1a. Be directly responsible to the Management Committee.

3.5.1b. Be responsible for seeing that such duties as are imposed upon him by the Rules and any other duties delegated to the Secretary by the Management Committee are performed.

3.5.1c. Attend all general meetings and Management Committee meetings, as directed by the Management Committee, and minute the proceedings.

3.5.1d. Keep a register of members' names and addresses and a record of all memberships.

3.5.1e. Subject to the direction of the Management Committee conduct the correspondence of the Club and keep custody of all Club documents.

3.5.1 f. See to the maintenance of such insurance policies as may be needed to fully protect the interests of the Club and its members and shall present a schedule of such policies at least once a year to the Management Committee.

3.5.1 g. Maintain contact with the Club's legal advisor to ensure that the Club's affairs are managed in accordance with current law.

3.5.1 h. On changes being made to the Club rules, ensure that a copy of the new rules is sent to the local Clerk to the Magistrates.

3.5.1 i. Ensure that the Clubs licences are maintained.

**3.5.2. The Solicitor shall:**

3.5.2 a. Advise the Management Committee on any legal issues which may arise from time to time in the course of and concerning the Club's business.

3.5.2 b. Assist when the need arises the Secretary or Treasurer or other members of the Management Committee or sub-committees with any matters of a legal nature concerning the Club's business.

3.5.2 c. Propose in appropriate circumstances the taking of independent legal advice on matters with which he is unfamiliar and implementing such action if approved by the Management Committee.

**3.5.3. The Treasurer shall:**

- 3.5.3 a. Be directly responsible to the Management Committee
- 3.5.3 b. Advise on the financial position of the Club as required.
- 3.5.3 c. Cause such books of account to be kept as are necessary to give a true and fair view of the state of the finances of the Club.
- 3.5.3 d. Ensure all returns required by law in relation to such accounts to be rendered at the due time.
- 3.5.3 e. Prepare an annual balance sheet (and accounts as necessary) and cause such balance sheet to be independently scrutinised by Accountants and presented to the AGM.
- 3.5.3 f. All electronic payments are to be authorised by two of the following: Commodore, Vice-Commodore, Rear-Commodore, Honorary Treasurer. In exceptional circumstances one of those office holders can authorise a payment together with the manager, or the secretary, or the bookkeeper, after notifying the other office holders.

**3.5.4. The Mooring Master shall:**

Subject to the direction of the Management Committee be responsible for:

- 3.5.4 a. Procuring and administering the provision of satisfactory moorings and issuing licences therefore to interested Club members.
- 3.5.4 b. Procuring and administering the satisfactory maintenance of moorings.
- 3.5.4 c. Taking all reasonable steps to ensure that members who are allocated moorings use the same in a proper manner and in accordance with the terms of their licences and the Rules and Byelaws of the Club and recommending where necessary disciplinary action against members who fail to comply with Club Rules relating to the same.
- 3.5.4 d. Maintain proper records of mooring allocations and maintenance work.
- 3.5.4 e. Any decision concerning the allocation maintenance or use of Club moorings shall be determined in the discretion of the Honorary Mooring Master whose decision shall be final unless varied on review by the Management Committee. He shall advise the Management Committee on all such matters.

**3.5.5. The Independent qualified Accountants (who can be Honorary) shall:**

- 3.5.5 a. Be appointed at the AGM each year and if Honorary shall be two full members with appropriate professional qualifications.

3.5.5.b. Either (i) Audit the accounts of the Club annually or at such other time as requested by the Management Committee and agreed by the Members at a General meeting and produce an audit opinion of the accounts of the Club as required by law or as the context may require as required by the Management Committee with the agreement of the Members, or (ii) examine the annual accounts of the Club as requested by the Management Committee and agreed by the Members at the General meeting and produce a limited assurance report thereon.

3.5.5.c. Give the Management Committee such other financial advice as may be sought.

3.5.5.d. If Honorary the independent qualified Accountants are unwilling or unable to act, they shall inform the Management Committee who may employ on a commercial basis a suitable firm of Chartered Accountants to undertake the Audit or limited assurance examination.

3.6. Indemnity to providers of services: Any member providing services or professional advice to the Club as an Honorary Officer or otherwise without any remuneration shall have no liability to the Club or its members or any of them arising out of or in connection therewith unless the same can be shown to have been given recklessly or in bad faith and subject to that exception such member shall be kept indemnified by the Management Committee out of the assets of the Club in connection with any claim or costs resulting from such services.

### 3.7 Payment for work undertaken by Members

Any member of the club undertaking work or providing services to or on behalf of the Club shall be deemed to do so voluntarily and without right to remuneration or reimbursement of expenses unless prior to such work or services being undertaken that member shall have received written agreement on behalf of the Club from the Secretary and Manager or an Officer of the Club agreeing to pay for such work or services and the price or basis of remuneration.

## 4. Membership

4.1. There shall be two categories of membership 'Full' and 'Limited' comprising the following:

Single Member (Full)

Family Member (Full)

Young Person Member (Limited)

Veteran Member (Full)

Loyalty Member (Full)

Life Member (Full)

Young Adult (Full)

Out of Port Member (Limited)

Honorary Member (Limited)

Temporary, Group, Young Group, Student, Corporate or Associate Member or any other membership determined by the Management Committee under clause

4.4.7 (Limited)

Guardian Member (Limited)

Summer berthing Member (Limited)

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#### 4.2. Voting, Eligibility, Rights and Privileges

Subject to the payment of the appropriate membership each member will enjoy the rights and privileges as set out in Appendix 1.

The eligibility criteria for each category of membership are set out in Appendix 2

#### 4.3 Membership fees:

4.3.1. Subject to paragraph 4.4.7 and 4.4.8. the categories of membership, the rate of membership fees for each category of membership and all additional charges and expenses arising from or connected with each membership (including payments towards the Development Fund) shall be proposed by the Management Committee at the AGM and approved by the members by a vote. The dates of payment thereof shall be either full payment by 31<sup>st</sup> January, or a minimum of 50% by 31<sup>st</sup> Jan, with the balance payable by 31<sup>st</sup> March or 10 equal payments payable by direct debit between January and October in the membership year. Should any monthly payments due not be made, the full amount will become due and payable immediately. The option of payment by direct debit shall only apply to invoices issued in December or January relating to membership fees and those additional charges and expenses arising from or connected with each membership (including payments towards the Development Fund). All other invoices shall be paid in full immediately. Any proposed changes shall be approved by a majority of two thirds of those present and entitled to vote and shall become operative on the first day of January, following the AGM. The current rates of membership shall be prominently displayed on the Club website. Members joining before 21<sup>st</sup> July may pay their initial membership and mooring invoice by direct debit, with the final payment being before 21<sup>st</sup> October of that year. Members joining after 1<sup>st</sup> August must pay the full invoice of joining.

4.3.2. Memberships together with any other associated charges of the Club shall be payable upon admission or on 1<sup>st</sup> January in any year whichever shall be the earlier or as may be otherwise approved under 4.3.1 above. Candidates who apply for membership between 31<sup>st</sup> July and 30<sup>th</sup> September shall if elected or admitted pay only one half of the annual membership rate and candidates applying for membership in October shall pay three twelfths of the annual subscription and those applying in November shall pay two twelfths, plus appropriate charges and expenses for that current year. December applications shall pay from 1<sup>st</sup> January the following year. The Club will endeavor to keep its fees for membership at levels that in its reasonable view do not pose a significant obstacle to persons becoming or remaining members and participating in the sport.

4.3.3a. Any member being in arrears with his current membership shall be disqualified from proposing or seconding any motion or voting at any Special or General Meetings of the Club for so long as his fees remain unpaid. A member whose annual Membership and charges remain unpaid at 31<sup>st</sup> January or such other date or dates as may from time to time be agreed by club members of the year to which they refer will receive one warning in writing that unless within 14 days the same is paid forthwith the Member will be liable to be excluded from the Club and his name removed from the Club Register of Members. Thereafter in the absence of compliance by the Member with that demand his membership

will automatically cease. The Management Committee may in exceptional circumstances extend such deadline or where the circumstances permit reinstate a Member in their absolute discretion upon payment of all outstanding fees and charges due to the Club. The Club shall have a lien on any property of a Member or ex-member on Club premises in respect of all or any outstanding fees or charges of whatsoever nature and may take possession of such property pending settlement of such arrears or subsequent sale or other disposal by the Club as appears below. The Club may move such property to another part of their premises without being liable for any damage thereby caused.

4.3.3 b. In any case where a member or ex-member shall despite demand be in arrears with payment due to the Club of any fees charges or expenses of whatsoever nature for a period in excess of 60 days the Club shall be entitled on giving one month's written notice of its intention at his last known address shown in the Club's register of members to sell any boat or other property of whatsoever nature belonging to him on Club premises or on a Club mooring and to deduct such arrears together with any expenses associated with such sale before accounting to him for the net proceeds of sale (if any). Alternatively, where in the opinion of the Club's Management Committee and on independent advice such property has no saleable value, the Club may dispose of it as it thinks fit and any associated costs shall be added to the arrears and shall be a debt due to the Club by him. Such power of sale or disposal subject to the same requirement as to notice shall also apply where an ex-member fails, after 60 days written notice from the Club to do so, to remove any property of his from Club premises or a Club mooring. The committee area also entitled to enforce earlier less final consequences such as:

- % Interest on outstanding invoice after 14/21 days,
- Temporary Removal of 10%-member discount,
- Loss of favourable moorings,
- Rejection of next year renewal.

4.3.3c. No refund of any memberships or charges shall be made except in exceptional circumstances to be determined in the absolute discretion of the Management Committee.

#### 4.4. Admission of Members:-

4.4.1. An application for membership, other than Temporary, Corporate Group, Young Group, Student or Associate membership or other Limited membership agreed by the Management Committee under clause 4.4.3 shall be in the form from time to time prescribed by the Management Committee and shall include the full name and address of the candidate. Any person with an interest in the Sport may apply for membership regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

4.4.2. After a period of 7 clear days from such posting of an application for membership, and subject to no objections being received thereto, the application for membership shall be considered by the Management Committee and can be considered by the Management Committee by email.

4.4.3. The Management Committee shall decide on each application by vote or email. A vote will be by a show of hands, of those present or by email. A vote of 25% of the Management

Committee against an application will constitute a rejection. Any rejected applicant shall have the right to appeal in writing, to the Management Committee against their decision. The Management Committee shall consider any appeal received and report their decision thereon to the appellant within 30 days of receipt of the appeal. Voting on any appeal shall be in like manner to the original consideration of the application. The Management Committee shall only refuse an application if it is satisfied that there are good grounds for such refusal such as its capacity to absorb further members or evidence of conduct or character on part of the application likely to bring the reputation of the Club into disrepute.

4.4.4. The Secretary shall inform each candidate in writing of the result of their application and shall furnish unsuccessful candidates with details of the Club's appeal procedure and elected candidates following election or admission with a copy of the rules and Byelaws of the Club.

4.4.5. The election or admission of a candidate shall be provisional and not effective unless payment of the first year's fees and connected charges have been received within one month of such election or admission or as otherwise approved under 4.3.1.

4.4.6. In order to increase membership numbers, the Management Committee may, in their discretion, offer discount memberships during any given membership year. The discounts must not exceed 50% of the full membership fee for the relevant category of members.

#### 4.5. Resignation of Members.

4.5.1. Any member wishing to resign from the Club shall give written notice to the Secretary.

4.5.2. Where a member who has resigned under Rule 4.5.1 wishes to rejoin the Club application shall be made in writing to the Management Committee and the provisions of Rule 4.4. except 4.4.4 to 4.4.6 shall not apply.

#### 4.6. Conduct of members

4.6.1. Every member, upon admission and thereafter, is deemed to have notice of, and impliedly undertakes to comply with the Club rules and the current byelaws of the Club. Limited members shall in addition comply with the conditions of their admission. Any refusal or neglect to do so, or any conduct, which, in the opinion of the Management Committee is either unworthy of a member or otherwise injurious to the interests of the Club or its Members, shall render a member liable to expulsion by the Management Committee. Provided that, before considering such action, the Management Committee shall call upon such member for an oral representation of the member's conduct and shall give the member full opportunity of making explanation to the Management Committee.

4.6.2. A resolution to expel a member shall be carried by a majority representing at least two thirds of those members of the Management Committee present and voting on the resolution. If such resolution is carried, it shall be of no effect, provided that the member concerned resigns within one month thereof and, in that event, the provisions of Rule 4.5.2 shall not apply.

4.6.3. Members entitled to introduce guests shall enter the names of all guests in the visitor's book, not more than eight guests may be introduced on any one occasion and the same guest may not be introduced more than six times in any calendar year for sailing guests.

4.6.4. A Member shall not cause any communication in whatever form to be exhibited on the members section of the website without permission of the Secretary.

4.6.5. Complaints of any nature relating to the management of the Club's premises, or to staff, shall be addressed to the General Manager or to a Flag Officer. Under no circumstances shall a member who is not a Flag officer personally reprimand a servant of the Club.

4.6.6. Every member shall furnish and keep furnished the Secretary with an up to date postal and email address or any change in the same which shall be recorded in the register of members and any notice sent to any such address shall be deemed to have been duly delivered. For avoidance of doubt where in these Rules there is any requirement for the Club or its Secretary to circulate any notice of meetings or business thereat to members such notice shall be deemed properly circulated if it is posted on the member section of the website and sent by email to the last known email address of the member shown in the Club register of members. Provided however that any member who wishes to receive notice by post may do so if they do not have access to an email address.

4.6.7. 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 Secretary upon the instructions of the Management Committee.

#### 4.7. Limitation of Club Liability:-

Members, their guests, and visitors are bound by the following rule, which shall be displayed prominently on Club premises

4.7.1. Members of the Club, their guests or visitors use the Club premises and any other facilities of the Club entirely at their own risk, and impliedly accept the following:

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

The Club shall have no liability whatsoever arising out of or connected with any claim or claims for injury loss or damage including loss of or damage to property suffered by any Member, member's guest or visitor to the Club howsoever arising or of whatsoever nature including any claim for consequential loss and whether or not such claim or claims were

caused wholly or in part by the negligence or other breach of duty of the Club or its Officers Management Committee Members servants or agents unless and save only to the extent that such claim shall be indemnified by the Insurers of the Club, if any, current at the date of the event giving rise to such claim or claims.

**4.7.3. Young Persons (those under 18 years or under 25 and in full time education)**

4.7.4a. Supervision and rescue facilities as appropriate are only provided by the Club for Young Persons under the age of 18 during organised sailing or training events but limited only to the actual Young Persons who have been accepted for that event and only during their participation in that event.

4.7.4b. Except as in a. above the Club accepts no responsibility whatsoever for the safety or welfare of Young Persons under the age of 18 brought onto Club premises either by Members of the Club by guests of Members of the Club or as Young Group Members under the supervision of an adult forming part of that group membership.

4.7.4c. No Young Person under the age of 18 is permitted onto Club premises unless at all times under the care supervision and control of an adult member of the Club or Guardian Member or of an adult guest of an adult member who stands in loco parentis to such Young Person(s.) The only exception to this rule is in relation to Young Persons who fall under a. above who must be escorted to the Club and collected immediately upon conclusion of the organised event in which they are participating by an adult Member of the Club.

4.7.4d. Other than as set out in a. above responsibility for the safety and welfare of Young Persons under the age of 18 on Club premises lies solely with the adult member or adult member and adult member's guest, as the case may be, who is responsible for bringing such person onto Club premises

4.7.4e. By bringing Young Persons under the age of 18 onto Club premises members and or their guests or nominated adult supervisors as the case may be accept and agree that in the event of any loss or damage being occasioned to Club property or to the property of other members of the Club or in the event of the Club or its Officers members of staff or any of them incurring any injury loss expense claim or liability arising out of the conduct of such Young Person or arising out of or in connection with any injury to such Young Person that member and or that member and their guest or adult supervisors will indemnify the Club its Officers or staff or other members against any such injury damage loss expense claim or liability.

4.8 Membership of the Club and acceptance of these rules by the Member will be deemed to constitute consent to the holding of relevant personal data by the Club for the purposes of the Data Protection Act 1998.

**4.9. Purchase and supply of excisable goods:-**

4.9.1. The purchase for the Club of excisable goods and the supply of the same shall be exclusively and solely under the control of the Management Committee, any special sub-

committee (comprising elected members of any Management Committee of the Club appointed by the Management Committee) or the Clubs catering contractors where applicable.

4.9.2. Intoxicating liquor shall not be supplied or intended to be supplied otherwise than on behalf of the Club.

4.9.3. No arrangements for any person to receive at the expense of the Club any percentage of commission or similar payment with reference to any purchases of intoxicants shall be permitted. Any profit deriving from the sale of such goods shall be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit for the Club.

4.9.4. No arrangements shall exist for any person directly or indirectly to derive any personal pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club.

4.9.5. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of 18 who are:

4.9.5a. Members and/or guests of members.

4.9.5b. Members of RYA or other affiliated clubs (Associate Members).

4.9.5c. Members of the public, as directed by the Management Committee.

4.9.6. Intoxicating liquor intended for consumption off the premises may be sold to members only.

4.9.7. A member whilst under the age of 18 may not purchase or attempt to purchase intoxicating liquor or any tobacco product within the Club premises.

4.9.8. Subject to the requirements of the licensing authorities, the Management Committee shall cause the Club bar to be open at convenient times. Such times shall be prominently exhibited in the Club premises for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these rules (except those members under the age of 18).

## 5. COMMITTEES.

There shall be a Management Committee and the following sub-Committees whose composition shall be subject to the approval of the Management Committee and shall be subordinate to and report to the Management Committee before each meeting of the Management Committee.

Sailing Committee

House Committee

01/01/2025

## Development Committee

Such other sub-Committees as may from time to time be appointed by the Management Committee.

### 5.1. Membership of Committees:

5.1.1. The Management Committee shall consist of all Officers of the Club and subject to clause 5.2.4 the Chairman for the time being of the Development Committee ex officio and not less than 4 nor more than 7 further full members of the Club. Five to form a quorum. The senior Flag officer present shall be Chairman.

5.1.2. The Sailing Committee shall consist of the Class Captains of each sailing class represented within the club, a representative of the Race Officer, a club member responsible for training and the Beachmaster. Five shall be a quorum. A Flag Officer, when present, shall be Chairman. This Committee shall appoint an Honorary Sailing Secretary who shall be a member of the Committee and shall be responsible for coordinating the sailing activities of the club.

5.1.3. The Development Committee shall comprise of 6 members to be approved annually by the Management Committee and who shall so far as possible represent the different interest groups within the Club, three to form a quorum. It shall propose a Chairman annually who subject to annual election by the members present and able to vote at the AGM of the Club shall be an ex officio member of the Management Committee.

### 5.2. Powers and Duties of Committees

#### 5.2.1. The Management Committee:-

5.2.1a. 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 objects of the Club or for a benevolent or charitable purpose nominated by the general meeting.

5.2.1b. Shall make and amend such byelaws, as it shall from time to time think fit and cause the same to be exhibited in the Club premises for 21 days before the date of implementation. Such Bye- laws shall remain in force until approved or set aside by vote at a general meeting of the Club.

5.2.1c. May appoint such other committees as it may from time to time deem necessary for the convenient running of the Club and delegate subject to terms appropriate responsibilities to its sub committees. Such sub-Committees shall consist of full members of the Club nominated by the Management Committee or otherwise in accordance with these Rules.

5.2.1d. May nominate for election at the AGM such Honorary members, as the Management Committee may think fit. Nominations for Honorary membership shall be put to the vote at the AGM and nominees duly elected if two-thirds of those members present and entitled to

vote are in favour. Such members may not exceed 3 per cent of the membership of the Club up to a maximum of 20 persons.

5.2.1e. May appoint a representative to the RYA and to any other body in which the Management Committee thinks the Club's interests should be represented.

5.2.1f. Shall subject to a prior resolution of the Club in General Meeting authorising the borrowing of money be empowered to borrow for the purposes of the Club such amount of money from time to time and on such terms as to interest and otherwise as the said resolution shall permit. All Club members whether or not voting on such resolution and including members who become members subsequent to the passing of any such resolution shall be deemed to have assented to the same as if they had personally voted in favour in favour of the same.

5.2.1g. Members of the Management Committee or any sub-Committee transacting business for and with the authority of the Club must disclose to third parties that they are so acting.

5.2.1h. The Management Committee or any person or sub-Committee delegated by the Management Committee to act as agent for the Club or its members shall enter into contracts only so far as expressly authorised or authorised by necessary implication by the members. No member shall without the express authority of the membership in General Meeting pledge the credit of the membership.

5.2.1 i. No member of any committee shall vote in favour of placing a contract for goods or services or otherwise incurring any expense with a third party on behalf of the Club without first making full disclosure of any connection interest or benefit which he or anyone connected with him might have directly or indirectly with or from such third party.

5.2.1 j. The Management Committee shall have the power on their own resolution to propose new rules or the repeal or alterations of the Rules. Subject otherwise to the Rules.

5.2.1 k. May appoint full members to fill any vacancy which may occur in the Management Committee or Officers of the Club until the next AGM without reference to the Club in General meeting and provided that such appointee shall not be a failed nominee for such position.

#### 5.2.2 The Sailing Committee:-

5.2.2 a Shall be responsible to the Management Committee for all matters relating to sailing, sail and power training, racing and regattas organised by the Club.

#### 5.2.3 The House Committee:-

5.2.3 a Shall be responsible to the Management Committee for the general administration of the Club and its premises, the bar and galley and arrangements for catering and social functions.

5.2.3b. May, if appropriate, form a social sub committee, not to exceed five members, all of whom shall be appointed by the House Committee.

5.2.3 c If the Management Committee shall decide not to appoint a House Committee all matters relating to the House Committee shall be the responsibility of the Management Committee who may delegate day to day running to the General Manager.

#### 5.2.4 The Development Committee:

Is an advisory body responsible for planning all aspects of the future development of the Club and advising the Management Committee on and making recommendations for specific strategies or projects which it considers would enhance the development of the Club.

#### 5.3. Election and meetings of The Management Committee.

5.3.1. Candidates for election to the Management Committee (not being Flag Officers of the Club) shall be those retiring Officers of the Management Committee eligible to offer themselves for re- election, the Chairman for the time being of the Development Committee and such other Full members who have been nominated either by the Management Committee or proposed and seconded in writing by at least two Full members of the Club, with the nominees written consent.

5.3.2. Such nominations must be received by the Secretary

- (a) From the Management Committee at least 30 clear days before the date of the next AGM and shall be posted on the members area of the website within two days of receipt and details circulated with the notice of the AGM.
- (b) From such Members in writing at least 18 clear days before the AGM together with the names of the proposer and seconder and the nominees written consent and shall be posted on the members area of the website within two days and details circulated to the Members at least 10 clear days before the AGM.

5.3.3. Persons elected to the Management Committee (other than Officers of the Club) are elected for and may serve for a maximum of three years when they must retire at the end of the next AGM. Such retiring members may be nominated and elected for a further term of three years after which they may not then be re-nominated for that Committee until a period of one year has elapsed.

5.3.4. The Management Committee shall meet monthly or at such time, as the Commodore considers necessary, or on the written application to the Secretary of not less than four Management Committee Members. The agenda of all matters to be discussed shall be sent to all Members not less than three clear days before each meeting and members of that committee shall have at least seven days advance notice of the date and time of any meeting.

5.3.5. If the number of candidates for election is equal to or less than the number of vacancies to be filled, then each such candidate shall be deemed to be elected if a majority of those present at the AGM and entitled to vote approve their election on a show of hands. Failing such approval, the Management Committee may fill the vacancy with a full Member not being the failed nominee.

5.3.6. If for any reason a casual vacancy shall occur the Management Committee may co-opt a full member to fill such a vacancy until the next following AGM.

5.3.7. A retiring Commodore may serve as an ex officio member of the Management Committee in the year following his retirement.

5.3.8. Voting in the Management Committee (except in the case of a resolution relating to the expulsion of a member) shall be by a show of hands. A resolution shall be carried if it receives a majority vote. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote. The Management Committee may take a vote outside a meeting by email. In the case of such a vote at least 50% of the Management Committee must vote in favor of a resolution for it to be carried, save as otherwise specified in these rules.

5.3.9. Five Members including one Officer personally present shall form a quorum at a meeting of the Management Committee.

#### **5.4. Meetings of Sub Committees.**

5.4.1. The Sailing and Development Committees shall meet at the discretion of their respective Chairman and at least once a quarter.

5.4.2. All sub-Committees shall have the power to co-opt additional members for specific purposes up to a maximum of one third of the number of elected members.

5.4.3. Chairmen of sub-Committees shall have a casting vote.

#### **5.5 Meetings Generally.**

5.5.1. Members of committees who fail to attend meetings of their committees may be asked by the Management Committee to resign and shall do so.

5.5.2. Co-opted members may serve on a committee until the next AGM.

#### **6. MEMBERS INDEMNITY OF MANAGEMENT COMMITTEE.**

In pursuance of the authority vested in the Management Committee by Members of the Club members of the Management Committee are entitled to be indemnified by the members of the Club against any liabilities incurred by them or any of them on behalf of the Club whenever the contract is of a duly authorised nature or could be assumed to be of a

duly authorised nature and is entered into on behalf of the Club. The limit of an individual member's liability in this respect shall be a sum equal to one year's membership at the then current rate for that category of membership unless the Management Committee has been authorised to exceed such limit by a General Meeting of the Club.

## **7. TRUSTEES**

- 7.1. There shall be four Trustees elected by General Meeting, nominated from among the members, who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee, or until a resolution removing him from office shall be passed at a General Meeting, by a two-thirds majority vote of those present and entitled to vote.
- 7.2. All 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 necessary and practicable, for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee, the Management Committee shall appoint a new Trustee, in his place and such appointment shall be subject to confirmation at the next General Meeting. As soon as possible thereafter, all lawful and practicable steps shall be taken to procure the vesting of all Club property into the names of the Trustees as then constituted after the said appointment.
- 7.3. 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 Management Committee. They shall have the 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 Management Committee's directions. No purchaser, lessee or mortgagee shall be concerned to enquire whether such direction has been given.
- 7.4. The Trustees shall be effectually indemnified by the Management 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 responsibilities or in 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 function of a Trustee of the Club.

## **8. MEETINGS OF THE CLUB**

- 8.1. The financial year shall be from the 1<sup>st</sup> September to the 31<sup>st</sup> August following. The membership year shall be from 1<sup>st</sup> January to 31<sup>st</sup> December following.
- 8.2. An Annual General Meeting of the Club (the AGM) shall be held each year on the first Saturday in December or such other day as the Management Committee shall resolve at which the Officers and other members of the Management Committee shall be elected, and they shall take office immediately upon the conclusion of the AGM. The Secretary shall, at least 28 clear days before the date of such a meeting or any Special General meeting as hereinafter mentioned, circulate to each member notice thereof and of the business to be brought forward thereat, which is available to the Management Committee

at the time of going to press and the same shall be posted on the Club noticeboard and Club website.

- 8.3. No business, except the passing of the accounts, the election of Officers and the Management Committee, the appointment of the Accountants, and any resolutions that the Management Committee may order to be inserted in the notice convening the meeting, shall be discussed at such meeting unless written notice thereof be given to the Secretary at least 18 clear days before the date of the meeting signed by not less than five members of the Club entitled to vote at such meeting. Such resolutions will be forthwith posted on the member section of the website and the Secretary shall circulate details thereof to all Members at least 10 clear days.
- 8.4. Amendments to resolutions may be submitted to the Secretary at least 8 clear days before the AGM and should be signed by not less than five members entitled to vote. Valid amendments will forthwith be posted on the member section of the website and details circulated to members 4 clear days prior to the AGM. To be valid, amendments must consist of a qualification and not merely disagreement. They should be restricted to drafting details and alternative resolutions must be proposed in accordance with Rule 8.3.
- 8.5. A Special General Meeting of the Club may at any time be called by the Management Committee, upon giving not less than 28 clear days' notice in writing, 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 which shall be posted on the member section of the website and circulated to members.
- 8.6. The Management Committee shall similarly call a special General Meeting upon a written request addressed to the Secretary, signed by at least 50 members or at least one fifth of the membership, whichever is the smaller. Such request shall state the object of the proposed meeting. Members shall be given not less than 28 clear days' notice in writing of such a meeting which shall be posted on the member section of the website and details of the agenda for the meeting shall be circulated to members.
- 8.7. At every General Meeting of the Club, the Commodore, or senior Flag Officer or, in their absence, a chairman elected by those present shall preside. Unless otherwise specifically provided in the Rules a resolution shall be carried by a majority of votes. In the event of an equality of votes, the chairman shall have a second or casting vote. A quorum at any General meeting of the Club shall be 50 persons present and entitled to vote.
- 8.8. Attendance at any Special or Annual General Meeting of the Club shall be restricted to Life, Veteran and Single Members, Family Members Loyalty Members- Single, and Loyalty Member- Family including not more than two adult representatives over the age of 18 from each Family membership. All members entitled to attend shall be entitled to one vote save that in the case Family members they are limited to one vote per family unit and not per Family member; any Family member breaching that rule will be required to leave the meeting.
- 8.9. Voting, except upon the election of Officers (see Rule 3.2.) shall be by a show of hands or by secret ballot at the discretion of the Chairman. A resolution put to a General Meeting

shall be decided by a show of hands unless before or on the declaration of the show of hands a poll be demanded by the Chairman or by at least 7 persons present and entitled to vote and unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried unanimously or by a particular majority shall be conclusive.

- 8.10. Subject to rule 8.7 on any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any rule or byelaw of the Club, the resolution shall not be adopted except by a vote in favour of at least two-thirds of those present and entitled to vote.
- 8.11. The acquisition or disposal of any interest in leasehold or freehold land or the disposal of any substantial asset of the Club (a substantial asset shall mean any asset of historical interest, notwithstanding its monetary value or any other asset which the Management Committee considers to be of substantial value), shall only be made following a decision by an AGM or Special General Meeting where two-thirds of those present have voted in favour of such acquisition or disposal.
- 8.12. Without prejudice to the generality of the Rules the Chairman of the AGM or other special General meeting of the Club may in his absolute discretion accept a verbal resolution from the floor of the meeting if it is supported by at least five full Members present and entitled to vote if it relates to business already properly before the meeting and in his judgement to allow it will avoid the need for a further meeting or delay in the progress of existing business and is in overall interests of the Club and all its Members.

#### **9. AMENDMENT OR REPEAL OF CLUB RULES OR BYE-LAWS.**

A resolution formulating new Rules or Bye laws or amending or repealing existing Rules or Bye laws shall be sent by the Management Committee or by at least 12 members of the Club proposed and supported in writing to the Secretary. Notice and full details of such proposals shall be posted on the member section of the website for not less than 28 days and at the end of such period the Secretary shall convene a special General meeting to consider the same or the same may be dealt with at the AGM.) The time place and particulars of proposed amendments repeal or alteration of existing rules or By Laws shall be circulated to all members by post not less than 28 clear days prior to the date of such meeting.

#### **10. DISSOLUTION OF THE CLUB**

- 10.1. If, at an AGM or a Special General Meeting of the Club, a resolution (in this rule called the first resolution) for the dissolution of the Club shall be passed by a majority of three-quarters of the members present and entitled to vote, then the Management Committee or, failing them, the Trustees, shall take immediate steps to convert into money all the properties of the Club, except such conversions as the Club, at the General Meeting, shall authorise them to delay or postpone.
- 10.2. 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 but shall be applied for or given or transferred to an approved sporting or charitable purpose or institution. Such institution or institutions to be determined by the members of the Club by resolution passed at a General Meeting at or before the time of the dissolution.

11. DEFINITIONS:- in these Rules the following words shall have the following meanings.

**“Social facilities”**, include access to the following subject to the Club Regulations.

- a) main clubhouse seating area
- b) bar
- c) galley
- d) toilets
- e) library
- f) car park

**“Sailing facilities”**, include access to the following subject to the Club Regulations and conditions of use

- a) moorings (subject to licence)
- b) club boats
- c) pontoon
- d) launch ramps
- e) winches
- f) scrubbing trolley
- g) Wise travel hoist
- h) yellow hoist
- i) changing rooms
- j) showers

**“The Club”** means the Medway Yacht Club

The masculine shall include the feminine and the singular shall include the plural where the context requires.

**“Officer”** means all or any of the Flag Officers, Honorary Secretary, Honorary Solicitor, Honorary Treasurer or Honorary Mooring Master as the case requires.

**“The Rules”** means these rules or any subsequent amendment or addition thereto approved by a General Meeting of the Club.

**“Full member”** means and includes a Single, Life, Veteran, Loyalty, Young Adult or Family member of the Club who is over 18 years of age.

**“Limited Member”** is any member who is not a Full member under Rule 4.1 and includes members admitted by the Management Committee under Rule 4.4.7

**“Bye- laws”** means any other rules or regulations (including House Rules) of whatsoever nature relating to the affairs of the Club determined by the Management Committee and subsequently approved by the Members which are not inconsistent or at variance with

the Club Rules. In the event of any conflict between the Club Rules and the Club Byelaws the Club Rules shall prevail.

**“Young persons”** shall mean any person or persons under the age of 18 or any person or persons under the age of 25 and in full time education who pays for a Young Person membership or is a Young Person by virtue of a relative being a Family Member.

**12. INTERPRETATION OF RULES.**

In the event of any doubt or difference arising over the interpretation of these Rules or any part thereof including the legitimacy thereof such issue shall be referred in the first instance to the Management Committee whose ruling if it is unanimous shall be final and binding. In the event of the Management Committee being unable to reach a unanimous decision the matter in question will be referred for decision to a Kings Counsel with appropriate experience agreed by the parties to the dispute or failing such agreement such Kings Counsel as shall be nominated by the President for the time being of the Royal Yachting Association.