



Holy Loch Sailing Club
Sandbank, Dunoon, Firth of Clyde

Club Constitution

Implemented June 2018
Review by 2021



Section 1 NAME AND PURPOSES

1. The name of the Club shall be 'The Holy Loch Sailing Club (hereinafter referred to in these rules as the Club).
2. The purposes for which the Club is formed are to promote and facilitate participation in the sport of sailing/ boating and to provide social and other facilities for members as may be from time to time determined.
3. The Club Flags shall be a Blue Burgee with a Yellow Thistle.
4. The Club's headquarters shall be at Sandbank, Argyll

SECTION 2 - OFFICERS

5. The Officers of the Club shall be drawn from **Sailing or Family or Intermediate members** of the Club and shall consist of a Commodore, Vice Commodore, Secretary, Treasurer, Sailing Secretary and Cadet Officer.

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 with the exception of the Commodore who shall not hold office in that capacity for more than two years

6. Duties of the Commodore:

- a. Manage committee meetings;
- b. Represent the club at all levels; and
- c. Ensure planning for the future is being carried out for the benefit of the Club.

7. Duties of the Vice Commodore:

- a. To deputise for the Commodore in their absence; and
- b. To hold an organisational post as required.

8. Duties of the Secretary:

- a. Keep a register of Club members' names and addresses;
- b. Conduct the correspondence of the Club;
- c. Keep custody of all Club documents and to make them available as appropriate;
- d. Keep full minutes of all meetings of the Club, the Committee and any sub-Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or sub-Committee at the next following meeting of the Club, the 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; and
- f. Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.



9. Duties of the Treasurer:

- a. Maintain 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. Maintain 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 December in each year and arrange for the Balance Sheet and accounts to be audited at least once annually and will arrange for them to be available to the members in advance of the Annual General Meeting; and
- d. Present the Annual Balance Sheet to the Club at its Annual General Meeting.

10. Auditor(s)

- a. Be appointed at the Annual General Meeting in each year and shall not be the Treasurer, other Officers, or Committee members;
- b. The Auditor(s) shall review the accounts and Annual Balance Sheet of the Club and will report on the accuracy of the accounts as required;
- c. If unable to act, the Committee shall appoint a substitute to hold office until the termination of the next Annual General Meeting

Organisational Posts

Sailing Secretary:

- a. Attend meetings of the main Committee and act as the Sailing Committee's representative at these meetings;
- b. Update and reissue Sailing Instructions for all fleets for each sailing season.
- c. Manage the annual programme of Club races;
- d. Write reports on any incidents during racing or other relevant sailing activities and present these to the main Committee;
- e. Retrieve all trophies from previous years winners, arrange engraving and cleaning, then present trophies at Annual Dinner;
- f. Organise the club annual Regatta;
- g. Chair the meetings of the Sailing Committee;
- h. Ensure that all Sailing Committee Responsibilities are fulfilled;
- i. Liaise with the Sailing Secretaries of the CYCA Sailing Clubs to agree dates and formats for the next year's fixtures (Regattas, any shared events and inter-club events); and
- j. Write the annual Sailing Committee report for publication in the minutes of the Annual General Meeting.

Cadet Officer:

- a. To promote young person's participation in all aspects of the sport of sailing;
- b. To oversee and organise Cadet activities;
- c. To ensure that all Child Protection Policies are in place and to advise the Committee of any required actions on its part;



- d. To ensure that the necessary Health and Safety Policies are implemented and to advise the Committee of any required actions on its part;
- e. To liaise with the RYA as the governing body and advice the Committee of any actions required;
- f. Attend Committee meetings and act as the Cadet Members representative at these meetings; and
- g. Write the annual Cadet report for publication in the minutes of the Annual General Meeting.

The Committee will fill other posts as required which will be taken on by Committee members or by co-opted ordinary members onto the Committee.

11. Budgetary Responsibility

Officers will have the following Budgetary Responsibility

Officer	Maximum Spend on one item without referral to Treasurer*	Maximum Spend with the Treasurer approval but without referral to the Committee
Commodore	£100.00	£200.00
Sailing Secretary	£100.00	£200.00
Cadet Officer	£100.00	£200.00
All Others		£200.00

*a group of similar things would be deemed to be an individual item i.e. Pens and Paper, Tea and Coffee, spare parts etc.

In the absence of the Treasurer the Commodore's approval will be required in their absence the Vice Commodores approval will be required. In the case of Commodore, they will seek approval from the Vice Commodore while in the absence of the Treasurer and Commodore will seek approval from the Secretary.

For items/services estimated to cost £1,000.00 or more the Committee will endeavour to achieve value for money by seeking competitive tenders based on quality and price.

The Committee will review the spend levels annually and make recommendations on their levels.

A spend ceiling of the lesser of £6,000.00 or 40% of the Clubs funds will apply. The Committee will not make decisions on spend above the threshold without first having sought the members' approval.

SECTION 3 - MEMBERSHIP

This section covers categories and voting rights of the Membership types



12. There shall be the following categories of membership with power to vote at all meetings of the Club as indicated below.

- a. SAILING MEMBER –a person, over the age of twenty one, who owns a boat or regularly sails on a member’s boat, they will have one vote.
- b. FAMILY MEMBER - This is defined as one or two co-habiting adults and with at least one child under the age of eighteen within their guardianship. Each adult member will have one vote
- c. INTERMEDIATE MEMBERS Young persons between the age of 18 and 21 and they shall have one vote.
- d. JUNIOR MEMBER A young person who, at the date of election, is between the ages of 10 but under the age of 18 and they shall have no vote until they reach the age of 16 after which they will have a vote in any subsequent elections. Members under the age of 16 are eligible to attend Cadet activities and at the discretion of the Cadet Officer may continue up to age 18.
- e. AN HONORARY MEMBER - who shall have one vote.
- f. A SOCIAL MEMBER - who shall have one vote.
- g. A TEMPORARY MEMBER - who shall have no vote.

No member may use the Club premises, or any of the facilities of the Club before formal notice of the acceptance of their membership.

13. Rights and privileges of Members

The rights and privileges of each category of membership shall be as follows: -

- a. **A SAILING MEMBER** shall have the full use of all the Club facilities.
- b. **A FAMILY MEMBER**, his/her co-habitee (if any) and all the children within their guardianship shall have the full use of all Club facilities subject only to the age restrictions in the Occasional Licence to allow the sale of Alcohol on the Club premises to persons over the age of eighteen and who are entitled to the use of the Club premises.
- c. **An INTERMEDIATE MEMBER** shall have the full use of all Club facilities
- d. **A JUNIOR MEMBER** shall have the full use of all Club facilities subject only to age restrictions in the Occasional Licence to allow the sale of Alcohol on the Club premises to persons over the age of eighteen.
- e. **AN HONORARY MEMBER** shall have the full use of all Club facilities.
- f. **A SOCIAL MEMBER** shall have the full use of the Club-house facilities.
- g. **A TEMPORARY MEMBER** (which expression may include members of another RYA recognised Club or organisation) shall have the full use of Club facilities but: -
 - (a) Shall have no right to enter Club races or regattas unless specifically authorised by the Committee.
 - (b) Shall have no right to introduce visitors to the Club or the facilities thereof.
 - (c) Shall have no right to take any part in the management of the Club.
 - (d) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any Byelaws or Regulations as if he or she were a member of the Club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.



- (e) Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of a committee member, they have not reasonably complied with the above conditions. Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

14. Membership Entrance and Subscription Fee

The level of Subscription fee 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 who are entitled to vote. The new level of fees will become operative from the first of March in that year and shall be prominently displayed in the Club premises and on its website.

(a) Membership of the Club shall be open to anyone interested in the sport of sailing/boating on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, gender, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.

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

(c) The Club Committee may refuse membership or, subject to Rule 21 remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of membership may be made using the appeal procedures including a final appeal to the members.

Members shall make the following annual payments: -

15. Membership Fees

Fees will be set for each category as well as for racing, the mooring licence cadet fees and use of the Club grounds for storage of boats and tenders. The Committee will have the authority to implement additional charges as it sees fit.

It is the duty of every member shall to provide the Secretary with an up-to-date address and where possible an email address which shall be recorded in the Register of Members. Correspondence will normally be emailed and by either method shall be deemed to have been duly delivered.

16. Application for membership.

An application for membership shall be in the in the form as decided by the Committee

17. Election of Members

Upon receipt of an application for membership, the Secretary shall enter such application in a Register of Applicants for consideration by the Committee. The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute. The Secretary shall inform each applicant in writing¹ of the applicant's election or non-election.

¹ On this occasion in writing will include the use of email



They shall furnish an elected applicant with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary. Appeal against refusal to elect may be made through the appeals process.

18. Payment of Fees upon Election

Upon election, an applicant shall pay, within one calendar month, such fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.

19. Arrears of Subscription

The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other annual fees are more than three months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.

20. Conduct of Members Under-taking by members to comply with rules

Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

21. Disciplinary action against members

Any breach of Rule 20 or any conduct which, in the opinion of the Committee, 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 Committee, which may include suspension for a specified period of time or expulsion. Before taking such disciplinary action against a member, the 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 Committee, or of resigning. A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution.

Appeal against suspension/expulsion may be made through the appeals process which includes appeal to the members at a General Meeting. Whose decision will be final.

Upon suspension/expulsion the member/former member shall not be entitled to have any part of the annual membership fee refunded, they must remove all of their property from the Clubs land or mooring area and must return any Club or external body's trophy or trophies held forthwith. Upon expulsion of a member, the Committee may dispose of the former member's boat and/or trailer in accordance with Rule 67.

22. Guests in the Club

Members shall enter the names of all guests in the Visitor's Book. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than three times in any calendar year. Casual sailors will be considered as guests and should be entered in the book by the boats skipper.



23. 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.

24. Exhibiting of notices

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

25. Settlement of Accounts

A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any byelaw relating to the settlement of such indebtedness.

26. Complaints

Complaints of any nature relating to the management of the Club shall be addressed in writing to the Secretary.

27. Competitors in Club races

Any visiting person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 24 hours before and after the race in which they are competing.

28. Power to expel those admitted under rules 22 and 27

The Committee, has the right to expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 22 and 27.

29. Limitation of Club liability

All references to the Club in this Rule shall mean each and every individual member of the Club from time to time. Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises: - Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept: -

(a) The Club will not accept any liability for any damage to or loss of property belonging to members.

(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, 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.

30. Data Protection

The Club will abide the terms and conditions of the General Data Protection Regulation (GDPR) as introduced in May 2018 and any successor Act.



SECTION 4 - MANAGEMENT COMMITTEE

31. Constitution of Committee

The Management Committee (herein referred to as 'the Committee') shall consist of the Officers ex officio, and six Sailing, Intermediate or Family Members who have been elected at the Annual General Meeting each Committee member will remain in position for three years

32. Retirement of members of the Committee

At the Annual General Meeting each year two of the members shall retire in order of election. Members retiring under this Rule shall be eligible for re-election for a second term after which they will not be eligible for re-election to the Committee until the Annual General Meeting next following the meeting at which they retire.

33. Early Retirement

In the case were a committee member retires early their position will be filled by the election of a member to cover the remainder of their period in office. With regard to Rule 32 the new member's time in post will be taken from the original date the retiring member joined the Committee

34. Candidates for election to Committee

Candidates for election to the Committee (not being Officers of the Club) shall be those members eligible for election from Sailing, Intermediate or Family members whose nominations (duly proposed and seconded in writing ² by Sailing or Family members of the Club) with their consent shall have been received by the Secretary in advance of the Annual General Meeting. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises in advance of the meeting. Members will have a further opportunity to nominate candidates from the floor at the Annual General Meeting.

35. 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.

36. Casual vacancy

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

37. Retiring Commodore

A retiring Commodore, if not filling another post may serve as a member of the Committee in the year immediately following their retirement and shall have no vote.

38. Committee Meetings

The Committee shall meet at least eight times annually making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The

² On this occasion in writing will include the use of email



Commodore or in their absence Vice Commodore or another Flag Officer or a Chair elected by those present shall preside.

39. Voting at Committee

Only Elected Members and Officers will be entitled to vote. All 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.

40. Quorum

Five members personally present shall form a quorum at a meeting of the Committee.

41. Powers of the Committee Management of Club by Committee

The 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 purposes of the Club. 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 Rules and that all excess income or surpluses are re-invested in the Club.

42. 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 may think fit. Officers of the Club shall be ex officio members of all such sub-Committees.

43. Disclosure of interest to third parties

A member of the Committee, a sub-Committee or any officer of the Club, in executing business for the Club, shall disclose to third parties that they are acting so.

44. 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.

45. Members' 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.

46. 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.”**

47. 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 6 or five per cent of the total number of members (whichever is greater). The election of new Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if those present, and entitled to vote, vote in favour of election.

48. Purchase and supply of excisable Goods

The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special sub-Committee appointed by the Committee. Intoxicating liquor may only be sold for consumption on the Club premises to persons aged 18 and over 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 Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises.

49. Hours of Sale of Excisable Goods

The Committee shall cause the Club bar to be opened (subject to terms of the Club's occasional Licence) and such times shall be prominently exhibited in 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 Junior Members as aforesaid)

50. Profits from Sale of Excisable Goods

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 supply 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.



SECTION 5 – TRUSTEES

51. Number and terms of reference

There shall be three Trustees of the Club who shall be the Commodore, Secretary and Treasurer 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 will appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925.

52. 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 only 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.

53. 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 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 Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 - MEETINGS OF THE CLUB

54. Annual General Meeting

An Annual General Meeting of the Club shall be held each year in the month of February on a date to be fixed by the Committee. The Secretary shall at least seven days before the date of such meeting post or deliver to each member notice hereof and of the business to be considered.

55. 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 fourteen days before the date of the Annual General Meeting.

56. Special General Meeting(SGM)

The Committee may at any time, upon giving 14 days' notice in writing, call a Special 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.

57. Special General Meeting upon request of members

The Committee shall call a Special General Meeting(SGM) upon a written request addressed to the Secretary by at least 10 members. The SGM must be called within 21 days of a request. The Committee shall give 14 days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

58. Chair at Meetings

At every meeting of the Club the Commodore or, in their absence, Vice Commodore or, in their absence a flag officer or, if no flag officers present a Chair elected by those present shall preside.

59. Quorum at Meetings

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

60. Entitlement to vote at Meetings

Only Sailing, Family, Social Intermediate, Honorary or junior members over the age of 16 shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.

61. Voting at Meetings

Voting, for the election of members of the Committee as per Rule 35 or expulsion of a member, shall be by ballot. All other votes will be by show of hands.

62. Equality of Votes

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

63. Voting on Rule Change

On any resolution properly put to a special 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. Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its purposes or winding-up provisions.



SECTION 7 - DISSOLUTION OF THE CLUB

64. 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 another Club with similar sports purposes which is 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.

65. Opening of Club premises

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

66. Insurance

All boat owners agree to insure their boats for the third party risks for the following:

- racing;
- when mooring their boat within the Club's mooring area; and
- while storing their boat/trailer on the Club's land.

The level of cover to be set by the Committee and advertised on the website or Club minutes.

67. 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 one month 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:-

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under Rule (b) above.



- (e) PROVIDED ALWAYS THAT:- Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that, when and if the boat and/or trailer is sold, if the Club is unable to account to the member or former member for the balance of the proceeds of sale pursuant to Rule (b) above then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

Lien

In addition to Rule 67 the Club shall at all times have a lien³ over members' or former 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.

68. Appeal

A Member may appeal against any decision made by the Committee that directly affects the individual and where there is no other mechanism for redress. A member may lodge an appeal within fourteen days of being advised of the original decision. Such appeal will be lodged in writing with the Secretary who will set up an appeals panel consisting of the Commodore Two Ordinary Members and Secretary (Who will serve the committee by recording the decision and providing background information). The appeals committee will be free to seek any information request/reports it requires to come to a decision including representation. The Appeal Committee will normally have 30 days to review and decide on a case. Where a member faces expulsion they may make a further appeal to the wider membership at a general meeting held for that purpose. At which time a ballot of two thirds of those present will be required to expel the member.

69. Revision

The Club undertakes to review the Constitution every 3 years or as a result of a motion at an AGM or SGM called for that purpose. Members wishing to propose changes should ensure that the Secretary has sufficient time to meet the 14 day notice period.

70. Acknowledgement

The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.

³ A *lien* is a right to retain a debtor's moveable property until the debt is paid.
www.scottishlaw.org.uk/lawscotland/abscotslawland.html