

# **Constitution of Reading Sailing Club**

As adopted at the AGM held on 24 Jan 2025

## **1. Name**

The name of the club is Reading Sailing Club.

## **2. Club purpose**

The primary purpose of the Club is to provide facilities for and to promote participation in the amateur sport of dinghy sailing in Reading and the surrounding area. To this end the Club:-

- a) provides facilities for competitive and recreational sailing, and for teaching people to sail. The Club caters for dinghy sailing and for other forms of sailing, such as windsurfing and model yachts.
- b) also provides facilities for canoeing.
- c) encourages community participation in these sports for all ages, and abilities.

## **3. Principal means of advancing the objectives**

The Committee has the power to:-

- a) acquire and provide sailing water and related facilities, equipment, clubhouse, and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- b) take out appropriate insurance for the Club, equipment and facilities.
- c) raise funds by subscriptions and fees; however the Committee may not borrow funds without agreement of Club members at a General Meeting.
- d) open bank accounts, invest funds, set aside funds for special purposes or as reserves.
- e) buy, lease or license property and sell, let or otherwise dispose of the same.
- f) employ and engage staff and contractors and provide services. However it is policy to not employ members to provide goods or services.
- g) provide boats and equipment, for use by members, at fees commensurate with encouraging community participation.
- h) co-operate with or affiliate to any bodies regulating or organising the Sport, any club or body involved with it and with government and related agencies;
- i) do all other things reasonably necessary to advance the purposes.

None of the above powers may be used other than to advance the purposes consistently within the rules contained in this Constitution and the law. All surplus income or profits are reinvested in the Club.

## **4. Membership**

- a) Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- b) There shall be eight classes of membership:-
  - i) Full single member
  - ii) Family - for cohabiting couples and their children under the age of 18 years and living at the same address.
  - iii) Couples – for cohabiting couples living at the same address and not requiring membership for children under the age of 18
  - iv) Student - for full time students or apprentices aged 16 to 24 years
  - v) Junior - for people aged 13 to 18 years
  - vi) Former members - for those who no longer participate in on-the-water activities
  - vii) Sailors of model yachts
  - viii) Affiliated organisations
- c) Only full single members and adult members covered by a family or couples subscription (i.e. categories i, ii and iii) where payment of the membership fee is not overdue are eligible to hold office and vote at meetings. Adult members covered by a single, family or couples subscription shall share a single vote at meetings. Members in categories (iv) through to (viii) are not eligible to hold office or to vote at meetings.
- d) The Committee may limit membership according to available facilities provided such limitation is not discriminatory in any way. The Committee may refuse or remove membership only for good reason, such

as conduct or behaviour likely to be injurious to the interests of the Club

- e) Members shall ensure that the membership secretary is provided with up-to-date street and e-mail addresses; any notice sent to either address shall be deemed to have been duly delivered .

## **5. Entrance Fees and Subscriptions**

- a) The Club shall aim to keep fees and subscriptions at levels that do not pose a significant obstacle to people participating. Entrance fees, subscriptions, and boat & trailer park fees shall be decided each year at the annual general meeting. Subscriptions shall be due on the 1st April each year. Subscriptions not renewed by 30th April shall be deemed to have lapsed.
- b) The Committee shall have the authority to determine subscriptions for affiliated organisations, temporary members, and for any circumstances not otherwise defined, provided that such membership be reviewed at the next Annual General Meeting.
- c) The Club shall have, at all times, a lien over members' or former members' boats and trailers parked or moored on the Club's premises or moorings in respect of all monies due to the Club, whether in respect of arrears of parking fees, 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.

## **6. Officers**

The officers of the Club shall comprise a Commodore, Vice-Commodore, Honorary Treasurer, General Secretary, Membership Secretary, Sailing Secretary and Bosun.

## **7. Committee**

- a) Subject to this Constitution the Committee shall have responsibility for the management of the Club, its funds, property and affairs. The Committee may decide its own way of operating and shall have due regard to the law. The Committee shall meet at least three times a year
- b) The Committee shall consist of the officers of the Club and a minimum of two additional persons with duties as proposed at the Annual General Meeting. The Committee may co-opt additional members during the year or delegate functions to club members outside of the Committee. Any Committee member may be re-elected or co-opted without limit. Only those members entitled to vote at general meetings shall be eligible to serve as Committee members.
- c) Annual Club reports, statements of accounts, and minutes of meetings and other records for the preceding two years shall be readily available for inspection by any club member.
- d) Committee meetings shall only be quorate if at least four committee members are present.
- e) Members of the Committee shall be indemnified by the members of the Club out of the assets of the Club from and against liabilities, costs, expenses and payments properly incurred or made by them in the exercise of their duties on behalf of the Club.

## **8. General meetings**

Such meetings require 21 clear days written notice to members. All members may attend all general meetings of the Club. The quorum for all general meetings is 20% of the membership which is eligible to vote. The definition of those members entitled to vote is defined in the clause of this document that describes the categories of membership. The Commodore or (in his or her absence) another member chosen at the meeting shall preside.

Except as otherwise provided in this Constitution every resolution shall be decided by a simple majority of the votes cast. In the event of equal votes, the Chair is entitled to a casting vote.

## **9. Annual General Meetings**

The financial year shall end on 31st October each year. The Annual General Meeting shall be held each year no later than the 31st January. At each AGM:-

- a) the Members shall elect the officers and Committee members to serve until the next AGM.
- b) the Treasurer shall produce accounts of the Club for the preceding financial year.
- c) the Committee shall present a report on the Club's activities since the previous AGM.
- d) the Members shall approve a suitable person to examine the accounts for the presentation at the next AGM.
- e) the Members shall discuss and vote on any resolution and deal with any other business put to the meeting.

## **10. Changes to constitution**

The constitution may be amended only at a General Meeting of the Club and by 75% of the votes cast. The constitution shall not be changed in any way that would jeopardise the Club's status as a Community Amateur Sports Club as first provided for by the Finance Act 2002.

The Club Purpose may be changed to include another eligible sport if the Committee unanimously agree and the members also agree the change by a 75% majority of votes cast.

## **11. Burgee**

The burgee of the Club shall be a blue pennant bearing a broad vertical wavy band in gold.

## **12. Safety**

The Committee shall periodically review, and if necessary, update the safety regulations of the Club. The safety regulations shall be published by such means as the Committee deems appropriate (such as on the Club's website) and also displayed in the clubhouse.

## **13. Affiliation to the RYA**

The Club shall be affiliated to and adhere to the rules of the Royal Yachting Association.

## **14. Abandoned boats and trailers**

If at any time the subscriptions payable to the Club by any member or former member shall be one month or more in arrears and a boat and/or trailer the property of a member or former member remains upon the Club premises 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 another part of the premises without being liable for any loss or damage to the boat howsoever caused.
- b) give three months' notice in writing to the owner of the boat at his last known address as shown in the register of members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription or parking fees or otherwise) from the net proceeds of the sale before accounting for the balance to the member or former member.
- c) Alternatively, any boat and/or trailer which in the opinion of the Committee cannot be sold may, upon such notice aforesaid, be disposed of in any manner the Committee thinks fit, and that the expense be recovered from the owner or the member or former member.
- d) Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the member or former member.
- e) 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 (14.ii) 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 (14.ii) 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 he/she be the said member or former member or otherwise) for a period of six years.

## **15. Winding up the Club**

The Club may be dissolved only after a resolution to this effect has been put to a General Meeting of the Club and passed. A special General Meeting of the Club must then be convened not less than one month thereafter to discuss and vote on the resolution. If, at that special General Meeting the resolution is carried by at least two thirds of the members eligible to vote and present at the meeting, the Committee shall thereupon, or at such date as shall have been specified in the resolution, be responsible for the orderly winding up of the Club. After settling all liabilities of the Club, the Committee shall dispose of the net assets remaining to one or more of the following:

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

## **16. Limitation of club liability**

Members of the Club use the Club premises, and any other facilities of the Club, entirely at their own risk and by so doing accept that:

- 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 or any other facilities of the Club, regardless of whether such injury was sustained by members or caused by the members, and regardless of whether or not such injury could have been attributed to the neglect, default or negligence of any of the members, the Officers, Committee, Trustees or Servants of the Club.

A statement to the above effect shall be exhibited in a prominent place within the Club premises.

## **17. Data Protection**

By joining the Club, the member will be deemed to consent to the holding of relevant personal data for the purposes of the Data Protection Acts.

## **18. Guests**

Members shall enter the names of all guests in the Visitors' Book, and indicate whether they are present as spectators or sailors. Unless explicit consent is obtained from the Committee, no more than 3 sailing guests may be introduced by any member on any one day, and the same guest may not be introduced more than 3 times in any calendar year.

## **19. Trustees**

- a) There shall be at least three Trustees of the Club appointed as necessary by the Committee from among Full and Family Members. All the property of the Club, including land and investments, shall be held by the Trustees in their own names on trust for the use and benefit of the Club.
- b) The Trustees shall act, in regard to any property of the Club held by them, in accordance with the directions of the Committee, and - when acting in this manner - shall have (subject to clause 3c above) the power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club.
- c) A Trustee shall hold office until he/ she shall resign by notice in writing given to the Committee, or until a resolution removing him / her from office shall be passed at a meeting of the Committee.
- d) In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his/her place, and shall - as soon as possible thereafter - take steps to vest all Club property into the names of the Trustees as constituted after such nomination.
- e) For the purpose of giving effect to any such nomination, the General Secretary is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he/she shall by Deed duly appoint the person or persons so nominated by the Committee.
- f) The Trustees shall be indemnified by the members of the Club out of the assets of the Club against any liability, costs, expense or payment properly incurred or made by them in the exercise of their duties.

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