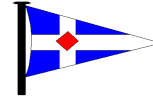


TORPOINT MOSQUITO SAILING CLUB

RULES



NAMES AND PURPOSES

1. The Club shall be known as the TORPOINT MOSQUITO SAILING CLUB (hereinafter referred to in these rules as the Club).
2. The Club Burgee shall be triangular, blue, with a white St. George's Cross and a red diamond at the conjunction of the horizontal and vertical bars of the cross.
3. The purposes for which the Club is formed are to promote and facilitate community participation in the sport of sailing and other suitable waterborne activities. In addition the Club will maintain a Club House, with accommodation for Steward, and land providing social and other facilities for members as may be from time to time determined (including storage and mooring facilities for boats).
4. The Sailing Rules shall be those of the Royal Yachting Association(RYA) Racing Rules of Sailing (RRS) which may be varied by the Sailing Committee as detailed in the Sailing Instructions(SI's).

OFFICERS

5. There shall be a President elected by Members in General Meeting to hold Office until death or resignation, unless removed from Office by Resolution of the Members. The President shall be an ex-officio member of the Management Committee.
6. The Officers of the Club [must be Full or Family members who have been members of the Club for a minimum of 2 years and not in arrears, nor in default in the Club's books] shall consist of 3 Flag Officers who shall be the Commodore, Vice Commodore and Rear Commodore, together with the Executive Officers who shall be the Secretary, Treasurer, Sailing Secretary [Dinghies], Sailing Secretary [Yachts] and the Social Secretary. All shall be elected at the Annual General Meeting for a period of One Year. They shall be formally proposed and seconded by 2 other Members, none of whom may be in arrears, nor in default in the Club's books. These Officers shall be honorary and retiring Officers shall be eligible for re-election.
7. Vice-Presidents. On the recommendation of the Management Committee one or more Vice-Presidents may be appointed at the AGM in recognition of exceptional services to the Club. The Office is purely complimentary, and carries no additional privileges or responsibilities.

MEMBERS

8. Applications for Membership of the Club shall be by an Application Form process, the details of which shall be contained within the Byelaws. Upon receipt of an application for membership, the Membership Secretary shall enter such application in a Register of Candidates and there shall be an interval of at least two days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Committee and shall be a simple majority vote of the Committee. Full application process details and fees will be subject to the TMSBYE LAWS. Membership of the Club shall be open to anyone interested in the purposes of Rule 3

on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis. Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

9. The club may refuse membership or expel from membership only for good and sufficient cause such as conduct or character likely to bring the Club or its activities into disrepute. Appeal against refusal of membership may be made to the Club's members and decided by a majority vote and against expulsion as detailed in Rule 24.
10. Full Members shall be men and women over the age of 18 and shall make an application in accordance with Rule 8. Applications will be considered by the Management Committee at its next monthly Meeting. A simple majority vote shall decide admittance. The Committee's decision will be communicated in writing to each Applicant by the Secretary.
11. Family Membership shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age. The family unit shall have one vote exercisable by each adult. A Family Member, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all the Club facilities subject only to Rule 60.
12. Youth Members shall apply for membership similar to a Full Member [i.e. as per Rule 8]. Additionally their application must be signed by a Parent/Legal Guardian, who need not be Members of the Club. They shall be over 16 years of age and under 18 years of age, shall pay a reduced Membership Fee, [in line with the rate for O.A.P.s] and shall enjoy the privileges and amenities of the Club subject to certain Byelaws and Rule 60
13. Youth Members attaining the age of 18, may on application, be transferred to Full Membership at the discretion of the Management Committee. No additional subscription to be paid until the next 1st of January.
14. Junior Members shall apply for membership similar to a Full Member [i.e. as per Rule 8]. Additionally their Application Form must be countersigned by the Parent/Legal Guardian who is a Full Member. They shall be under the age of 16 [and be included in the Family Membership Fee] and shall enjoy the privileges and amenities of the Club subject to certain Bye-laws and Rule 60, but shall have no power in voting at Meetings nor shall they serve in any office or on any Committee.
15. All Junior Members must have a parent or legal guardian as a Full Member of the Club. Should the Parent/Legal Guardian fail to renew his/her membership the Junior Member will automatically lose his/her membership.
16. Junior Membership would start at 6 [SIX] years of age. The maximum number of Junior Members shall be no more than one-fifth the Full Membership of the Club.
17. Junior Members on attaining the age of 16, may on application, be transferred to Youth Membership at the discretion of the Management Committee. To be accepted as a Youth Member he/she must have shown an interest for some months in waterborne sports activities as at Rule 3. No additional subscription to be paid until the next 1st January.[Youth Membership refer to Rules 12 and 13].
18. Honorary Members may be elected in General Meeting only on recommendation by the Management Committee. An Honorary Member shall neither pay Entry Fee or Subscription. The total of such Honorary Members shall not however, at any time exceed 5% of the total number of Members.

19. Life Members may be elected at any General Meeting only upon recommendation by the Management Committee.
20. Members of any other RYA affiliated Club may be accepted as Temporary Club Members for the duration of their stay in the Torpoint/Plymouth area [maximum 21 days] by signing the Visitors Book.
21. Any Member may resign his/her Membership by giving notice in writing to that effect to the Secretary, but shall be responsible to the Club for all payments due up to the date of his/her resignation. Any Member who resigns may apply to rejoin the Club through the New Entry process i.e. by Application Form duly processed.
22. Any Member who is in breach of the Rules or Byelaws, or of conduct detrimental or prejudicial to the good order and/or name of the Club, or who shall fail to conduct himself/herself in a decent and gentlemanly/ladylike manner while on the Club premises, or to the interest of the Club or its Members, shall be reported to the Management Committee in writing to the Secretary. Such offending Member shall then be the subject of an enquiry by the Finance and Bar Committee. He/she shall be notified in writing of such an enquiry and his/her presence may be required or, alternatively, a written explanation of his/her conduct which must be received by the Secretary within SEVEN days of notification of the enquiry being received by the offender.
23. With no less than two-thirds of the Members voting in favour of it, the Management Committee, if recommended by the Finance and Bar Committee report, is empowered to suspend or expel any such offender, who shall be notified in writing of the Management Committee's decision.
24. Any person refused membership vide Rule 9 or any member expelled or suspended vide Rule 23, may if he/she so desires appeal to a General Meeting, at which a majority vote of the members present, taken in a secret ballot, will be required to recommend that the Management Committee's decision be reversed.
25. Membership will not be renewed whilst a member has outstanding dues [e.g. Storage, Moorings, Race Fees etc.] and/or debts owing to the Club. Providing the outstanding dues or debts are paid before the 28th February, subscription will be accepted and Membership renewed. Any Member whose membership lapses through failure to pay his/her subscription may re-apply for Membership as at Rule 8 [subject to any outstanding dues and/or debts being paid before application for Membership].
26. Any Member who changes his/her address must inform the Secretary of the change. The Management Committee cannot be held responsible in any way for any loss of amenities or correspondence due to the failure of Members to observe this Rule.
27. Visitors to a number not exceeding two (2) may be introduced into the Club by any one Member. Such Member MUST fill in and sign the Visitors' Book on entry. Visitors must leave the club premises before or at the same time as their introducing Member. The introducing Member, will be responsible for his Visitors' conduct and all liabilities incurred by them on their behalf.
28. Visitors may be admitted to the Club on not more than FOUR (4) occasions in any period of 12 months. Non-locals may apply to be admitted as Temporary Members on completion of a Temporary Membership Form.

29. Participants in open days, try sailing days or other events, as directed by the management committee will be considered guests of the Club. These guests may have full use of the facilities for the period of the specified event.
30. Temporary Members may not attend any meeting in the Club and may not take Office nor serve on any Committee, nor have the power to vote.
31. Temporary Members may not use the Club Car Park for any period in excess of 24 hours and may not use the slipway or Boat Park except by permission of the Yard Marshall.

MANAGEMENT

32. The Management Committee (herein referred to as 'the Committee') shall consist of the Flag and Executive Officers together with the other TMS management nominated posts (detailed within the Byelaws), who shall be responsible for all affairs, business and management of the Club.
33. 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 in writing 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 each year. Such nominations, together with the names of the Proposer and Secunder shall be promulgated within the Club premises at least fourteen days prior to the date of the Annual General Meeting.
34. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
35. 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.
36. 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.
37. Casual or Emergency vacancies in any Office or on any Committee may be filled by a temporary appointment of a Full member by the Management Committee. A replacement shall serve until the AGM when his/her appointment shall be confirmed or cancelled by the normal process of election.
38. A retiring Commodore shall serve as an ex officio member of the Committee in the year immediately following his retirement.
39. The Committee shall meet regularly (nominally monthly) making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish.
40. 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 Chairman (as the case may be) shall have a second and casting vote. Seven members personally present shall form a quorum at a meeting of the Committee. The Committee may be convened at other times should circumstances dictate.

41. At all Management Meetings the Chair shall be taken by the Commodore or, in his absence, the Senior Flag Officer or Executive Officer present.

COMMITTEES

42. The Management Committee, in addition to the Eight Officers, shall consist of Members [who have been nominated for a post within the TMSC management structure and have been a member of the Club for a minimum of 2 years] shall be elected after being proposed and seconded by 2 other Members of a minimum of two years standing. All shall be for a period of 3 years and none shall be in arrears or default on the Club Books. Not less than 4 of the Members shall be primarily interested in Sailing. One-third of the Members, taken in chronological seniority, shall resign annually but shall be eligible for re-election at every AGM, vacancies so created being filled by newly-elected candidates.
43. The Management Committee shall compile a set of Byelaws, to include the TMSC Management structure, terms of reference for each post, regulations for the use of the Club premises by Members and for the good conduct of the affairs of the Club. Such Byelaws, are intended to provide further details to but remain consistent with these Rules. These Byelaws shall also be binding on all Members and be constructed as part of the Rules of the Club until they are rescinded or varied by the Management Committee.
44. 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 or for a benevolent or charitable purpose nominated by General Meeting.
45. 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 surplus income or profits are re-invested in the Club.
46. 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 Committees may think fit. Officers of the Club shall be ex officio members of all such sub-committees. These sub-committees shall, however, be responsible to the Management committee for the proper conduct of such business, and all financial matters connected with it. All final decisions shall rest with the Management Committee.
47. 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.
48. 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.
49. In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

50. 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.
51. The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, license or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.
“The liability of the Committee or 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.”
52. A Sailing Committee under the Chairmanship of one of the Sailing Secretaries shall consist of all representatives interested in the activities as at Rule 3. The Principal of the T.M.S.C. Training Establishment will be appointed by the Commodore on the recommendation of the Sailing sub-committee. Candidates for such recommendation will be deemed suitable iaw RYA guidance. All matters concerning sailing and other waterborne sports shall be controlled by this Committee, whose findings and financial requirements shall be submitted to the Management Committee.
53. A Social Committee under the Chairmanship of the Social Secretary shall arrange and administer all social events, and the catering for them, subject to Management Committee approval.
54. The Finance and Bar Committee shall consist of the Flag Officers, Secretary, Treasurer and co-opted members [if desired]. The finance and Bar Committee will be responsible for the fixing and adjustment of Bar Prices, good order, disciplinary matters, maintenance of Gaming Machines, the Steward's/Stewardess' Contract of Employment and the Catering Contract. This Committee shall report back to the Management Committee.

FINANCIAL

55. The Funds of the Club shall be kept by the Treasurer under the supervision of and in such a manner and place as shall be determined by the Management Committee, which shall have the power to expend the Funds in such a manner as they think fit in accordance with the Rules of the Club.
56. All payments on behalf of the Club shall be made by the Treasurer with cheques drawn on the Club's account at the Bank, and signed by a single authorised signatory (nominally the Commodore, the Treasurer and the Secretary). Purchases made on behalf of the Club shall be made only by persons duly authorised by the Management Committee.
57. The Financial Year of the Club shall end on the 30th Day of June in any Year. Club accounts shall be made up to this date and a Balance Sheet prepared, audited and presented at the next AGM.
58. The Treasurer shall:-
- a. Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club.
 - b. Prepare an Annual Balance Sheet in each year and cause such Balance Sheet (and accounts as necessary) to be audited at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the Annual General Meeting.

- c. Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.

59. The Auditors shall:-

- a. Be appointed by the Management Committee, usually being an independent firm of professional accountants, after the Annual Balance Sheet has been prepared.
- b. Audit the accounts and Annual Balance Sheet of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee;

EXCISABLE GOODS

60. 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.
61. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club Premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor or tobacco products within the Club premises.
62. The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (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) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.
63. 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.
64. Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Secretary or Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

TRUSTEES

65. There shall be at least three Trustees of the Club but no more than five, 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. Trustees shall be ex-officio members of the Management Committee.
66. A Trustee shall hold office for a term of ten years, or until he/she shall resign by notice in writing given to the Committee or until a resolution removing him/her 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. A Trustee may hold more than one term after review.

67. 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 his 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 he shall by Deed duly appoint the person or persons so nominated by the Committee.
68. The Trustees shall in all respects act, in regard to any property of the Club held by them and in consultation with the Committee, 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 (which shall be duly recorded in the Minutes of the next proceedings of the Committee).
69. 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 and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

GENERAL MEETINGS

70. An Annual General Meeting shall be called in the month of November each year on a date to be fixed at the previous General Meeting. The Secretary shall, at least fourteen days before the date of such meeting post or deliver to each member notice hereof and of the business to be brought forward thereat.
71. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Auditors, 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 forty two days before the date of the Annual General Meeting.
72. The Committee may at any time, upon giving twenty one 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.
73. The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least 20 members. The Committee shall meet within 14 days following receipt of the requisite number of requests in order to call a SGM. The Committee shall give twenty one 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.
74. At every General meeting of the Club the President or the Commodore in his/her absence, shall preside. Fifteen members entitled to vote and personally present shall form a quorum at any general meeting of the Club. Except for the bar staff, only Members may be present in the Club House during any general Meeting.

75. Only Full and Family and Youth members shall vote at any general meeting of the Club. Voting, except upon the election of members of the Committee, or appeals against refusal or removal of membership shall be by show of hands.
76. In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of members of the Committee.
77. 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. 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.

DISSOLUTION OF THE CLUB

NOTE: This course of action can only be pursued after proper consultation and subsequent members' vote at a General Meeting.

78. 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:
 - a. to another Club with similar sports purposes which is a charity and/or
 - b. to another Club with similar sports purposes which is a registered CASC and / or
 - c. to the sport's national governing body for use by them for related community sports.

GENERAL

79. An Application Fee is payable by new members in addition to the annual subscription. The Annual Subscription is due on the First Day of January in the Year to be covered by the Subscription. Members' Subscriptions and dues are to be paid by 28th February or voting power will be lost and they will be deemed to have resigned from the Club. O.A.Ps have the option of paying a reduced subscription. Details of the annual subscriptions are contained within the Byelaws.
80. The Club house shall be opened as laid down in the Club's Byelaws. The Club bar will be opened within the permitted hours shown on the Club's licence to sell alcohol and detailed in the Club's Byelaws.
81. No Vessel which shall be used for trade or business or for letting or hire or any other business shall be entitled to the benefits and privileges of the Club.
82. No Member loaning or letting his/her vessel [except to another Member of the Club] shall leave on board, or permit to be used by the borrower or lessee, any Club Burgee or Ensign.

SAILING AND TRAINING SUPERVISION

83. Parents and guardian are warned that the Club is only able to provide rescue facilities during the hours of Club racing/training. Outside these hours parents and guardians have sole responsibility for their children and wards and must appreciate that the Club cannot be

expected to exercise supervision or control. Even during Club racing the Club cannot accept responsibility for children, or any other person, not engaged in racing and training.

ABANDONED BOATS AND/OR TRAILERS

84. 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 a boat and/or trailer the property of a member or former member remains upon the Club premises 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 one months' notice in writing by recorded delivery 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.

85. 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 84b above.

PROVIDED ALWAYS THAT:-

86. 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 84b 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

87. In addition to Rule 84 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.

BYELAWS

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

ACKNOWLEDGEMENT

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

Dated: 24th November 2014

REVISIONS: Contained within AGM minutes.