

**BYE LAWS of Bewl Sailing Association (THE "CLUB")**  
**ADOPTED: January 2017**

**PART 1: INTERPRETATION**

**1. INTERPRETATION**

1.1. These Bye Laws are made pursuant to Article 13.4.2.

1.2. In these Bye Laws, unless the context requires otherwise:

**Articles** - means the articles of association of the Club from time to time and Article refers to a particular provision in them;

**Boating** - means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means;

**Bye Laws** - means these bye laws of the Club made pursuant to Article 13.4.2, and Bye Law refers to a particular provision in them;

**Club Assets** - means all property or equipment made available (whether for a fee or without charge) owned or managed by the Club from time to time;

**Club Member** - means a company member of the Club, as that term is defined by section 112 of the Companies Act 2006, and Club Membership shall be interpreted accordingly;

**Fees** - shall have the meaning given in Bye Law 6.1;

**Member** - means any member of the Club who has received notice of acceptance from the Membership Representative and whose subscription is up to date; and

**Royal Yachting Association and RYA** - means the Royal Yachting Association, a company limited by guarantee registered in England and Wales with registered company number 00878357.

**Site** - means the location and facilities provided by the owners of Bewl Water at Bewlbridge Lane, Lamberhurst, Kent, TN3 8JH.

1.3. These Bye Laws are supplemental to the Articles. Nothing in these Bye Laws is intended to contradict the Articles or the provisions of the Companies Acts and, in the event of any inconsistency between any provision of these Bye Laws and any provision of the Articles, the Articles will prevail.

1.4. Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the Articles.

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

**PART 2: MEMBERSHIP**

**2. MEMBERSHIP**

2.1. Membership shall be open to anyone interested in the sport of Boating on application, regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.

2.2. Article 11.5 gives the Directors the power to create different classes of Membership, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, Associate Membership conveys neither Club Membership nor any of the rights or privileges of Club Membership under the Articles or the Companies Acts.

### 3. ELIGIBILITY FOR MEMBERSHIP

- 3.1. **Full Membership** is open to any individual aged 18 or over, and to each of the members of a family grouping of one or two adults, living together, with any number of children within their guardianship under the age of 18 who is interested in the sport of Boating. The family grouping will pay a single family subscription. The adult who pays the subscription will be the "lead adult" and will be a **Club Member**. Each other member of the family grouping will be an **Associate Member**. Only the lead adult will be a Club Member and, as such, will have and may exercise all the rights and privileges of Club Membership. For the avoidance of doubt, only the lead adult will have the right to receive notice of, and to attend and vote at, any general meeting. Full Members are **Club Members** with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts.
- 3.2. **Junior Membership** is open to any individual under the age of 18 at the renewal date who is interested in the sport of Boating. Junior Members are Associate Members, and as such have no right to attend or vote at general meetings.
- 3.3. **Temporary Membership** applies only to guests of Club Members and visitors participating in sailing events and is open to members of other RYA recognised clubs or organisations. Temporary Members have no right to attend or vote at general meetings.

### 4. BECOMING A MEMBER

- 4.1. Every applicant for Membership shall complete the application **form provided** on the BSA website **or available from the Membership Representative**.
- 4.2. An application for Membership shall be in the form from time to time prescribed by the Directors, and shall include the name and address of the applicant.
- 4.3. Upon receipt of an application for Membership, there shall be an interval of at least two days before the meeting of the Directors, at which the application for Membership shall be considered.
- 4.4. The Directors have sole discretion to decide whether or not to accept an application for Membership.
- 4.5. The Directors may refuse applications for Membership only for good cause, such as conduct or character likely to bring the Club or the sport of Boating into disrepute. Appeals against the Directors' decision to reject an application for Membership may be made to the Club Members in a general meeting.
- 4.6. The Membership Representative shall inform each applicant in writing as to whether or not the applicant's application for Membership has been approved by the Directors, and the Membership Representative shall provide successful applicants with a link on the BSA website to the Articles and these Bye Laws, and the Membership Representative shall also request payment of any applicable fees.
- 4.7. Every successful applicant shall, upon becoming a Member, provide the Membership Representative with up-to-date postal and email (if available) addresses which shall be recorded in the register of Members, and any notice sent to such address shall be deemed to have been duly delivered.
- 4.8. Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the Club Assets.
- 4.9. All members are expected to volunteer for duties from time to time.
- 4.10. Members should be aware that photographs may be taken for club promotional purposes from time to time and posted on the website and/or used in other media. Members wishing this not to be the case should advise the Club in writing. A full policy statement can be provided on request.

### 5. RIGHTS AND PRIVILEGES OF MEMBERSHIP

- 5.1. The rights and privileges of each class of Membership shall be as follows, subject in each case to the provisions of the Articles and these Bye Laws:
  - 5.1.1. Club Members, Associate Members, Junior Members and shall have the full use of all the Club Assets;
  - 5.1.2. Temporary Members shall have use of the Club Assets, but they:

- (a) shall have no right to enter Club races or regattas unless specifically authorised by the Membership Representative or the Directors;
- (b) shall have no right to bring guests to the premises of the Club;
- (c) shall have no right to take any part in the management of the Club;
- (d) are deemed to have notice of and impliedly undertake to comply with the Articles and these Bye Laws; and
- (e) shall be liable to be expelled from the Clubhouse and/or prohibited from using the Club Assets if, in the opinion of the Membership Representative or Directors, they have not reasonably complied with the conditions set out in the Articles and these Bye Laws in force from time to time.

- 5.2. Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the Club Assets.

## 6. MEMBERSHIP SUBSCRIPTIONS AND FEES

- 6.1. The following fees (the **Fees**) shall be payable by Members, as applicable in accordance with this Bye Law 5: - an annual subscription fee in respect of their Membership;
- 6.2. The Fee rates for Membership shall be proposed by the Directors to the Club Members at the AGM 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 January in the year following.
- 6.3. The current Fee rates shall be prominently displayed on the BSA's website.
- 6.4. Fees will be kept at levels that will not pose a significant obstacle to people participating.
- 6.5. All members shall pay the applicable Fees for their first year of Membership within one calendar month of becoming a Member, and thereafter on the anniversary of their acceptance as a member.

## 7. TERMINATION OF MEMBERSHIP

- 7.1. If a Member fails to pay any applicable Fees that are due within one calendar month of becoming a Member, their Membership shall be automatically terminated.
- 7.2. A Member wishing to cancel their Membership shall give notice in writing to the Membership Representative and shall not then be liable to pay the subscription for the following year. A Member who re-tires in accordance with this Bye Law shall not be entitled to have any part of their Fees refunded.
- 7.3. The Directors may cancel, without notice being given, the Membership of any Member whose Fees are more than three months in arrears (in whole or in part), provided that the Directors may, at their sole discretion, re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any Club event or regatta or (if applicable) vote at any general meeting.
- 7.4. Appeal against termination or non-renewal of Membership may be made to the Club Members by submitting a written notice to the Membership Representative, who shall, upon receipt of such a notice, include the appeal on the agenda for the next general meeting.
- 7.5. Any person who has been expelled from Membership shall not be entitled to have any part of their Fees refunded and must immediately return any trophy or trophies held.

## 8. CONDUCT OF MEMBERS & DISCIPLINARY ACTION

- 8.1. Every Member is deemed to have notice of, and undertakes to comply with, the Articles and these Bye Laws, and also to comply with all relevant rules and regulations of the Site owner/landlord.
- 8.2. Any breach of Bye Law 7.1 or any conduct which, in the opinion of the Directors, 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 Directors, which may include expulsion or non-renewal of Membership.

- 8.3. Before taking any disciplinary action against a Member, the Directors shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct to the Directors or to voluntarily cancel their Membership.
- 8.4. The Directors (or any person to whom the Directors shall delegate this power) may temporarily suspend or exclude a Member from particular training sessions, racing and/or wider Club activities, if they consider in their sole discretion that such action is in the best interests of the Club.
- 8.5. 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 Directors or by the Membership Representative upon the instructions of the Directors.
- 8.6. A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Club Rule relating to the settlement of such indebtedness.
- 8.7. Complaints of any nature relating to the management of the Club shall be addressed in writing to the Membership Representative. Under no circumstances shall a servant of the Club be personally reprimanded by a Member.

## 9. GUESTS

- 9.1. Members may bring guests to BSA, but in doing so must comply with all relevant rules and requirements of the Site owner/landlord.

## 10. LIMITATION OF CLUB LIABILITY

- 10.1. Members use the Club Assets entirely at their own risk and accept that:
  - 10.1.1. the Club will not accept any liability for any damage to or loss of property belonging to Members;
  - 10.1.2. Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions.
  - 10.1.3. Membership and acceptance of the Articles and these Bye Laws will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998 (as amended).
- 10.2. Bye Law 10.1 shall be exhibited on the website.

## PART 3: MANAGEMENT

### 11. OFFICERS

- 11.1. The management and operation of the Club will be conducted by the **Officers**. Only Club Members shall be eligible to stand for election as Officers, to be appointed in accordance with Article 6.
- 11.2. The Officers will consist of no less than two **Directors** (President and Vice President) who will be recorded as Directors of the Club at Companies House, and no less than three **Representatives**. All Officers (i.e. Directors and co-opted Representatives) shall have voting rights at officers' meetings.
- 11.3. The **Directors** shall:
  - 11.3.1. give direction to the organisation and running of the club, ensuring that the affairs of the Club are conducted in accordance with the wishes of the Club Members;
  - 11.3.2. keep custody of all club documents;
  - 11.3.3. chair meetings and keep full minutes of all officers' meetings, general meetings (including AGMs), and meetings of any committees established by the Directors from time to time, and all minutes shall be confirmed and signed by the appropriate chairman upon the agreement of the Directors, Club Members, or relevant committee (as appropriate) at the next following Directors' meeting, general meeting, or relevant committee meeting;
  - 11.3.4. administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Directors, Officers, employees, and Members;
  - 11.3.5. maintain contact with the Club's legal advisor to ensure that the Club's affairs are managed in accordance with all applicable laws;

- 11.3.6. maintain any such certificates or registrations, and complete any such non-financial returns as may be required by law;
- 11.3.7. 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, in compliance with all legal requirements applicable to companies; and
- 11.3.8. cause all returns as may be required by law in relation to the accounts of the Club to be rendered at the due time.

11.4. The **Membership Representative** shall:

- 11.4.1. manage the membership application and renewal process;
- 11.4.2. keep a register of Members' names and addresses, including the class of Membership for each Member; and
- 11.4.3. correspond with applicants and members regarding membership issues and enquiries.

11.5. The **Sailing and Events Representative** shall:

- 11.5.1. plan and coordinate as required all aspects of the sailing and social programmes;
- 11.5.2. correspond and liaise with the Site owners and other users of the Site, as required, to ensure that the sailing and social programmes are agreed; and
- 11.5.3. seek cooperation and/or assistance from the owners and other users of the Site to ensure the smooth running of the programmes.

11.6. The **Duties and Volunteers Representative** shall:

- 11.6.1. plan and coordinate the activities and allocated duties as required for the running of club events, including the duty rosters for race management and support boat;

11.7. Representatives of other Boating groups:

- 11.7.1. the Directors may invite representatives of other Boating groups to join the Officers in running and managing the club and/or to join Officer's meetings.

## 12. ELECTION OF OFFICERS

- 12.1. The Officers will be elected at the AGM each year to hold office until the termination of the next following AGM.
- 12.2. The Directors may at any time co-opt any individual who is a Club Member to fill a vacancy in their number or (subject to the maximum stated in Bye **Law 11.2**) as an additional Director, but a co-opted Director holds office only until the next AGM.
- 12.3. Candidates for election as Officers shall be those Club Members whose nominations (duly proposed and seconded in writing by other Club Members) have (with their consent) been received by the Directors at least twenty eight days before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder shall be posted on the Club's website at least fourteen days prior to the date of the AGM.
- 12.4. If the number of candidates for election as Directors at any AGM is equal to or less than the number of vacancies to be filled then all candidates shall be elected if two thirds of those present in person or by proxy and entitled to vote at the AGM vote in favour of such election.
- 12.5. If the number of candidates for election as Directors at any AGM is greater than the number of vacancies to be filled then there shall be a ballot. If the ballot fails to determine the Directors to be appointed because of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- 12.6. The Officers shall meet at least every two months making such arrangements as the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provisions of the Articles.
- 12.7. The quorum for meetings of Directors shall be two Officers.

## PART 4: MISCELLANEOUS

13. **MISCELLANEOUS**

- 13.1. The Assets shall be available to Members at such times as the Directors shall direct.
- 13.2. The Members acknowledge that these Bye Laws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.
- 13.3. These Bye Laws may be amended by the Directors from time to time.

Version V1\_7a - Jan 2017