

# CONSTITUTION

## Loch Lomond Sailing Club (Founded as Clyde Canoe Club, 1873)

### 1. Title

The Club shall be known as Loch Lomond Sailing Club (founded as Clyde Canoe Club), hereinafter in this Constitution to be referred to as 'the Club'.

### 2. Objects

The objects of the Club shall be:

- (a) to encourage and stimulate amateur racing and sailing;
- (b) the provision and maintenance of Club facilities for Members and;
- (c) the encouragement of social activities for Members;  
within the area of Loch Lomond.

### 3. Membership and Club Amenities

- (a) The Club shall be constituted by: Honorary, Life Full, Life Associate, Full, Affiliate, Cadet, Junior, Outport, and Temporary Members. Only Life Full, Full and Honorary Members who have previously been Full Members, shall have a vote in the management of the Club ("Voting Members"). All other members including Life Associate Members do not have the right to vote. All Members, except Temporary Members, shall have the right to attend all General Meetings and participate in discussions. Membership admission and condition of membership are detailed in clause 7.
- (b) Club Amenities means lockers in the clubhouse kitchen, loft spaces, sheds, outboard space, moorings, vessel space, tender storage, caravan site and any other amenities as the Committee may determine from time to time but shall not include general club facilities and general access to the Clubhouse, other buildings and club grounds. The Club Amenities are available, on application, to all Voting Members. The availability and allocation of Club Amenities to Members will be at the discretion of the Committee, and the Committee will exercise its discretion in an open and non-discriminatory manner.
- (c) All Club Amenities and their use will be reviewed on a regular basis, and those Members who no longer participate in Club activities or show a lack of interest

in the Club may have their entitlement to use all or any Club Amenities withdrawn by the Committee in favour of other Members who are on an appropriate waiting list for such Club Amenities.

#### 4. Management

- (a) The business of the Club shall be conducted by a Committee of up to thirteen fit and proper Voting Members consisting of the following five Officers: the Commodore, Vice-Commodore, Captain, Secretary, Treasurer, and up to eight other Voting Members.
- (b) The Commodore, Vice Commodore and Captain will be styled Flag Officers.
- (c) Sub-Committees may be appointed by the Committee as required to manage sections of its duties or business. Any Member may be co-opted onto a Sub-Committee.
- (d) Members of the Committee shall be entitled to attend and be counted in the quorum of any meeting notwithstanding that they have a personal, financial or business interest in any part of the business of the meeting. Members of the Committee shall declare any such personal, financial or business interest at the earliest opportunity and, if approved by the other members of the Committee present may participate in discussions regarding, but shall not be entitled to vote on, the subject matter in which they have such an interest.
- (e) The Committee shall, subject to the prior approval of not less than 75% of Voting Members attending and voting at a General Meeting, have powers to raise or borrow, or secure the payment of money in such manner and on such terms as may seem expedient but not exceeding a total of twice the total annual subscriptions (excluding charges for Club Amenities) of all Full Members in the preceding financial year.
- (f) The Committee may make such Club Rules as they consider necessary. They shall also be responsible for the issuing and control of Clubhouse keys.
- (g) References in the Constitution to 'written', 'in writing', 'circulated' includes electronic communication by any means, excepting where one (or more) signature(s) is/are required when it shall be on paper until the Committee decides that this too can be securely effected by electronic communication.
- (h) A fund to be managed by the Committee and styled the “Development Fund” shall be established to provide monies for the general improvement of Club fixed assets. The Committee shall be responsible for ensuring that the monies in the Development Fund are invested separately from the general Club funds.

All withdrawals from the Development Fund shall be approved by Members at a General Meeting of the Club in accordance with clause 6(g) and managed under the control of the Committee.

- (i) In addition to the Development Fund, the Committee shall maintain a reserve of monies in the Club financial assets equal to the previous year's essential expenditure as such expenditure is determined by the Committee. This part of the General Accounts shall be styled the "Reserve Fund". The Committee cannot reduce the value of this fund without prior approval by Members at a General Meeting in accordance with clause 6(g). The value of the Reserve Fund shall be calculated annually on completion of the Accounts Annual Review (as defined in clause 10(b) and the value included in the Treasurer's report to the Spring General Meeting.

## **5. Election of Committee**

- (a) The Committee shall be appointed annually at the Autumn General Meeting from a list of nominees, by secret ballot. Written notice of nomination of a candidate as an Officer or member of Committee, must be signed by a Voting Member, and initialed by the nominee as an indication of his or her willingness to serve if elected and shall be in the hands of the Secretary not later than seven days before the Autumn General Meeting. The list of nominees shall be communicated to all Members not less than five days before the Autumn General Meeting. Serving members of the Committee and Officers may be re-elected. The Commodore, Vice-Commodore and Captain shall not serve for more than three consecutive years, without seeking re-election at an AGM, but they can stand for re-election at the end of the three year period or at any later time.
- (b) The Committee shall have power to fill any vacancy in its composition until the next Autumn General Meeting thereafter.

## **6. Meetings**

- (a) There shall be at least two General Meetings each year, called on not less than fourteen days' written notice to all Members. All Members shall be entitled to attend and speak at General Meetings but only Voting Members shall be entitled to vote at General Meetings.
- (i) The Spring General Meeting shall be held within the first four months of the calendar year.

- (ii) The Autumn General Meeting shall be held within the last four months of the calendar year.
- (b) Committee meetings may be called by any member of the Committee. All members of the Committee must receive not less than seven days' notice of each meeting unless a quorum of members of the Committee agrees to the waiver of such notice.
- (c) The senior Flag Officer present shall be Chairman at any meeting. In the absence of a Flag Officer, the Voting Members present shall elect one of their number to preside.
- (d) The Chairman shall have a second casting vote at Committee meetings only. The Chairman shall not have a second casting vote at General Meetings of the Club.
- (e) Twenty Voting Members attending shall form a quorum at a General Meeting, and seven at a Committee meeting.
- (f) Extraordinary General Meetings:
  - (i) may be called by the Committee on not less than fourteen days' written notice to all Members, and
  - (ii) may also be requisitioned by the Members and shall be called by the Committee in accordance with clause 6 (f) (i) above within thirty days of the receipt by the Secretary of a requisition signed by at least ten Voting Members, stating the business of the meeting.
- (g) Unless otherwise specified, a resolution or amendment put to a General Meeting of Members shall be approved by a simple majority (more than 50%) of Voting Members attending the meeting and entitled to vote.

## **7. Admission of Members**

- (a) Each candidate for any class of Membership, except Temporary Membership, shall submit to the Secretary a written application in the form prescribed by the Committee. The candidate shall be required to pay an annual subscription appropriate to the class of Membership. The Committee shall have power to admit persons to Membership, other than in the case of applications for Life Membership. Where Member numbers affect the use of Club facilities and Club Amenities, the prospective Member may be placed on a waiting list.

- (b) A Full or Associate Member elected to Life Membership or Honorary Membership prior to 31<sup>st</sup> December 2018 will keep their membership status and existing membership conditions, unless removed from the club under extraordinary circumstances. As at the 1<sup>st</sup> January 2019 the existing Life Membership and Honorary Membership conditions will not continue although the status of becoming a Life Member and Honorary Membership may continue.
- (c) Full Members are members 16 years old and over at the beginning of the relevant subscription year, i.e. January 1<sup>st</sup>.
- (d) Full Members under the age of 26 years at the beginning of the relevant subscription year (i.e. January 1<sup>st</sup> ) will pay a reduced subscription.
- (e) Cadet Membership shall be aged between 8 and 15 years at the beginning of the relevant subscription year i.e. January 1<sup>st</sup>. A Cadet Member while on site will require a Full or Affiliate Member to be in loco parentis.
- (f) Junior Members shall be aged up to 7 years at the beginning of the relevant subscription year i.e. January 1<sup>st</sup>. A Junior Member while on site will require a Full or Affiliate Member to be in loco parentis.
- (g) Affiliate membership may be offered by the committee to an adult who is not sailing but wishes to:
- continue taking part in club activities
  - OR
  - support another member who wishes to sail but could not do so without this support.
- (h) An Out-port Member is a Member who no longer regularly visits the Club but does not want to completely sever the connection. An Out-port Member will not be eligible for the use of Club Amenities, race on a regular basis, or eligible to vote. The Club encourages and welcomes Out-port Members to visit the Club from time to time.
- (i) Temporary Members. Members of recognised Sailing Clubs may, at the discretion of the Committee, be admitted for a limited period as Temporary Members. They will be required to sign an appropriate form, e.g., an Open Weekend Entry Form and shall not be entitled to receive notice of nor to attend and vote at General Meetings. Temporary Members may be required by the Committee to pay an appropriate fee. They will also be subject to such conditions as laid down in the Club Rules.

- (j) Guests, potential crews and visitors must be ‘signed in’ in the Visitors’ Register located in the Clubhouse by a full member who must be present on site during the period of the visit. This ‘sign in’ must take place whether the visitor is sailing or just enjoying the Club surroundings. This allows visitors to be covered by the Club’s insurance while on the grounds. A guest may visit the club no more than 6 times a year.

## 8. Subscriptions and charges

- (a) The subscription year shall begin on January 1<sup>st</sup> of each year.
- (b) The membership subscriptions for a subscription year in respect of the different classes of membership and all charges for use of the Club Amenities shall be recommended by the Committee and confirmed and/or amended (if required) by a simple majority (more than 50%) of Voting Members attending the meeting and entitled to vote, usually the Autumn General Meeting preceding the commencement of the relevant subscription year.

- (c) A Full Member or Associate Member who has paid a subscription for not less than 30 years shall become a Life Full Member and entitled to remain as such.

The years served as an Associate Member will count towards the 30 year qualification for Life Full Membership.

Life Membership will, therefore, be conferred on Members entering their 31<sup>st</sup> year of Full Membership.

- (d) Members who became Life Members before 1<sup>st</sup> January 2019 will remain as such without the payment of further subscriptions but may contribute by way of a voluntary donation.

Members who became Life Full Members after 1<sup>st</sup> January 2019 will be required to pay a subscription.

- (e) Where a Full or Associate Member has transferred to Outport Membership, the years served as a Full or Associate Member will count towards the 30 year qualification for Life Outport Membership.

- (f) The subscription levied on Members other than Full Members shall be in the following proportions to the rate fixed for Full Members:

Honorary	none
Life Full as at 1st January 2019	none
Life Associate as at 1st January 2019	none

Life Full after 1st January 2019	full member's rate
Full 16-25 years	one half
Affiliate	one half
Cadet	one fifth
Outport	one fifth
Junior	none

- (g) All the above subscriptions rates shall be rounded up to the nearest £1.
- (h) Any Member who has not paid their subscription and charges by March 31<sup>st</sup> of the relevant subscription year will be liable to a surcharge of 10% of the total amount due by the Member.
- (i) The Development Fund levy as set out in Clause 4 (h) shall, unless otherwise amended and approved by a simple majority (more than 50%) of Voting Members attending the meeting and entitled to vote, be levied on all Full, Life Full (after 1st January 2019) and Affiliate Members. Life Full (as at 1st January 2019), Life Associate and Honorary Members pay on a voluntary basis.

## **9. Withdrawal of Members**

- (a) If the Committee wishes to terminate a Member's Membership of the Club for any reason, other than arrears of subscriptions and charges which is dealt with in accordance with clause 11, it must convene a Committee Meeting to consider that matter and invite the Member in question to attend. The Committee must give the relevant Member not less than twenty-one clear days' written notice of such a meeting. The notice must specify the business of the Committee Meeting.
- (b) The Committee must include in the notice of the Committee Meeting to the Member its reasons for seeking to terminate his/her Membership. The notice must also invite the Member to make written representations prior to or at the Committee Meeting and/or oral representations at the Committee Meeting.
- (c) The Member will also be entitled to bring a companion to the Committee Meeting for support only. The companion shall not be permitted to speak on behalf of the Member or respond in any way to the Committee.
- (d) The Member's Membership shall be terminated immediately if the resolution to terminate Membership is passed by a two-thirds majority of those members of the Committee attending and entitled to vote.

- (e) If their Membership is terminated, the Member has the right to appeal the decision within 28 days of the date of the Committee Meeting by submitting a written request for an appeal to the Secretary.
- (f) An appeal shall be conducted at a General Meeting of the Club. Notice of the appeal shall be contained in the notice convening the General Meeting. The Committee shall convene a General Meeting to consider the appeal as soon as reasonably practicable following receipt of the request but in any event within 60 days of the request for the appeal. The terminated Member has the right to make written and/or oral representations at the General Meeting. In order to make written representations prior to the General Meeting and to be circulated along with the notice, the terminated Member must comply with any deadlines for submission imposed by the Secretary following his/her request for an appeal.
- (g) Any resolution to overturn the decision of the Committee and re-admit the terminated Member shall require to be passed by a simple majority (more than 50%) of Voting Members attending the meeting and entitled to vote, by secret ballot.

## **10. Accounts**

- (a) The financial year of the Club shall end on December 31<sup>st</sup> or such other date as a simple majority (more than 50%) of Voting Members attending the meeting and entitled to vote may resolve by resolution passed at a duly convened and held General Meeting.
- (b) Each year a statement of accounts shall be prepared by the Treasurer and shall be reviewed by an independent examiner appointed in accordance with clause 10(c) (an “Independent Examiner”) who shall be requested to report to the Members on such statement of accounts (the “Accounts Annual Review”). The statement of accounts and the report of the Independent Examiner shall be circulated to all Members and shall be considered by the Members at the Spring General Meeting.
- (c) No Member shall be eligible for appointment as the Independent Examiner. The Independent Examiner shall be appointed annually by the Committee and may be any person who is a member of the Institute of Chartered Accountants of Scotland or a member of the Chartered Institute of Management Accountants (or any equivalent professional body).
- (d) Any Voting Member shall be entitled to request to inspect the books of account and financial records of the Club upon giving notice in writing to the Secretary. The right to inspect the books of account and financial

records shall not be unreasonably withheld or delayed. As soon as reasonably practicable following receipt of such notice the Secretary shall either (i) advise that such request is not being granted and the reasons therefore or (ii) confirm that such request is granted and the Treasurer shall then make the books of account and financial records available for inspection either at the Clubhouse or at such other reasonable place and for such reasonable period and at such reasonable times as the Secretary may notify in writing to such Member(s).

## **11. Arrears**

- (a) Any Member whose subscription, mooring, storage or other fees and charges are unpaid as at August 31<sup>st</sup> of the relevant subscription year shall be regarded as having resigned. Should a person wish to rejoin the Club, the provisions of clause 7 shall apply. No application will be accepted unless accompanied by a remittance in settlement of the arrears of fees and charges.
- (b) In accordance with clause 11 (a) above, if any Member or former Member is in arrears in relation to any fees or charges payable by them:
  - i. The Committee shall be entitled to move his or her boat or other property to any other part of the Club premises without being liable for any loss of, or damage to, the boat or property howsoever caused, and
  - ii. Further the Club shall, at all times, have a lien over Members' or former Members' boat or other property parked or moored or otherwise kept on the Club's premises or Club moorings, in respect of all monies due to the Club, whether in respect or arrears of mooring fees, subscriptions, charges in respect of Club Amenities or otherwise.

## **12. Property**

- (a) All heritable property belonging to the Club shall be held on behalf of Full Members of the Club in the names of 'Trustees' who shall ensure its continued availability for use as a private sailing club.
- (b) The rules regulating the Trustees shall be contained in a Property Trustee Policy to be drafted and updated from time to time as necessary by the Committee, and approved by nine tenths of Voting Members attending the meeting and entitled to vote at a General Meeting of the Club, convened on not less than twenty-one clear days' written notice.

The Trustees shall not intromit with the heritable property unless authorised by a resolution passed by nine-tenths of Members attending and entitled to vote at

a General Meeting of the Club, convened on not less than twenty-one clear days' written notice.

- (c) All other property of the Club shall be held by the Committee on behalf of the Full Members.
- (d) The property belonging to Members and former Members left within the Club premises shall be dealt with in accordance with the relevant Royal Yachting Association procedures in relation to Members' property as issued from time to time.
- (e) An Outport member or a Temporary Member outwith their temporary membership may not hold or store property on the club grounds without the prior written authorisation of the Committee.

### **13. Financial Assets**

- (a) All surplus income or profits will be re-invested in the Club. Except under 13b no surpluses or assets will be distributed to Members or any third parties.
- (b) Upon dissolution of the Club, any remaining net assets after all debts and liabilities have been paid shall be transferred to another Amateur Sports Club, a registered charity or the sport's governing body.

### **14. Disclaimer and limitation of liability**

- (a) The Club cannot provide direct parental supervision over children and the Club cannot be held responsible for their actions, or injury or damage caused to or by them when on the Club premises or sailing on Loch Lomond (with or without other Members present). It is understood that children come on to the Club premises and take part in Club activities at their own risk and with full parental consent. A child for this purpose is a person under 16 years of age.
- (b) Members, their guests and visitors are bound by the following rule which shall also be exhibited in a prominent place within the Club premises:

Members of the Club, their guests or visitors use the Club premises, and any other facilities of the Club, entirely at their own risk and implicitly accept that.

- The Club will not accept any liability for any damage to, or loss of, property belonging to Members, their guests or visitors to the Club.
- The Club will not accept any liability for personal injury arising out of the use of the Club premises and 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.

- 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 so far as expressly authorised, or authorised by implication, by the Members. No one shall, without the express authority of the Membership at a General Meeting, pledge the credit of Club.

## **15. Equal opportunities statement**

- (a) The Club supports equal opportunities for all, irrespective of age, colour, disability, ethnic or national origin, marital status, nationality, race, religion, sex or other considerations not justified in law.
- (b) It is the Club's objective to support its policy of ensuring equality of opportunity for all existing and potential Members.

## **16. Burgee and Badge.**

The burgee and badge of the Club shall carry a device in white and gold, depicting a yacht within a gold circle on a dark blue ground, and bearing the capital letters LLSC in white. The design is depicted in the Appendix. The ordinary burgee shall be pennants, but those of the officers shall be flags. The flags of the Commodore, the Vice Commodore, and the Captain shall carry, in addition to the device, none, one, or two white discs respectively.

## **17. Amendment to Constitution**

- (a) The Constitution can only be amended in accordance with the procedure contained in this clause 17.
- (b) The Committee shall prepare a proposal to amend the Constitution and shall circulate said proposal to all Voting Members for consultation. The proposal must contain a brief note on the reason for the changes and a revised draft of the Constitution, as considered appropriate.
- (c) A consultation period shall be set by the Committee, which shall start on the day the proposal is sent to all Voting Members and shall end no less than 28 days after the start date. The start and end dates of the consultation period shall be clearly noted in the proposal.

- (d) During the consultation period, the Voting Members shall have an opportunity to review the amendments and submit comments, queries and amendments to the Committee before the end of the consultation period.
- (e) After the consultation period, the Committee shall consider any comments, queries or amendments received from the Voting Members and if necessary, revise the amendments to the Constitution.
- (f) The constitution may only be amended at a General Meeting. The final proposal(s) to amend the constitution shall be circulated to Voting Members not less than 21 days prior to a General Meeting.
- (g) Subject to clause 17 (h), any proposal to amend the Constitution must be approved by a [two-thirds] majority of Members attending and entitled to vote at the General Meeting.
- (h) Notwithstanding clause 17(g) above, any proposed amendments to the clause relating to the heritable property of the Club must be approved by a [nine-tenths] majority of Members attending and voting.
- (i) As soon as reasonably practicable following the amendment of the Constitution in accordance with this Clause 17 an updated copy of the Constitution incorporating such amendments will be made available to all Members.