



CRAIGNISH BOAT CLUB

Founded 1991

CONSTITUTION

APPROVED AT AGM 21/11/2024

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SECTION 1 – NAME AND PURPOSES

a) Name

- The name of the Club shall be the **CRAIGNISH BOAT CLUB**, hereinafter referred to as CBC or the Club.

b) Purposes

The purposes for which the Club is formed are

- To provide an affordable, relaxed and friendly environment for members of the Craignish community and surrounding area who are interested in enjoying the waters in and around Loch Craignish
- To facilitate sustainable, shared participation and lifelong appreciation and learning in sailing, kayaking, rowing and other water sports.

c) Affiliation

- Craignish Boat Club is affiliated to the Royal Yachting Association, and the Scottish Coastal Rowing Association.

d) 'Not for profit' status

- No portion of the income and property of Craignish Boat Club will be paid or transferred directly or indirectly by way of dividend, distribution, bonus, honoraria or otherwise howsoever by way of profit to the members.
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SECTION 2 - OFFICERS

a) Officers

The Officers of the Club shall be held by Full or Family members of the Club and shall consist of

- Commodore
- Vice-Commodore
- Secretary
- Membership Secretary
- 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.

Other roles on the Management Committee hereinafter referred to as 'the Committee' are filled by members. These roles include:

- Sailing Representative
- Sailing Cadet Representative
- Kayaking Representative
- Rowing Representative
- Youth Representative
- Bosun
- Safety Officer
- Child Welfare & Protection Officer (CWPO)

Together, the Officers of the Club and other defined roles as above, will form the Committee.

b) Duties of Officers

i) The **Commodore** shall act as Chair of the Committee and maintain an overview of the work of the Club.

ii) The **Vice-Commodore** shall deputise for the Commodore in all aspects of the Commodore's role as required.

iii) The **Secretary** shall

- Conduct the correspondence of the Club and keep custody of all Club documents.
- Keep full minutes of all meetings of the Committee which shall be confirmed and signed by the appropriate Chairman on the agreement of the Committee at the next meeting.
- Ensure that such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members are in place.
- Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.
- Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

iv) The **Membership Secretary** shall

- Endeavour to ensure that all Member Agreements are completed and fees are paid in good time
- Keep a Member Register including all Club member names, addresses, membership type and other relevant member-specific data
- Ensure that all data is maintained and used in line with the Club's Data Protection Policy

v) The **Treasurer** shall

- Manage the day to day finances of the Club, reporting on financial status and needs at committee meetings.
- 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.
- Prepare an Annual Balance Sheet and Accounts as at 31st October in each year and thereafter cause the same to be reviewed (see below) and exhibited on the club website at least fourteen days before the date of the Annual General Meeting.
- Present the Annual Balance Sheet and report to the Club at its Annual General Meeting.

c) Other Roles

The **Sailing Representative** shall oversee and advise the Committee on all sailing matters.

The **Sailing Cadet Representative** shall oversee and advise the Committee on all matters in relation to the sailing programme for junior members.

The **Kayaking Representative** shall oversee and advise the Committee on all kayaking matters.

The **Rowing Representative** shall oversee and advise the Committee on all rowing matters.

The **Youth Representative** shall act as the voice for young people within the Club, representing their interests in all Club matters to the Committee.

The **Bosun/s** shall oversee the maintenance of the Club site and equipment and advise the Committee on repair and replacement needs.

The Safety Officer shall oversee the development and implementation of policy and procedures relating to safe practices in CBC activities and advise the Committee on matters relating to safety.

The **Child Welfare & Protection Officer (CWPO)** is responsible for the development and implementation of safeguarding policy and practice at the Club. They are the primary referral point for concerns regarding the welfare of any child at the Club. The CWPO will be independent of, but will report to, the Club Committee. See also **Safeguarding** section below.

SECTION 3 - MEMBERS

a) Eligibility

Craignish Boat Club is a community club based on the Craignish peninsula and applications for membership are welcomed from residents in the Craignish and surrounding areas.

There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

b) Limits to Member Numbers

If the Committee decides that there are limitations on member numbers due to practical site and equipment limitations, as a community-based organisation the Craignish Boat Club will give preference to local applicants over those from further afield.

c) Application for Membership

An application for membership shall be in the form from time to time prescribed by the Committee and shall include the name of all candidate applicants including (in the case of Family Membership applications) children, postal address and email address. The ages of children shall be included to allow planning of age specific tuition only. The Membership Application (which forms the basis of the Member Agreement) will direct applicants to the Constitution and Rules of the Club and in signing an application the prospective member is indicating that they will abide by them.

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

d) New Members

The Membership Secretary shall enter such application in a Register of Applicants and there shall be an interval of at least two days before such application for membership shall be considered.

The Membership Secretary shall inform each new applicant in writing whether the application has been successful or not, furnishing successful applicants with an electronic copy of the Club Handbook and making request for such payments as are necessary.

No member may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of notification of election.

e) Refusal or Termination of Membership

The Committee may refuse membership, or remove it, only for good cause such as limits to member numbers or conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal to elect may be made to the membership during a General Meeting.

f) Membership Categories, Rights & Privileges

There shall be the following **membership categories**:

FULL MEMBER – being a person who, at the date of election, shall have attained the age of eighteen years shall have one vote. Full members shall have the full use of all the Club facilities.

FAMILY MEMBERS - which expression shall include one or two cohabiting adults and all children within their guardianship under eighteen years of age. The family unit shall have one vote per adult. Family Members shall have the full use of all Club facilities.

JUNIOR MEMBER - being a person who, at the date of election, is under the age of eighteen shall have no vote until they reach the age of 16 years thereafter they shall have one vote until reaching the age of 18 years when they may become an adult member. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a full member or a family member. Junior Members shall have the full use of all Club facilities.

HONORARY MEMBER - who shall be a member whose commitment to the club is recognised as being of particular significance in the development of the Craignish Boat Club. Honorary members are not required to, but may choose to, pay the full members fee. Honorary members shall have one vote and shall have the full use of all Club facilities.

STUDENT MEMBER – Being a person over the age of 18 years and in attendance at a further education establishment. A student who is a member of a family which holds current family membership of the club shall be deemed to be covered by this membership but must ensure that his or her membership is recorded by the Membership Secretary. Student Members shall have one vote, and full use of all club facilities. Students who are not part of a family membership shall pay the Junior member fee.

TEMPORARY MEMBER (which expression may include members of another RYA affiliated Club or organisation) as agreed from time to time by the Secretary or Committee:

- Shall have no vote.
- Shall have no right to enter Club races or regattas unless specifically authorised by the Secretary or Committee
- Shall have no right to take any part in the management of the Club.
- Is deemed to have notice of and impliedly undertakes to comply with the Club Rules as if he or she were a member of the Club and so far as the said Rules may be deemed to apply to such Temporary Member.
- Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Secretary/ Committee, he or she shall not have reasonably complied with the above conditions.

g) Club Guests

A member of any Club affiliated to the Royal Yachting Association, Canoe Scotland and the Scottish Coastal Rowing Association may be authorised to use the premises of the Club by any member of the Committee. Such authorisation

shall specify between which dates the said person may so use the premises. This should be recorded in the Visitor's Book.

h) Membership Fees

Fees for each category of Membership shall be proposed by the 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 of April in the year following.

Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

All members shall pay the Membership fee upon election to the Club and thereafter by the first day of April in each year. A member elected after the first day of **August** in any year shall pay half the annual subscription applicable for that year.

i) Miscellaneous Fees

From time to time the Club reserves to the right to charge fees for other events and services. These fees may include, but are not restricted to, use of Club Mooring Sites, Race Fees and Boat parking/storage. These fees will be agreed by the Committee.

j) Late Payment of Fees

The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other fees are more than two months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears.

Members are not covered by Club insurance unless fees have been paid. No member whose annual payment is in arrears may enter any Club event or vote at any meeting.

k) Hardship Fund

Access and affordability for all is a principle of the Club. Members who find it difficult to pay their fees can apply to any Committee member in confidence, and the Committee will attempt, at their discretion and in confidence, to reduce or waive these fees.

l) Policies, Bylaws, Regulations & Disciplinary Procedures

Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Constitution, Member Handbook & Rules and all other current Club Policies, Byelaws and Regulations - see Section 7 j) Related Documents. The same applies to Temporary Members and Club Guests. The most recent versions of these documents will be made available on the Club Website.

Any breach of the above rules or any conduct which, in the opinion of the Committee, is conduct likely to bring the club into disrepute or unfitting of a member' ..., shall render a member liable to disciplinary action by the Committee, which may include verbal or written warnings, suspension for a specified period of time, or expulsion from the Club. A detailed description of the disciplinary procedures to be followed in these cases is contained in the Club Disciplinary Policy & Procedures.

m) Safeguarding

Craignish Boat Club accepts the need to ensure that the welfare needs of all children participating in club activity are met.

With this in mind, the Club asks its volunteers to sign up to and abide by its Volunteer Agreement and Code of Conduct.

Those volunteers who work directly with children and young people are also required to undergo a PVG check, read and abide by the Club Safeguarding Policy and practices and have completed awareness training as directed by the CWPO.

The CWPO is the primary referral point for concerns regarding the welfare of any child at the Club.

n) Damage to Club property

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 Committee or by the Secretary upon the instructions of the Committee.

o) Suggestions

The Committee welcomes suggestions for improvements or changes in procedure. All suggestions should be either emailed/posted to the Secretary or entered in the Suggestion Book and signed by the Member.

p) Complaints

Complaints of any nature relating to the management of the Club premises or operation of the Club shall be addressed by post/email to the Secretary.

q) Limitation of Club Liability

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

- The Club will not accept any liability for any damage to or loss of property belonging to members.
- The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members, 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, Trustees or Servants of the Club.
- The information above will be displayed on the club notice board.

r) Data Protection

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 Data Protection Acts.

SECTION 4 - MANAGEMENT COMMITTEE

a) Constitution of Committee

The Committee shall consist of the Officers ex officio, the section representatives, Youth Representative, Safety Officer, Bosun and CWPO, elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

b) Role of the Committee

The Committee shall manage the affairs of the Club according to the Constitution of the Club and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting. In particular, the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Club Rules and that all surplus income or profits are re-invested in the Club.

c) Committee Meetings

The Committee shall meet at least every 3 months making such arrangements as the conduct, place of assembly and holding of such meetings, including electronically online, as it may wish. The Commodore or in their absence, a Chair elected by those present shall preside.

d) Candidates for Election

Candidates for election to the Committee (not being Officers of the Club) shall be those members of the retiring Committee eligible to offer themselves for re-election and such other Full or Family members whose nominations (duly proposed and seconded by Full or Family members of the Club) with their consent shall have been received by the Secretary at least twenty-eight days before the date of the Annual General Meeting in November each year.

e) Election of Committee by Ballot

If the number of candidates for election is greater than the number of vacancies to be filled, then there shall be a ballot.

f) No Contest for Election

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. In the event of the ballot failing to determine the members of the 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) Casual Vacancy

If, for any reason, a casual vacancy shall occur, the Committee may co-opt a Full or Family member to fill such a vacancy until the next following Annual General Meeting.

h) Nomination of Honorary Members by Committee

The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed **8** per cent of the total number of members. The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

i) Voting at Committee

Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Commodore or Chair (as the case may be) shall have a second and casting vote.

j) Quorum

Five members personally present, or visibly identifiable online, shall form a quorum at a meeting of the Committee.

k) Appointment of Sub-Committees

The 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 Committee or of the Club as the Committee thinks fit. Officers of the Club shall be ex officio members of all such sub-Committees.

l) Disclosure of Interest to Third Parties

A member of the Committee, of a Sub-Committee or any Officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.

m) Limitation of Committee's Authority

The Committee, or any person or sub-Committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts 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, borrow money or incur debts on behalf of the Club or its membership.

n) Indemnification of Committee

In pursuance of the authority vested in the Committee by members of the Club, members of the Committee shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties 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 of the Club. Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual members of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

o) Contractual Liability

The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate. "The liability of the [Committee/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."

SECTION 5 – TRUSTEES

a) Powers of Trustees

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 Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

b) Number of Trustees & Terms of Reference

There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Family or Honorary Members who are willing to be so appointed. A Trustee shall hold office until they shall resign by notice in writing given to the Committee or until a resolution removing them from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

c) Trustees & Club Property

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. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in their 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 Secretary for the time being 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 shall by Deed duly appoint the person or persons so nominated by the Committee.

d) Indemnity of Trustees from Club

In pursuance of the authority vested in the Trustees by the members of the Club, the Trustees shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of 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. Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual members of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 – GENERAL MEETINGS

a) Annual General Meeting

An Annual General Meeting of the Club shall be held each year in the month of November on a date to be fixed by the Committee. The Secretary shall email to each member notice hereof and of the business to be brought forward at least fourteen days before the date of such meeting.

b) Business at Annual General Meeting

No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, and any business that the 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 Secretary at least a week in advance of AGM.

c) Special General Meeting by Request of Committee

The Committee may at any time, upon giving twenty-one days notice in writing, call a Special General Meeting (SGM) 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) Special General Meeting by Request of Members

The Committee shall call a Special General Meeting (SGM) upon a written request addressed to the Secretary by at least 15 members. The SGM must be called within 21 days of a request. The Committee shall thereafter give twenty-one days' notice in writing of any such meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

e) Chair at General Meetings

At every meeting of the Club, the Commodore or, in their absence, a Chair elected by those present shall preside.

f) Quorum at General Meetings

Fifteen members entitled to vote and who are personally present shall form a quorum at any meeting of the Club.

g) Entitlement to Vote at General Meetings

Only Full, Family, Student Members, Junior Members over 16 years of age and Honorary Members shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.

h) Voting at General Meetings

Voting, except upon the election of members of the Committee, shall be by show of hands.

i) Equality of Votes

In the case of an equality of votes at a General Meeting the Chairman shall have a second or casting vote, on any matter other than the election of members of the Committee.

j) Voting on Rule Changes

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 7 - MISCELLANEOUS

a) Dissolution of the Club

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. The Committee shall dispose of the net assets remaining to one or more of the following: (i) to a charity and/or (ii) to another Club with similar sports purposes which is a registered CASC and/or (iii) to the sport's national governing body for use by it for related community sports.

b) Club Communications

Every member shall furnish the Membership Secretary with an address and an up to date email address which shall be recorded in the Register of Members. Currently the Club's usual method of communication is by email. Any notice sent to such addresses shall be deemed to have been duly delivered.

c) Exhibiting of Notices

A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary or another Committee Member.

d) Opening of Club Premises

The Club premises shall be open to members at such times as the Committee shall direct.

e) Affiliate Clubs

The Committee may admit and remove affiliate clubs from time to time. An Affiliate Club shall pay the Club such fees as the Affiliate Club and the Committee agree.

f) Abandoned Boats and/or Trailers

If, at any time, any fees payable to the Club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) shall be two months or more in arrears and/or a boat and/or trailer the property of a member or former member remains upon the Club premises one month or more after the Club has given the member or former member notice to remove the vessel 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: -

- Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.
- Give three months' notice in writing by registered post to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer 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.

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. 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 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 be the said member or former member or otherwise) for a period of six years.

g) Lien

The Club shall at all times have a lien over members' or former members' boats and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or 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.

h) Byelaws

The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.

i) Related Documents

The Club Handbook, which contains the Club Rules, and other Policies and Procedures referred to in this Constitution are available on the Club website or on written request to any Committee member.

Together, these Rules constitute a legally binding contract to regulate the relationship of members with each other and with the Club.

Signed _____ Commodore _____ Date _____

Signed _____ Treasurer _____ Date _____

The original copy of this document will be held by the Club Secretary