

BYE-LAWS
(CONSTITUTIONAL)

FOR

ROYAL TAY YACHT CLUB LIMITED

Limited by Guarantee



Adopted 22 June 2016

ROYAL TAY YACHT CLUB LIMITED

CONSTITUTIONAL BYE-LAWS

The Directors and Club Members may make from time to time such reasonable and proper rules or Bye-Laws which are deemed necessary or expedient for the proper management of the Club. Bye-Laws shall be binding on all Members. No rule or Bye-Law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

Bye-Laws which are classified as Constitutional may only be amended by a special resolution. Other Bye-Laws which are classified as Operational may be introduced or amended to by the Directors.

The Bye-Laws in this document are all classified as Constitutional.

1 CLASSES OF MEMBERSHIP AND RIGHTS ATTACHED

CLUB MEMBERS are defined as the Company Members of Royal Tay Yacht Club Ltd. As such they have full voting powers at general meetings and are guarantors of the Club's debts (limited to £1 per Club Member).

OTHER CLASSES OF MEMBERS comprise all other classes other than Club Members. They do not have full voting rights and are not guarantors.

The Other Classes of Member are:

(A) Club Member

- (1) Any person admitted as a Club Member as defined in the Articles.
- (2) All "Sailing" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (3) All "Life Members" transferred from the unincorporated organisation The Royal Tay Yacht Club.

Club Members shall pay the full subscription subject to the following concessions:

- (i) Life Member concession ~ all Club Members who were formerly Life Members shall pay no subscription.
- (ii) Young Adult ~ aged between 18 and 22 shall pay 40% of the full subscription.
- (iii) Spouse/ partner of a Club Member paying the full subscription and living at the same address shall pay 40% of the annual subscription.
- (iv) Senior ~ any Club Member aged 75 or older shall pay 25% of the full subscription subject to having been a Club Member (and/or a Sailing Member in The Royal Tay Yacht Club) for a minimum of 5 consecutive current years.

All concession subscriptions shall be rounded up to the nearest whole pound.

Concession rates can only be applied from 1 September following the year in which the concession qualifications are met or in the case of a new Club Member from the date of admission.

There shall be the following transitional arrangements:

- (i) any Club Member being a former Sailing Member of The Royal Tay Yacht Club who upon attaining the age of 65 with the relevant qualifying service was paying the concession rate of 60% of the full subscription shall continue to be entitled to this concession.
- (ii) Any Club Member who was formerly classified as a Sailing Member of The Royal Tay Yacht Club having prior to that been a "Lady Member" shall pay 40% of the full subscription.

Family Discount ~ a discount of 10% shall be applied to the combined subscriptions of two Club Members being husband/ wife/ partners and their Cadet Member child/ children all residing at the same address. This discount shall be rounded down to the nearest whole pound.

(B) **Social Member**

- (1) All Social Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (2) Any person admitted as a Social Member who is permitted to use the social facilities of the Club only.
- (3) The full annual subscription for a Social Member shall be no less than 50% of the full subscription for a Club Member and shall in no circumstances exceed it.
- (4) Spouse/ partner of a Social Member paying the full Social Member subscription and living at the same address shall pay 50% of that annual subscription.

(C) **Cadet**

- (1) All "Cadet" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (2) Any person elected as a Cadet Member who is aged 7 to 17 inclusive.
- (3) Cadet Membership shall end on 31 August each year and is subject to re-election.
- (4) At 18 a Cadet may apply to be a Club Member and if elected shall not pay any further subscription in the current subscription year.

(D) **Associate Member**

- (1) All "Associate" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (2) A person who has an interest in boating or other sporting activities and wishes restricted use of certain Club facilities.
- (3) Associate members are subject to annual re-election.
- (4) Subscription shall be at the discretion of the Directors.

(E) **Temporary Member**

- (1) Any person with an interest in boating or other sporting activities and wishes use of certain facilities for a period of less than one year.
- (2) Duration and subscription shall be at the discretion of the Directors.

(F) **Visiting Member**

- (1) All "Visiting" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.

- (2) One who is a Member of a boating club, a sports club, a member of the Armed Forces or Mercantile Marine or one on leave from overseas with an interest in boating, may be admitted for up to 14 days. His/her name must be entered in the Visiting Members' Register.
- (3) One who is a participant in any race, boating event, training activity sponsored by or on behalf of the Club may be admitted for the period from 24 hours before to 24 hours after such race, boating event or training activity.

(G) **Honorary Member**

- (1) All "Honorary" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (2) Any person who is of service to Boating or the Club or who has served Boating or the Club elected at a general meeting.
- (3) Position is for one year only but may be subject to re-election.
- (4) He or she shall pay no subscription.
- (5) The number of Honorary Members shall not exceed 10.

(H) **Affiliate Member**

- (1) All "Affiliate" Members transferred from the unincorporated organisation, The Royal Tay Yacht Club.
- (2) One who is a member of another sporting club or sporting organisation with which the Club has entered into an Affiliation Agreement and who may use such facilities as permitted by that Agreement.

2 MEMBERSHIP APPLICATION/ ELECTION PROCEDURE

(to be read in conjunction with Article 11 of the Articles of Association)

- (1) Applications for all classes of membership (with the exception of Honorary Life, Associate, Temporary and Affiliate) must be submitted on the prescribed forms. These may be submitted in electronic format.
- (2) Applicants may be required to provide further information and/ or attend an interview.
- (3) Upon notification of admission the subscription shall become payable within one calendar month.
- (4) Membership shall only commence upon payment of any subscription due.
- (5) Upon admission a Member shall be entitled to all the benefits and privileges of his or her class of membership and be bound by the Club rules.
- (6) If membership is refused then:
 - (i) The Directors must inform the applicant in writing within 21 days of the decision: and
 - (ii) The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following consideration of any written representation must be notified to the applicant in writing.

3 SUBSCRIPTIONS AND ENTRANCE FEES

- (1) Subscriptions and entrance fees payable to the Club shall be fixed or varied by the Director. Any change shall be notified to Members at least three months prior to the start of the ensuing subscription year.

Subscriptions shall be set at a level which does not pose a significant obstacle to participation in the sport.

- (2) The Subscription year shall run from 1st September, upon which date all subscriptions are due for payment. Members elected during the current year shall pay such subscription as the Directors determine. Subscriptions received after the due date will be subject to such late handling charge as stated in the subscriptions notice. The Directors may at their discretion charge an entrance fee or apply an introductory discount.
- (3) Upon written application to the Directors special consideration may be given to individual Members.

4 CLUB MANAGEMENT

Per Article 5 of the Articles of Association the Directors are responsible for the management of the Club's business.

In furtherance of this requirement the Directors shall ensure that the day to day management of the Club is conducted through:

- (1) The Sports Committee
- (2) The Management Committee

(1) The Sports Committee

- (i) The Sports Committee is responsible for the sports and related activities within the Club.
- (ii) The Sports Committee shall comprise the Commodore and the Vice Commodore (who shall be termed Flag Officers and who shall both be Directors) and no fewer than 5 other Members representing various sports activities and responsibilities.
- (iii) The Commodore whom failing the Vice-Commodore shall chair the Committee.
- (iv) The actual composition of the Sports Committee (subject to (ii) above) shall be determined by the Commodore.
- (v) The Sports Committee shall meet regularly and minutes of all meetings shall be taken and made available to Members.
- (vi) The quorum shall be 4.

(2) The Management Committee

- (i) The Management Committee is responsible for administration, membership, clubroom management, property management, social and various activities as required by the Directors.
- (ii) The Management Committee shall comprise a Convener and Vice-Convener (who shall both be Directors) and no fewer than 5 other Members.
- (iii) The Convener whom failing the Vice-Convener shall chair the Committee.
- (iv) The actual composition of the Management Committee (subject to (ii) above) shall be determined by the Convener.
- (v) The Management Committee shall meet regularly and minutes of all meetings shall be taken and made available to Members.
- (vi) The quorum shall be 4.

5 ELECTION OF DIRECTORS

- (i) The election of Directors is regulated by the Articles of Association.
- (ii) The Club Members shall elect a Commodore and Vice-Commodore annually or shall be appointed by the Directors in the event of there being a vacancy. The Commodore and Vice-Commodore shall be Directors.
- (iii) The Club Members shall elect a Convener and Vice-Convener annually or shall be appointed by the Directors in the event of there being a vacancy. The Convener and Vice-Convener shall be Directors.
- (iv) As provided by the Articles, the Directors shall appoint a Chair. The Chair shall not be any of the Commodore, Vice-Commodore, Convener or Vice-Convener.
- (v) No Member may hold any more than one office or may stand for more than one office at any time.

6 MEMBERSHIP RIGHTS AND OBLIGATIONS

(1) General Conduct

Every Member is deemed to have notice of, and impliedly undertakes to comply with the Club Articles, and the current Bye-Laws and Regulations of the Club.

(2) Conduct towards Staff etc

Members and their guests have a duty to behave toward staff in an appropriate way. Staff includes a Director, a member of any authorised committee, paid staff, voluntary staff, the catering franchisee and staff, and the staff of any independent contractors working on Club premises. If there is dissatisfaction with any level of service that cannot be resolved amicably then this matter should be drawn to the attention of the Club Manager. If there is continued dissatisfaction or the dissatisfaction relates to the Club Manager then the matter should be referred to the Management Committee.

(3) Visitors

A Member may introduce four guests at once to the Clubhouse but not more than eight in seven consecutive days. No guest shall be supplied with excisable liquor unless on the invitation and in the company of a Member and only after the Member has completed the required details in the book provided. Members shall be responsible for the conduct of their guests and shall pay all charges.

(4) Health and Safety

There is a published Health and Safety Policy together with a Risk Assessment in respect of our sporting activities. Members should be familiar with the contents of the Health and Safety Policy and Risk Assessment. Members have a duty to:

- (i) Take reasonable care for their own health and safety and that of others who may be affected by what they do or not do.
- (ii) Co-operate with the Club on health and safety issues.
- (iii) Correctly use all equipment provided by the Club.
- (iv) Not interfere with or misuse anything provided for health, safety and welfare.

(5) Safeguarding Children and Protected Adults

There is a published Policy for Safeguarding Children and Protected Adults. It is a requirement of all involved with training and working with children and

protected groups to be familiar with the policy, adopt the guidelines and meet the standards. Equally it is good practice for all members to have an understanding of the policy and guidelines as this will help to promote the necessary standards throughout the Club.

(6) **Insurance**

A Member with an interest in a vessel shall have in force adequate insurance to cover claims by third parties against him or her. The minimum amount of cover shall be as specified from time to time. For the avoidance of doubt this rule applies to all vessels irrespective of where they are kept or whether or not they are in use.

(7) **Personal and Contact Details and Data Protection Act**

Members undertake to provide notification of change of name, status, address and other contact details.

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

(8) **Broadcasting and Communication**

Unless authorised no Member shall communicate with broadcasting, the press or the public on Club affairs. Broadcasting includes the use of social media.

7 BAR AND LICENSING LAWS

Excisable liquors shall not be sold or supplied for consumption outside the Club except to a Member on the premises for his or her own consumption or to a person holding an excise licence for the sale of such liquor. No excisable liquor shall be sold or supplied to any person under 18. No Director and no Manager or Servant employed in the Club shall have any interest in the sale of excisable liquor therein or in the profits thereof. Prices shall be fixed by the Directors and a tariff shall be placed in the Clubhouse.

The hours during which excisable liquor may be sold or supplied to Members other than those resident in the Club shall be fixed by the Directors in accordance with the Licensing (Scotland) Acts. A notice stating these hours shall be posted in a conspicuous place in the Clubhouse.

8 LEGAL AND DISCLAIMER

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

(i) The Club will not accept liability for any damage to or loss of property belonging to Members, their guests or visitors of the Club.

(ii) The Club will not accept any liability for personal injury arising out of use of the Club premises and any other facilities of the Club, or out of participation in any race organised by the Club, whether sustained by Members, their guests or visitors, or caused by the said Members, guests or visitors, whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of the Directors, Committee Members or servants of the Club.

- (iii) Before inviting any guests or visitors onto the Club premises to participate in any events organised by the Club, Members will draw attention to this rule.
- (iv) Parents and guardians are warned that the Club provides safety boat facilities only during the hours of official training and competition. The Club does not accept any responsibility for the supervision, control and safety of their children and wards outside these hours nor does it accept responsibility for children or other persons not engaged in official sessions.

9 OTHER MATTERS

- (i) The Club's headquarters and registered office shall be Fort William House, 34 Dundee Road, Broughty Ferry, Dundee DD5 1LX.
- (ii) The Club's station shall be West Ferry Bay, Dundee.
- (iii) The Club's flags shall be a red burgee incorporating the club crest and the Red Ensign.
- (iv) The accounting reference date/ financial year end shall be 31 August.
- (v) The annual general meeting shall be held within 6 months of the financial year end.

Adopted 22 June 2016