



# Ilfracombe Yacht Club

The Quay • Ilfracombe • Devon • EX34 9EQ

01271 863 969

Affiliated to the Royal Yachting Association

And a Member of The Bristol Channel Yachting Conference

## ILFRACOMBE YACHT CLUB CONSTITUTION & RULES

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    - 8.1 Approved 28/02/04**
    - 8.2 Amended 24/08/05 (CASC) .**
    - 8.3 Amended 25/02/06 AGM**
    - 8.4 Amended AGM 08 (Membership)**
    - 8.5 Amended 09/09/09 (Senior Membership)**
    - 8.6 Amended 07/03/15 (Rear Commodore)**
- NB: Above numbering has changed to reflect update**
- 9. Constitution and Rules updated 08/01/2020**

## **Section 1 - Name and Objects**

- 1.1 The name of the Club shall be 'THE ILFRACOMBE YACHT . CLUB' (hereinafter referred to in these rules as the Club).
- 1.2 The object on which the Club is formed is to promote and facilitate the sport of yachting in all its forms, and also to provide social and other facilities for Members as may be from time to time determined. The Income and Property of the Club shall be applied solely towards promoting the Clubs' objectives as set forth in this Constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club. **For clarification: Members of the Club may not be Employees of the Club**

## **Section 2 – Flag Officers**

- 2.1 The Flag Officers of the Club shall be Full or Family Members of the Club and shall consist of a Club President, a Commodore, a Vice-Commodore, A Rear Commodore, an Honorary Secretary and an Honorary Treasurer. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election. No officer to hold more than one position at any one time
- 2.2 **Duties of the Club President**  
The responsibility of the Club President is to provide an overview to the management and administrative operation of the Club and to provide leadership and support to all its Members. The President may achieve this through effective communication and responsible overview. The President is an ex-officio Member of the Management Committee and has no vote.
- 2.3 **Duties of the Commodore**  
To chair the Management Committee and Sub-Committee meetings, to manage the Club under the direction of the Club's elected Management Committee.
- 2.4 **Duties of the Vice Commodore**  
To deputise for the Commodore at the request of the Commodore or the elected Management Committee. To act as "The responsible Person" as required by the Fire Safety Order 2005.
- 2.5 **Duties of the Rear Commodore**  
To advise and support the Commodore and deputise at the request of the Commodore or the elected Management Committee. The Rear Commodore is an ex-officio Member of the Management Committee and has no vote.
- 2.6 **Duties of the Honorary Secretary**  
Honorary Secretary shall ;-  
a) Keep custody of all Club documents  
b) Conduct all the correspondence of the Club  
c) Keep and be responsible for a Register of Club Members' names and contact details  
d) Keep full minutes of all meetings of the Club, the Management Committee and Sub-Committees, which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Management Committee or Sub-Committee at the next following meeting of the Club, the Management Committee or Sub-Committee  
e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its' Officers and its' Members

- f) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law
- g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law

## 2.7 Duties of the Honorary Treasurer

The Honorary Treasurer shall:-

- a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club
- b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time
- c) Prepare an Annual Balance Sheet as at 31<sup>st</sup> December in each year and cause such Balance Sheet and accounts to be audited at least once annually and shall thereafter cause the same to be exhibited within the Club premises at least fourteen days before the date of the Annual General Meeting

## 2.8 Club Accountants shall:-

- a) Be appointed at the Annual General Meeting in each year and shall be appropriately qualified
- b) The Club Accountants shall prepare the accounts of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Management Committee

## Section 3 - Membership

- 3.1 There shall be the following categories of Membership with or without power to vote at all meetings of the Club as indicated hereunder. The rights and privileges of each category of the Members are as defined in the latest edition of the bylaws of the Club.

**SINGLE FULL MEMBER** - Being a person, who at the date of election, is over eighteen years of age and under sixty-five years of age with a vote

**FAMILY MEMBERSHIP** - Which expression shall include one or two parents or co-habiting couple (as may be) over eighteen years of age and under sixty-five years of age with a vote, and all their children below the age of eighteen years of age with no vote.

**SINGLE SENIOR MEMBER** - Being a person, who at the date of election is sixty-five years of age on or before the renewal date of membership on 28<sup>th</sup> December with a vote. Existing Members still qualify at sixty years of age

**SENIOR FAMILY MEMBERSHIP** - A senior family membership is eligible when the older of the couple, married or co-habiting, at the date of election is sixty-five years of age on or before the renewal date of the membership on 28 December with a vote. Existing Members still qualify at sixty years of age

**STUDENT MEMBER** - Being a person who at the date of election, is between eighteen and twenty-five years of age with a vote

**JUNIOR/CADET MEMBER** - Being a person who at the date of election, is under the age of eighteen with no vote

**Y-SAIL MEMBERSHIP** - Being a person who at the date of election, is under eighteen years of age, with no vote.

**LIFE MEMBER** - This category is a 'Gift' from the Club in recognition for extraordinary services to the Club over a lengthy period of time and is limited to six Life Members at any one time and has no vote

**VISITOR MEMBER** - Being any person over eighteen years of age and who lives over thirty miles from the Club, or is a Member of an RYA Club or Organisation

**HONORARY MEMBER** - This category is a 'Gift' from the Club and is restricted to The Harbourmaster, Coxswain of the Ilfracombe Lifeboat, local HM Coastguard, IYC Club Accountant, IYC Club Solicitor and is limited to six Honorary Members at any one time. This category is for the position and not the individual and has no vote

- 3.2** No Member, with the exception of a Visitor Member, may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of posting of notice of election.
- 3.3** The rate of Initial Entrance fee, and Annual Subscription fee for each category of Membership, shall be proposed by the Management Committee, to the Members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day following the meeting. The current rate of Entrance and Subscription fee shall be prominently displayed in the Club premises.
- 3.4** Members shall also make the following annual payments:-
- a) An annual Dinghy Park fee of such a sum as the Management Committee shall from time to time prescribe which shall entitle a Member to store his or her own dinghy in a space in the Club's dinghy park.
  - b) All Members shall pay the Entrance fee and their first Annual Subscription upon election to the Club and thereafter on the first day of January in each year. Provided that a Member elected after the first day of March in any year shall pay the Annual Subscription applicable for that year in line with the sliding scale as approved by the Management Committee.
- 3.5** Every Member shall furnish the Honorary Secretary with an up-to-date address and contact details, which shall be recorded in the Register of Members, and any notice sent to such address, shall be deemed, to have been duly delivered.
- 3.6** **Election and Retirement of Members**
- a) Every candidate for Membership (except Honorary Members) shall be proposed and seconded by a Full or Family Member of the Club.
  - b) An application for Membership shall be in the form from time to time prescribed by the Management Committee, and shall include the name, address, and occupation of the candidate, and the signatures of the Proposer and the Secunder.
  - c) Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability except as a necessary consequence of the requirement of yachting as a particular sport.
  - d) Upon receipt of an application for Membership along with the appropriate fee, the Honorary Secretary shall enter such application in a Register of Candidates and shall cause the application form to be prominently displayed in the Club premises for at least fourteen days before the next meeting of the Management Committee, at which, such application for Membership shall be considered. The election of all classes of Members is vested in the Management Committee and shall be a simple majority vote of those Members present. The Honorary Secretary shall inform each candidate in writing of the candidate's election or non-election.
  - e) The Honorary Secretary shall furnish an elected candidate with a receipt for payment or refund as necessary.
  - f) A Member who, for any reason, anticipates inability to use the club or its facilities for the whole of any one year shall be excused payment of the annual subscription and other annual fees provided that notice in writing is given to the Honorary Secretary before the last day of November in the previous year. A Member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the Committee shall require.
  - g) A Member desirous of retiring from Membership shall give notice in writing to the Honorary Secretary before the last day of November and shall not then be liable to pay the subscription for the following year. Upon re-application by a past Member the Committee may, at its discretion, excuse payment of an Entrance Fee.

- h) The Committee may cancel, without **any** notice given, the Membership of any Member whose annual subscription and other annual fees are more than three months in arrears provided that the Management Committee may, at its discretion, re-instate such Member upon payment of arrears. No Member whose annual payments are in arrears may enter any Club event or vote at any meeting.

### **3.7 Conduct of Members**

- a) Every Member, upon election and thereafter, is deemed to have notice of, and by implication undertakes to comply with, the Club Rules and the current Byelaws and Regulations of the Club. 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, shall render a Member liable to expulsion by the Management Committee.  
PROVIDED THAT, before expelling a Member, the Management Committee shall call upon such Member for a written explanation of the Member's conduct and shall give the Member full opportunity of making explanation to the Management Committee, or of resigning
- b) A resolution to expel a Member shall be carried by a simple majority vote by those Members of the Management Committee present and voting on the Resolution, any expulsion has to be confirmed by a majority vote of Members at the next General Meeting of the Club.
- c) Members shall enter the names of all guests in the Visitor's Book. Not more than two guests may be introduced in any one day and the same guest may not be introduced more than three times in any calendar year.
- d) 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 Management Committee or by the Honorary Secretary upon the instructions of the Management Committee.
- e) A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Honorary Secretary.
- f) A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises.
- g) All suggestions shall be entered in the Suggestion Box and signed by the Member.
- h) Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Honorary Secretary.
- i) Under no circumstances shall an employee of the Club be personally reprimanded by a Member.
- j) A Member of any Club affiliated to the Royal Yachting Association (a list thereof is published authorised by the said Association) may be authorised to use the premises of the Club by any Member of the Management Committee of the Club. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may so use the premises.
- k) Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to use the premises within a period of 24 hours before and/or after the race in which they are competing
- l) The Honorary Secretary or any other person, who has received the authority of two Members of the Management Committee, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 3.7j and 3.7k

### **3.8 Limitation of Club Liability**

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

- a) Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and they impliedly accept:

- b) The Club will not accept any liability of personal injury arising out of the use of the Club premises, any other facilities of the Club either 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 them, the Officers, Committee or servants of the Club.
- c) All Members should note that Committee Members and others organising or helping to organise Ilfracombe Yacht Club (IYC) events do so voluntarily and that neither they, nor the IYC Management Committee can in any circumstance be held responsible for any injury, loss or damage to an owner, Member, their crew, guests, vessel or equipment whether through negligence or otherwise of any Member, organiser, helper or third party. The safety and management of any vessel, its equipment and crew, is the sole responsibility of the skipper. No IYC event shall be considered a training event unless it is specifically designated as such. Each skipper in an IYC event must assess for themselves whether the event is within their capabilities and whether or not their personal safety or that of their crew could be endangered. By participating in an IYC event, each skipper warrants that their vessel and crew are adequate to face the conditions that may arise during the course of the event and that the boat carries appropriate 'third party' insurance. The participation of any other vessel in an event shall not relieve other participants of their responsibilities. Members, their crews and their guests take part in IYC events entirely at their own risk and on the understanding that they indemnify the IYC Management Committee, Members and others organising or helping to organise the event for any death, injury, loss or damage to themselves, family, crew, guests, or vessel. By inviting crew or guests to participate in an event organised by the IYC the sponsoring Member warrants that their attention has been drawn to these limitations. Participation in any IYC activity is always on the basis of the IYC Constitution and Rules.
- d) 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 for the purposes of the General Data Protection Act 2018

#### **Section 4     Management Committee**

- a) The Management Committee shall consist of the Flag Officers, ex officio Members, and not less than eight, nor more than fourteen Full Family and Senior Members of the Club elected at the Annual General Meeting each year to hold office until termination at the next following Annual General Meeting.
- b) At the Annual General Meeting each year the Full Family and Senior Members of the Management Committee shall retire. Members retiring under this rule shall be eligible for re-election to the Management Committee at the Annual General Meeting.
- c) Candidates for election to the Management Committee (not being Flag Officers of the Club) shall be those Members of the retiring Management Committee eligible to offer themselves for re-election and such other Full Family and Senior Members whose nominations (duly proposed and seconded in writing by Full Family and Senior Members of the Club) with their consent shall have been received by the Honorary Secretary at least fourteen days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises at least seven days prior to the date of the Annual General Meeting and duly recorded on the relevant notice board by the Honorary Secretary
- d) If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
- e) If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

- f) In the event of the ballot failing to determine the Members of the Management Committee 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.
- g) If, for any reason, a casual vacancy shall occur, the Committee may co-opt a Full Family and Senior Member to fill such a vacancy until the next following Annual General Meeting.
- h) A retiring Commodore may, should they so wish, serve as Rear Commodore of the Club in the year immediately following their retirement.
- i) The Management Committee shall meet at least every two months making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his absence the Vice Commodore or a Chairman elected by those present shall preside.
- j) Voting (except in the case of a resolution relating to the expulsion of a Member) shall be by show of hands. In the Management Committee meetings should a case of equality of votes occur the Commodore, Vice Commodore or Chairman (as the case may be) shall have a second and casting vote.
- k) Seven Members personally present shall form a quorum at a meeting of the Management Committee.

**Section 4.1 Powers of the Management Committee**

- a) The Management Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club or for a benevolent or charitable purpose.
- b) The Management Committee will be responsible for the setting of Membership Fees, Dinghy Park Storage Fees, Premises Hire and all pricing of food and beverages served within the Club, in accordance with good governance and best financial practice
- c) The Management Committee may borrow for the purposes of 'The Club', the amount of the money (either at one time or from time to time) and at the rate of interest, in the form and manner specified in the resolution.
- d) Every Member of the Club, whether he/she votes on the resolution, authorising borrowing, or not, and everyone becoming a Member of the Club after the passing of the resolution, is deemed to have assented to the resolution as if he/she has voted in favour of it.
- e) Until any resolution is passed that supersedes this power, the Management Committee may borrow up to the sum of four thousand pounds
- f) The Management Committee shall make such Byelaws and Regulations as it shall from time to time think fit and shall cause the same to be exhibited in the Club premises for fourteen days before the date of implementation. Such Byelaws and Regulations shall remain in force until approved or set aside by a vote of a General Meeting of the Club.
- g) The Management Committee may appoint such Sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such Terms and Conditions as shall be deemed expedient and/or required by the law. Such Sub-Committees shall consist of such Members of the Management Committee or Flag Officers of the Club as the Management Committee may think fit. Officers of the Club shall be ex- officio Members of all such Sub-Committees.
- h) A Member of the Management Committee, of a Sub-Committee or any Flag Officer of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.
- i) The Management Committee, or any person or Sub-Committee Member delegated by the Management Committee to act as agent for the Club or its Members, shall enter into a contract only as far as expressly authorised, or authorised by implication, by the Members. No-one shall, without the express authority of the Membership in General Meeting, pledge the credit of the Membership.

- j) 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 properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf the Club. The limit of any individual Member's indemnity in this respect shall be a sum equal to one years' subscription at the then current rate of that category of Membership unless the Management Committee has been authorised to exceed such limit by a General Meeting of the Club.
- k) The Management Committee may nominate for election at an Annual General Meeting such Honorary or Life Members as the Management Committee may think fit. The total of such Honorary or Life Members shall not, however, at any time, exceed five percent of the total number of Members nor shall the number of Honorary or Life Members exceed at any one time six in number. The election of Honorary or Life Members shall be put to the vote at the Annual General Meeting each year and such Honorary or Life Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

**Section 5**      **Purchase and Supply of Excisable Goods**

- a) The purchase for the Club of excisable goods and the supply of the same upon or of a special subcommittee appointed by the Management Committee. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No Family Member, Junior/Cadet/ Y-Sail Member under eighteen years of age, may purchase or attempt to purchase intoxicating liquor within the Club premises.
- b) Subject to the requirements of the licensing authorities, the Management Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited within 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 Family, Junior/Cadet Members as aforesaid) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.
- c) No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.
- d) Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Secretary or Club Accountants may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

**Section 6**      **Trustees**

- a) There shall be at least four Trustees of the Club who shall be appointed from time to time as necessary by the Management Committee of the Club from among Full, Family or Life Members who are willing to be so appointed. A Trustee shall hold office during his/her lifetime or until he/she shall resign, by notice in writing given to the Management Committee, or until a resolution removing him/her from office shall be passed at a meeting of the Management Committee by a majority comprising two-thirds of the Members present and entitled to vote.
- b) All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and



practicable, on trust for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee, the Management Committee shall nominate a new Trustee in his/her place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 20 of the Trustee Act 2000 and he/she shall by Deed duly appoint the person or persons so nominated by the Management Committee.

- c) The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Management Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- d) 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 duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club. (To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club).
- e) The liability of the Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.
- f) The Trustees may attend meetings of the Management Committee but have no vote

## **Section 7      Meetings of The Club**

- a) An Annual General Meeting of the Club shall be held each year on or before the 31<sup>st</sup> March on a date to be fixed by the Management Committee. The Honorary Secretary shall at least fourteen days before the date of such meeting or of any General Meeting as hereinafter mentioned post or deliver to each Member notice hereof and of the business to be brought forward thereat.
- b) No business, except the passing of the Accounts and the Election of the Flag Officers, Management Committee, Trustees, and any business that the Management Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a Member entitled to vote to the Honorary Secretary at least twenty one days before the date of the Annual General Meeting.
- c) The Management Committee may at any time, upon giving twenty one days' notice in writing to all Members, call an Extraordinary General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- d) The Committee shall similarly call an Extraordinary General Meeting upon a written request addressed to the Honorary Secretary by at least 10 Members. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.  
(Note to Clause 7d) For the purposes of the Licensing Act 2003 this Clause must be limited to a maximum of thirty OR one fifth of the total Membership, whichever is least).
- e) At every meeting of the Club the President or the Commodore or, in their absence, Vice Commodore or a Chairman elected by those present shall preside.

- f) Fifteen members entitled to vote and personally present shall form a quorum at any meeting of the Club.
- g) Full & Family Members shall vote at any meeting of the Club. Other Members may attend but are not entitled to vote.
- h) Voting, except upon the election of Members of the Management Committee, shall be by show of hands.
- i) In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of Members of the Management Committee.
- j) On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

**Section 8**      **Dissolution of the Club**

- a) 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 given or transferred to one or more of the following approved sporting or charitable bodies;
  - 1. A registered charitable organisation(s)
  - 2. Another club which is CASC registered
  - 3. The R.Y.A. for use by them for related community sports, such institution or institutions to be determined by the Members of the Club by Resolution passed at an Extraordinary General Meeting at or before the time of the dissolution

**Section 9**      **Byelaws**

- 1. Joining fees and Late Payment
  - a) When new Members join the Club during the year a “sliding scale” may be applied to the Membership Fee. Members who have not paid the full fee will have NO VOTE until the time when the full fee becomes payable.
  - b) Members who have not paid their annual Membership by January 14th will be liable to pay the Club’s joining fee as well as their full Membership fee.
- 2. Volunteer guidelines for claiming expenses and receiving “tips”.
  - a) Definition of a volunteer:  
A Volunteer is a Club Member (or non-Member as may be) who carries out work freely and of their own accord, without compulsion or promise, or contemplation of any remuneration for such work.
  - b) Volunteers at The Ilfracombe Yacht Club are greatly valued and are entitled to reimbursement upon presentation of valid receipts, for actual and verifiable expenses incurred whilst carrying out their voluntary role, as long as they are incurred wholly, exclusively and necessarily in the course of IYC activities and previously authorised by a Flag Officer.
  - c) Such expenses are to be claimed back only in the manner described below: Claims for authorised expenses must be made by completing and signing an IYC Expense Claim Form and attaching all receipts to the form, before presenting it to the IYC Treasurer. No Claims can be paid unless made in the correct manner
  - d) Claims for mileage incurred whilst carrying out volunteer duties must be made by completing an IYC Expense Claim Form, clearly stating the distance travelled and for which Event or purpose the travel was incurred. Payment will be made at 20 pence per mile (should anyone feel the need to claim) and may not be for a 'blanket' amount.
  - e) No other claims for any out-of-pocket expenses, of what-ever nature, will be considered without the prior agreement of the Club Treasurer

3. Functions and events:
  - a) Wherever charges are made to Club Members or members of the public to attend a Function or Event organised or facilitated by The Ilfracombe Yacht Club, either on Club premises or at an outside venue, these charges must be passed in full to the organiser of the event or to the Club Steward, clearly detailed with names and amounts paid, before being passed, along with all receipts and Expense Claim Forms (if applicable) to the Club Treasurer.  
Importantly, no deductions are allowed to be made at source.
  - b) Where an Event or Function is organised to raise monies for a designated Charity, any donations that are made for that Charity, must be noted and included along with the ticket monies and given in full to the Treasurer
4. Receiving of tips
  - a) Definition:

A 'tip' is a sum of money given voluntarily by a customer in recognition of good service. Tips may or may not be volunteered or collected. Tips are not a right they are a bonus and therefore should not be expected.
  - b) After any Event or Function, where Members of the Club or visitors consider it appropriate that a collection should be made in recognition of good service, then either a Flag Officer of the Club, or the organiser of a Function will be responsible for the passing around of a 'Pot' into which tips may be placed.
  - c) The organiser of the Event or Function is responsible for distributing the tips equally amongst the volunteers as applicable.
  - d) Should an occasion arise where no tips are offered, then under no circumstance are they either to be sought or taken from any income source what-so-ever. All such income must be given in its entirety to the Club Treasurer for correct and proper accounting.
5. Dogs may be brought into the Club premises, providing they are under the full control of their owners at all times and kept on a lead.
6. Children under fourteen years of age may only be admitted to the Club premises when accompanied by an adult who will be responsible for their welfare, and good behaviour, at all times
7. The Club premises shall be open to Members at such times as the Committee shall direct. The opening hours to be prominently displayed within the Club.
8. The permitted hours, as may be decided by the Management Committee subject to any restrictions imposed from time to time by the Licensing Justices. The permitted hours to be prominently displayed in the Club.
9. In addition to the powers given to the Management Committee under Section 4.1 hereof if, at any time, any fees payable to the Club by any Member or former Member shall be three months or more in arrears and a dinghy the property of a Member or former Member remains upon the Club premises, the Committee may:-
  - (a) Move the dinghy to any part of the Club premises without being liable for any loss or damage to the dinghy howsoever caused.
  - (b) Give one month's notice in writing to the Member or former Member at his last known address as shown in the Club Register and thereafter sell the dinghy and deduct any monies due to the Club. (Whether by way of arrears of subscription or annual payments, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.

- (c) Alternatively, if the dinghy is not saleable, after giving notice in writing as aforesaid, dispose of it in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the Member or former Member.
- (d) Further the Club shall at all times have a lien over Members' or former Members' dinghies parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of subscriptions or otherwise.

**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 vessel is sold the proceeds of sale (unless any indebtedness by the Member or former Member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member or former Member or otherwise) for a period of six years.