

TORPOINT MOSQUITO SAILING CLUB

A company limited by guarantee

Management and Governance Structure

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Index

Page	Topic
2	Introduction
4	Overall structure
6	Detailed committee structure
9	Individual Roles
14	Meeting Calendar
15	Appendix A – Articles of Association
22	Appendix B – Club Constitution
35	Appendix C – Club Byelaws
44	Appendix D – Schedule of Delegation

1. Introduction

1.1 Torpoint Mosquito Sailing Club (TMSC) exists to promote waterborne activities on the Rivers Tamar and Lynher, in Plymouth Sound and into the English Channel. This currently includes yacht and dinghy sailing, windsurfing, diving, kayaking and gig rowing. To augment this, the club offers training in both sail and power as an approved RYA training centre. It is recognised that some activities fall under other sporting bodies such as PADI (Divers) and CPGA (Gig Rowers). These activities are therefore *affiliated* to TMSC as groups as long as all their participants are individual members of TMSC itself. This relationship is defined by a Memorandum of Affiliation.

1.2 TMSC aims to provide high quality training through RYA accredited courses for all club members in Yacht, Dinghy sailing and windsurfing at both adult, and child level, powerboat training up to safety boat standard, including dive boat drivers, theory instruction in yachting, VHF and first aid training. All courses are carried out from TMSC using club facilities. Other courses may be added subject to demand and cost.

1.3 The club actively promotes links with our local community, schools and colleges as well as other local watersport organisations and clubs. Of particular importance to TMSC is its cadet program which aims to encourage a stream of enthusiastic new entrants to our sports.

1.4 TMSC has an active social program based on its Torpoint clubhouse and facilities. This is an important aspect of club life even to those members who are not currently engaged in the watersports activities and, whilst it generates revenue, it is for many the heart of the club and much of our many decades of history are celebrated and preserved there.

1.5 It is recognised that TMSC has a long and successful history and is highly valued by its wide diversity of members who, as individuals, make the club what it is. In order to be well organised, sustainable and operated without undue financial or legal risks to individuals TMSC is constituted as a club within an incorporated Limited Company. The Directors of the club and its members agreed to this incorporation as long as the club retained its special atmosphere, appeal, and high level of membership participation, without an excessive and obvious “corporate” burden at day to day member level. This document aims to reflect and sustain that balance and relationship.

2. Overall Structure

2.1 The Company

TMSC Ltd is set up as a company, and its directors are appointed, under the terms of its Memorandum and Articles of Association. A copy is at Appendix A. The MAA sets out the responsibilities of directors for the running of the company as a limited Liability business. This brings accountabilities to directors for following corporate and other statute law, such as health and safety. The directors have delegated responsibilities for the day to day running of the club to its Flag Officers and elected management. They, in their turn, have to:

- a) Agree the club's overall strategy and ensure it is governed in such a way as to assure directors of the club's compliance with the law and that it remains solvent.
- b) Operate the club on a day to day basis to deliver the outcomes set out in the introduction and to respond to the reasonable wishes of its members.

2.2 The Club

The Management committee is accountable to the directors for running the club and its activities in accordance with its Constitution. A copy of the constitution is at Appendix B. This remains largely unchanged so as to preserve the essential character of the Club, although it may be amended by agreement at an AGM if needed. Management is also responsible for keeping the directors advised on a regular basis of our finances and trading position, activities, risks and the controls in place to mitigate them, and any issues which may significantly harm the club.

2.3 Committees

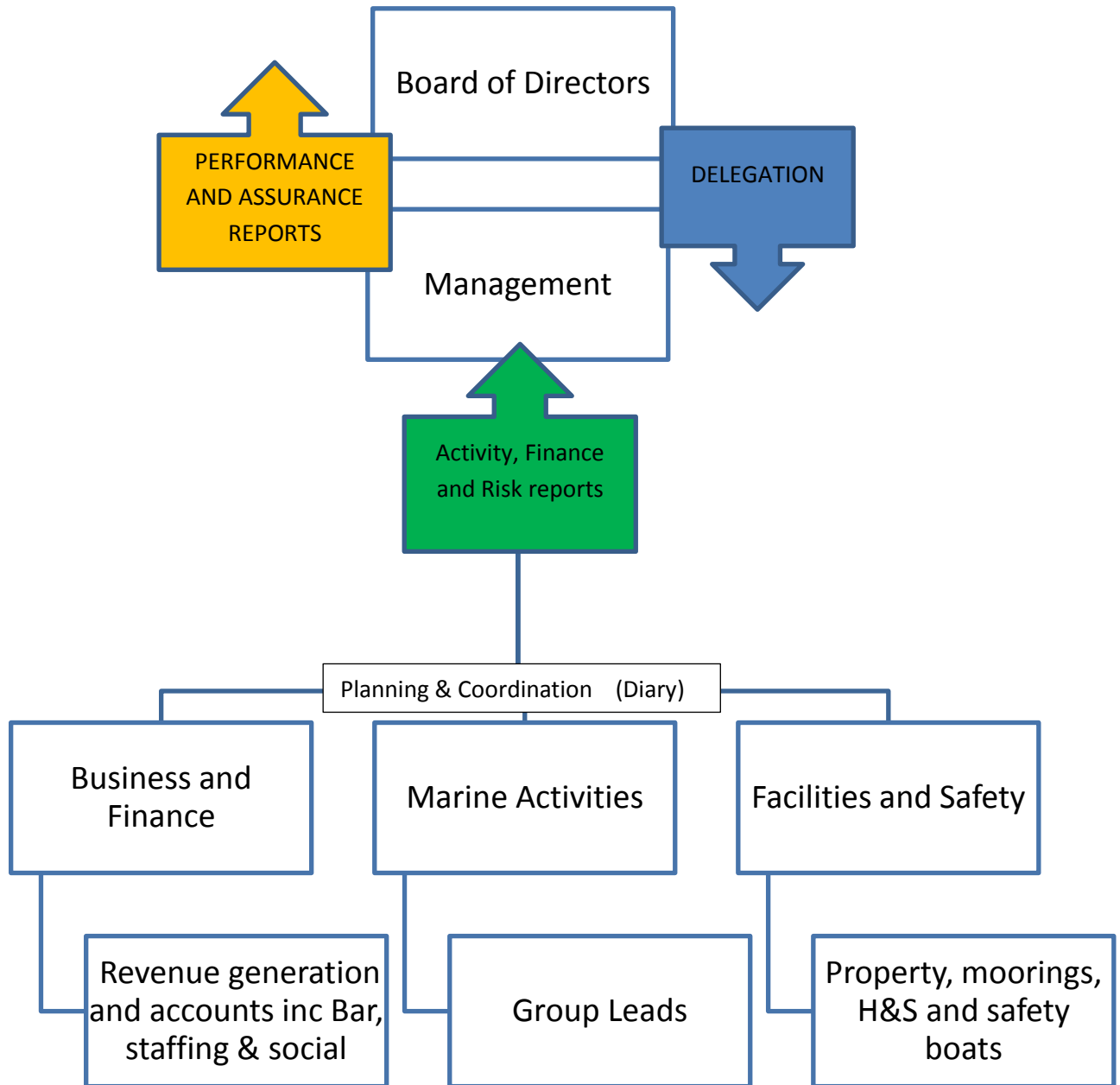
Committees are formed as appropriate to both carry out the commercial business of the club and to deliver its activity program. They each have terms of reference which are focussed on:

- Business and Finance, including income generation
- Marine Activities and safety on the water
- Facilities and Safety ashore.

2.4 Members

All members, including Officers and directors are bound by the club Bye Laws which set out the day to day rules for a safe and enjoyable experience at TMSC for all of us.

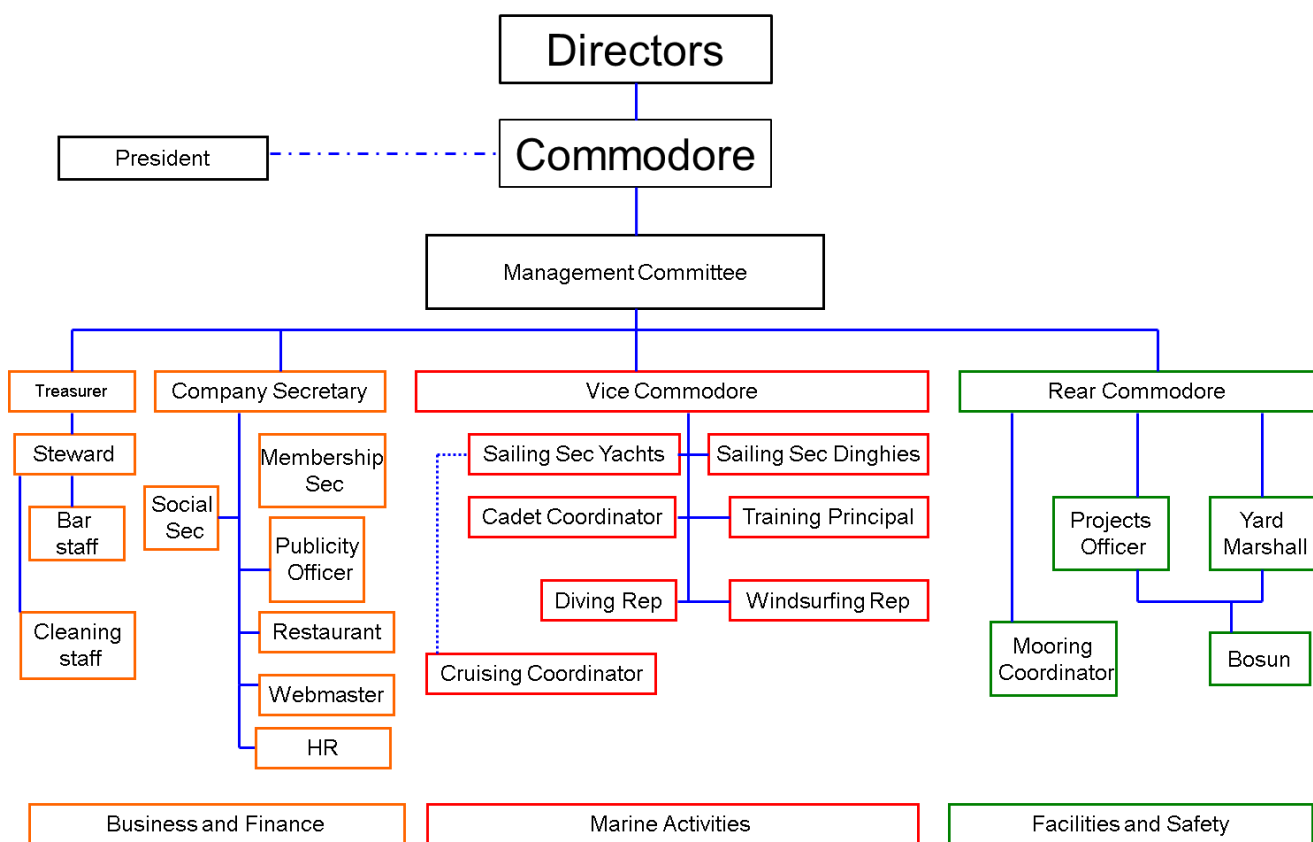
Fig 1 Overall Structure.



3. Detailed Committee Structure

3.1 The detailed functional structure of the club is shown below. It is made up of a number of officers and members some of whom will have a particular responsibility. The Objectives of the committees are set out in Terms of Reference (below) and the individual officers and members each have a role profile which shows what they are responsible for. Some of the roles may be combined depending on the available experience of officers and members.

Fig 2. Detailed structure with functions.



3.2 Committee Terms of Reference

Each of the 4 main committees has outline terms of reference set out below. These may change from time to time by agreement with the Board. Committees are run in accordance with the constitution so as to preserve the club ethos. In the unlikely event that the constitution conflicts with the Articles of Association, the latter takes precedent and the Board will be asked to resolve this. Committees should constitute themselves around the principle roles above so as to deliver their objectives, although roles may be added, deleted or modified by agreement with the Management Committee. Sub Committees or adhoc

working groups may be established by Committees as appropriate, keeping Management committee informed.

Management committee

- To lead and manage the club as delegated by the Board of Directors and in accordance with the **Articles of Association** and **Club Constitution**
- To take direction from the Board
- To provide strategic direction to the club and to the work of its officers and committees
- To ensure compliance with Corporate and Statute Law and regulation.
- To promote and maintain good governance of the club
- To maintain adequate financial control and maintain solvency
- To maintain and update the club byelaws and ensure they are complied with
- To ensure the relevant Health and Safety activities are carried out including safeguarding
- To be aware of, and engage with, any local developments or arrangements which may impact on the club or provide potential opportunities.
- To be aware of, and assess, any national issues which may affect our sports
- To provide such reports and assurances as may be required by the Board
- Approve and manage agreed relationships through affiliations or partnerships
- Ensure TMSM maintains its good reputation through community activities and positive marketing
- Develop long term strategies for the future sustainability of the club
- To proactively apply for relevant grant funding and to take up loans where approved by the Board.
- To act in the interests of the club and its members and maintain and enhance its ethos and values.

Business and Finance

- To oversee the revenue earning functions of the club and ensure they are properly run and financially viable (Bar, Social, Restaurant, Other income)
- To Manage the Club finances within the requirements for a Limited Company
- To monitor financial and activity trends and report them to Management Committee
- To prepare monthly accounts for the Management Committee and Directors
- To prepare Annual accounts under the guidance of the company's accountants and present to the AGM
- To examine potential additional revenue earning activity and make recommendations to Management committee
- To provide a secretarial and administrative service to the club and maintain the Office systems and IT
- To administer and process membership applications and keep the membership database.

- To undertake PR opportunities and maintain club communications to members and the public through the website and other appropriate means.
- To comply with employment law and good HR practice in relation to employed staff.

Marine Activities

- To organise and implement a program of activities for each of the waterborne groups
- To liaise with the appropriate Governing Body (e.g. RYA) and ensure compliance by TMSC
- To comply with current racing rules and standards.
- To deliver accredited training programs
- To acquire and maintain club boats for members use
- To be responsible for safety afloat in accordance with recognised standards e.g. SOLAS and to organise and coordinate the use of safety boats
- To deliver the TMSC Cadet program and maintain contact with potential partner organisations such as schools, colleges, Royal Navy etc

Facilities and safety

- To maintain the fabric of the TMSC property, including external areas, in accordance with the agreed upkeep plan.
- To maintain all club systems and installations (e.g. water, lighting, signage, ventilation etc)
- To coordinate boat parking and lifting operations.
- To maintain safety boats to a level of availability agreed by Management committee
- To carry out risk assessments of shoreside facilities and operations and implement control measures.
- To review and report risk assessments to Management Committee quarterly or sooner if any significant change in circumstances.
- To lead and oversee club development projects e.g. clubhouse extension
- To ensure any work is compliant with planning, and building and other relevant regulations

4. Individual Roles

4.1 The structure combines the corporate responsibilities of Directors with the management roles of Flag officers, officers and members which are traditionally a feature of a sailing club. In practice individuals may occupy more than one of these roles therefore it is important that there is consistency and clarity as to which role they are acting in at any time, especially directors, so that conflicts of interests are avoided. No officer or member should be party to a decision which involves favouring a business or operation in which they have a financial interest directly or indirectly.

4.2 Although these roles are voluntary they play an important part in running the company and club and role holders should be prepared to devote sufficient time and energy to their duties. The key duties are set out in the role Profiles below:

President

- Represents the club at internal and external events.
- Chairs AGM at the handover from one Management Committee to the next.

Director

- Holds the assets of the Club.
- Acts in accordance with the Articles of Association
- At their discretion, approve resolutions of the Management Committee to borrow money.
- Administrates the transfer of assets on dissolution of the Club.
- Ex-Officio Member of the Management Committee.

Commodore

- Flag Officer.
- Represents the club at internal and external events.
- Chairs Management meetings.
- Member of Bar & Finance sub committee.
- Member of the Management Committee.
- Approves membership applications on the recommendations of the Management Committee.
- Appoints the Training Principal on the recommendations of the Marine Activities Committee.

Marine activities

Vice Commodore

- Flag Officer.
- Deputises for the Commodore as necessary.
- Member of Bar & Finance sub committee.
- Member of Sailing sub committee.
- Member of the Management Committee.

Sailing Secretary [Yachts]

- Chairs Sailing Sub Committee meetings.
- Member of the Management Committee.
- Manages Yacht racing.
- Manages Yacht Racing budget as approved by the Sailing sub committee.
- Represents Club at PPSA meetings.

Sailing Secretary [Dinghies]

- Chairs Sailing Sub Committee meetings.
- Member of the Management Committee.
- Manages Dinghy racing.
- Manages Dinghy Racing budget as approved by the Sailing sub committee.
- Oversees day to day running of club safety boats.
- Liaises with RYA development officers.
- Represents Club at PPSA meetings.

Training Principal

- Coordinates RYA training.
- Liaises with RYA development officer.
- Maintains RYA documentation as necessary.
- Member of the Sailing sub committee.

Cadet Coordinator

- Manages Cadet Programme.
- Administrates Cadet programme documentation.
- Liaises with RYA Onboard development officer.
- Member of the Sailing sub committee.

Windsurfing Representative

- Chairs Windsurfing Sub Committee meetings.
- Member of the Management Committee.
- Manages Windsurfing membership.
- Manages Windsurfing events through the Sailing sub committee.
- Represents Club at Windsurfing events.

Diving Representative

- Chairs Diving Sub Committee meetings.

- Member of the Management Committee.
- Manages Diving membership.
- Manages Diving events through the Sailing sub committee.
- Represents Club at Diving events.

Cruising Coordinator

- Manages cruising events as required.
- Single point of contact for visiting clubs wrt cruises.

Facilities and Safety

Rear Commodore

- Flag Officer.
- Member of Bar & Finance sub committee.
- Manages the premises including the Stewards Flat on the recommendations of the Buildings sub committee.
- Chairs Buildings sub committee meetings, prepares reports for the Management Committee.
- Member of the Management Committee.
- Present mooring report at committee meetings.

Yard Marshall

- Manages billing for storage of sailing dinghies, tenders, yachts and any other vessels or equipment in the yard on the recommendations of the Sailing Sub committee.
- Issues identification stickers and periodically checks the yard, fixing “unidentified equipment” tags as necessary.
- In consultation with Dinghy Sec and Vice Commodore disposes of unidentified equipment in accordance with club rules.
- Coordinates Yacht lift in and lift out, manages billing for lifts.
- Ensures the yard area is kept clean and tidy at all times.

Mooring Coordinator

- Manages Yacht moorings on the recommendations of the Sailing Sub Committee.
- Maintains a list of mooring occupants.
- Provide a mooring report to rear Commodore in time for management meetings.
- Engage with mooring chain fabricator and oversee renewal programme.

Projects Officer

- Manage upkeep and maintenance contracts/ works in accordance with the TMSC upkeep plan.
- Coordinate all new Business cases and member's suggestions for new facilities.
- Research and cost new ideas for presentation to the Management Committee.
- Assess new activity representatives' requirements.

Business and Finance

Treasurer

- Executive Officer.
- Chairs Bar & Finance sub committee.
- Member of the Management Committee.
- Cheque signatory.
- Produces club accounts for submission to the Management Committee.
- Advises on the financial health of the club.
- Holds club bank accounts.
- Pays bills as directed by the Management Committee.

Steward

- Day to day running of the bar, duties as prescribed in the contract of employment.
- Responsibilities for performance and conduct of Bar and Cleaning Staff.
- Irregular attendee at Bar and Finance Committee meetings.

Secretary

- Executive Officer.
- Member of Bar & Finance sub committee.
- Member of the Management Committee.
- Licensee of the Club Bar. **Maintains the club licence and** oversees day to day running of the Club Bar..
- **Ensures that the club complies with all conditions of licence.**
- Nominated point of contact for restaurant franchisee.
- Receives and distributes correspondence.
- Maintains an up to date membership list in consultation with the Membership Secretary.
- Provides administration for the Management Committee and for General Meetings.
- Maintains the events diary.
- Cheque signatory.
- Maintains Club Insurance documentation.
- Maintains land leasing documentation and payment of lease fees.

Social Secretary

- Chairs Social Committee which arranges and administers all social events subject to Management Committee approval.
- Manages Social events, e.g. children's party, raffles etc.
- Member of the Management Committee.

Membership Secretary

- Assists the Secretary with administration of membership applications.
- Actively recruits new members.

Publicity Officer

- Manage the clubs press releases and public relations.
- Manages internal communication for activities and social events.
- Manage external communication and community image.
- Member of the Management Committee.

Webmaster

- Maintain and keep updated the TMSC website.
- Ensure Committee details/images are current.
- Member of the Management Committee.

HR

- Ensure that TMSC follows all relevant employment law
- Ensure that all employed staff have contracts of employment
- Ensure TMSC has the required and appropriate personnel policies
- Advise management on employment relations issues
- Drafts employment related correspondence as required.

Sub Committee members

- Members of the Management Committee.
- Assist other Committee members on one or more sub committees.

5. Meeting Calendar

Marine Activities : First week of the month.

Facilities : First week of the month

Business and Finance : Second week of the month to allow closure of previous month accounts and reconciliations

Management: last week of month to allow for all minutes and agenda items, reports/accounts and spending requests to come in via Sec and to go on agenda. Management minutes to be posted in time for the cycle to start again so decisions are passed back down clearly to working committees – and up to Board with any associated reports.

Directors: Once per quarter after the closure of the accounts.

: As required for urgent matters

AGM : Held Annually

EGM / SGM: Held when required.

APPENDIX A – Articles of Association

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
TORPOINT MOSQUITO SAILING CLUB LIMITED ('the Company')**

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

appointor: has the meaning given in article 9.2;

Articles: means the company's articles of association for the time being in force;

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Conflict: has the meaning given in article 7.1;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles.

Member: means the subscribers to the Company's memorandum and every other person who agrees to become a member of the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

2

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 8, 11(2) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(2), 30(3), 38 and 39 of the Model Articles shall not apply to the Company.

1.9 Model Article 7 shall be amended by:

(a) the insertion of the words "for the time being" at the end of article 7(2)(a); and

(b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2. OBJECTS OF THE COMPANY

2.1 The Company's objects are:

- (a) To carry on business as a general commercial company; and
- (b) any other trade or business which may seem to the company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company.

2.2 Notwithstanding Article 2.1, the Company's objects are unrestricted.

3

LIABILITY OF MEMBERS

3. GUARANTEE

3.1 The liability of the members is limited.

3.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

3.3 The income and property of the Company shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company; Provided that nothing in this document shall prevent any payment in good faith by the Company;

3.4. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 3.3 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other company.

4. MEMBERS

4.1 Subject to Article 21 of the Model Articles, the subscribers to the memorandum of association of the company and such other persons as are admitted to membership in accordance with the articles shall be members of the company. No person shall be admitted a member of the company unless they are approved by the directors. Every person who wishes to become a member shall deliver to the company an application for membership in such form as the directors require to be executed by him.

4.2 In accordance with Article 22 of the Model Articles, a member may at any time withdraw from the company by giving at least seven clear days' notice to the company. Membership shall not be transferable and shall cease on death.

5. DIRECTORS' MEETINGS

4

5.1 The directors may appoint a director to chair their meetings and the person so appointed for the time being is known as the chairman.

5.2 The directors may terminate the chairman's appointment at any time.

5.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

5.4 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

5.5 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

6. DIRECTORS' DEALINGS WITH THE COMPANY

6.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

6.2 A director who is in any way, whether directly or indirectly, interested in a transaction or

arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 6.1 above.

6.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Articles 6.1 and 6.2 and to any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

6.4 A director need not declare an interest under clause 6.1 and clause 6.2 as the case may be:

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;
- (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
- (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

5

7. DIRECTORS' CONFLICTS OF INTEREST

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director (**Conflict**).

7.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

7.3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the company; or
- (b) use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

7.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and

6(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

7.5 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and insofar as he does not do so their authorisation will no longer be valid; and
- (b) the director will not infringe any duty he owes to the company by virtue of sections

171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation and provided that the conflicted director is not in breach of his duties set out in s171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.

7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means (including but not limited to, telephone, text message and e-mail), such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9. NUMBER OF DIRECTORS

9.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any limitation. When the minimum number of directors shall be one, a sole director may exercise all powers and authorities vested in the directors by the Model Articles and by these articles.

9.2 Any director (other than an alternate director) (in this article, **the appointor**) may appoint any person (whether or not a director).

9.3 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

9.4 The notice must:

7

(a) identify the proposed alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

9.5 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

9.6 Except as the Articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

9.7 A person who is an alternate director but not a director:

(a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and

(b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate).

9.8 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

9.9 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct.

9.10 An alternate director's appointment as an alternate terminates:

8

(a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

(b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or

(c) when the alternate director's appointor ceases to be a director for whatever reason.

10. APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the company has no members and no directors, the personal representatives of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a director.

11. SECRETARY

The Company is not required to have a secretary, but the directors may choose to appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

12. VOTING AT GENERAL MEETINGS

12.1 At a general meeting, on a show of hands, every member shall have one vote.

12.2 Where a poll is demanded, each member present in person or by proxy shall have one vote.

12.3 For the purposes of article 24 of the Model Articles, 2 persons entitled to vote upon the business to be transacted shall constitute a quorum.

13. PROXIES

Article 31(1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

9

14. NOTICE

14.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

(b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

14.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

15. INDEMNITY

15.1 Subject to article 15.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or

admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief
10

from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 15(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

15.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

15.3 In this article:

companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

16. INSURANCE

The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

17. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

Dated this 16th day of June 2017

APPENDIX B T MSC CONSTITUTION

TORPOINT MOSQUITO SAILING CLUB

RULES Adopted AGM 24th November 2014

Amended per AGM minutes 23rd November 2015

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. 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, 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 TMSC 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.

23rd November 2015 – The removal of restrictions to membership in rule number 8 of the 2014 rules and associated revision to Bye-Law 2b and 2c.

APPENDIX C TMSC BYELAWS

TORPOINT MOSQUITO SAILING CLUB

BYE-LAWS

Club Policies decided by the Management Committee in accordance with the Club Rules.

Where appropriate such policies will be regarded as Bye-laws [Rule 85]

1. SUB-COMMITTEES

- | | | |
|----|-----------------------|---|
| a] | Business and Finance | Chair - Hon Treasurer |
| b] | Marine Activities | Chair - Sailing Sec (Yacht/Dinghy alternating annually) |
| c] | Facilities and safety | Chair - Rear Commodore |
| d] | Social | Chair - Social Sec |

1a. REQUIREMENTS

- a] To meet regularly normally once a month.
- b] To give 48 hours notice of any meeting.
- c] To record actions and decisions of all meetings and present these for information and ratification at the monthly Management Committee Meeting.

Note Any Club Member may be co-opted to serve on a committee but without voting power.

2. MEMBERSHIP

- a] Prospective members should obtain and complete an application form from either

the Club bar staff or the TMSC website.

- b] When completed it should be returned to the Club Steward together with the application fee and appropriate annual subscription. On receipt of payment applicants are accepted as full members.
- c] Details of membership are ratified by the management committee, entered into the club records by the membership team and a membership card issued.
- d] Members of visiting sports teams and their supporters competing/meeting in the club are associate members of the club while the competition/meeting is taking place. They must sign in the Visitors Book and are subject to the club rules whilst on the premises.
- e] Visiting yachtsmen/women from non-RYA affiliate clubs will be made welcome in the Clubhouse and may be offered temporary membership. They must sign the Visitors Book.
- f] All guests are subject to the same rules and bye-laws as members.
- g] All guests attending the wake of a club member held on the premises shall be considered temporary members for the period of the wake.
- h] Prospective members applying for membership from October to December for that year need only pay the application fee.
- i] The management committee or Bar and Finance Committee may introduce promotional fees/subscriptions for specific purposes e.g. open days.

2a. MEMBERSHIP FEES 2016

Application Fee	£10.00	-	per application
Subscription:-	£24.00	-	Single
	£37.00	-	Couple

£42.00	-	Family
£27.00	-	Single Parent Family
£15.00	-	Senior Citizen [Single]
£20.00	-	Senior Citizen [Couple]
£10.00	-	Youth

(note Senior Citizen rates apply to those in receipt of State pension)

3. CHILDREN IN CLUBHOUSE

- a] Persons under the age of 18 [eighteen] years will not be allowed access to alcohol. Bar staff reserve the right to refuse to serve unless a formal photographic identification (passport or driving license) is shown.

Note:- it is a criminal offence to purchase alcohol for anyone under the age of 18 [eighteen] years.

- b] All children must be accompanied by a parent/guardian to gain access to the club premises. A parent or responsible adult must supervise at all times except on cadet nights.
- c] It is a criminal offence for children under the age of 16 [sixteen] years to remain on the club premises after 2400 hours.
- d] The committee reserves the right for any committee member or in their absence the duty bar staff to ask the parents of unruly children to control them or remove them from the clubhouse.
- e] The committee reserve the right to decide that children not be permitted to be in the clubhouse for certain events.
- f] Children and young persons under the age of 18 [eighteen] years are not permitted to play, or to be in the immediate vicinity of the gaming machines.
- g] Children must not remain at the bar.

4. MOORINGS

- a] Day to day management of the moorings shall be the responsibility of a Flag Officer [currently Vice Commodore] who will effectively implement the policies of the Sailing and Management Committee.
- b] All mooring blocks, risers, chains and buoys are owned by TMSC.
- c] Allocation is at the discretion of the management committee.
- d] Where demand exceeds supply a prescribed set of criteria will be used to ensure fair allocation.
- e] If a mooring is not occupied by owners craft within 12 months of allocation it will normally revert to the Club.
- f] Members mooring fees shall be paid within **30 [thirty]** days of invoice date.
- g] The bridle from the mooring chain to the boat is the responsibility of the boat owner.
- h] Members are not allowed to reside on vessels on club moorings.
- i] Moorings may not be sub let without permission from the responsible Flag Officer.
- j] Visitors moorings may be available, all visitors must check with the club steward for availability. A fee will be charged for this facility.
- k] Moorings may only be held by members

5. CLUB SAFETY AND PATROL BOATS

- a] Day to day management of the safety boats shall be the responsibility of the Rear Commodore who will effectively implement the policies of the Sailing and Management Committee.
- b] For insurance purposes Club Safety Boats may only be used by club members on club approved duties. The club member in command (helm) must hold an appropriate RYA safety boat certificate or be under the direct supervision of a person holding such a certificate
- c] Patrol Boats i.e. those deployed during racing without a safety qualified person at the helm (but such person must hold an RYA powerboat Level Two qualification) may be used to augment the on the water safety presence.
- d] All persons using club Safety/Patrol Boats must wear a buoyancy aid or lifejacket and the helm must wear a kill cord.
- e] Maintenance of the boats shall be carried out by the club Bosuns or as directed by the Rear Commodore

6. YACHTS, DINGHY, TENDER, TRAILER and ENGINE STORAGE

- a] The Sailing committee is responsible for all matters relating to storage in the Yard, Shed and Green.
- b] Each mooring to have only one inflatable dinghy and/or rigid tender space.
- c] All tenders left on Club premises must be clearly marked with the parent vessels name and bear a T.M.S.C. numbered sticker as must outboard engines. Those not so identified may be treated in accordance with Rule 84.
- d] The onus for payment is on the user. All payments due shall be paid within **30** days. Failure to pay dues will result in the withdrawal of the facility to the individual concerned.
- e] Containers of outboard fuel may not be left in the boatshed.
- f] No yachts or other boats brought ashore to be stored on club premises over the winter may be left there after the yacht lift in.
- g] Storage facilities are only available to members.
- h] The Club shall have the right to move any boat and/or trailer to any part of the club

premises without being liable for any loss or damage howsoever caused though all

reasonable care should be exercised in the move

7. SAILING DINGHY STORAGE

- a] Applications to Dinghy Secretary..
- b] Boats engaged in regular racing are to be given priority in the yard. All sailing dinghies stored on club premises are deemed to be there for the purpose of racing therefore must pay both storage charges and a full year's race fees. The 'Green' to be used as an overspill area.
- c] All sailing dinghies must be identified with a T.M.S.C. numbered sticker. Those not so identified may be treated in accordance with Rule 84
- d] Winter storage of sailing dinghies is reserved for those dinghies racing during the winter. Sailing dinghies not racing during the winter should be removed before the yacht lift out
- e] Catamarans may not be stored on club premises over the winter
- f] Storage facilities are only available to members.
- g] The Club shall have the right to move any boat and /or trailer to any part of the club premises without being liable for any loss or damage howsoever caused though all reasonable care should be exercised during the move.
- h] Members using club sailing dinghies do so at their own risk (the boats are comprehensively insured and carry third party liability insurance) and must wear a buoyancy aid or life jacket.

8. WALL ALLOCATION AND USE

- a] Bookings to be made for only 24 hours at any one time by signing list in the Club.
- b] Once the 24 hour period has elapsed a further stay may be taken by checking and re-booking on the list.

- c] A Member who has signed the list MUST be given priority.
- d] All mooring lines MUST be secured on TMSC side of wall.
- e] There will be a fee charged for this facility of £10 per day, payable to the club
Steward

9. CAR PARKING

- a] No cars may be left on club premises for more than 24 hours
- b] Cars must be parked only in the marked parking bays

10. OUTSIDE SHOWERS and TOILETS.

Showers are provided for use only by members who have been participating in club approved waterborne activities and visiting yachtsmen/women

11. CLUB OPENING HOURS

Monday to Friday	1200 hours - 1430 hours and 1800 hours - 2300 hours
Saturday	1200 hours - 2300 hour
Sunday	1200 hours - 2230 hours
Bank Holidays	1200 hours - 2300 hours (depending on bar activity)
Christmas Day	1200 hours - 1400 hours.
New Year's Eve (evening) until 0200 hours on January 1 st .	Bar closes from 2340 to 2400 hours and reopens

12. NOISE

- a] The steward or a committee member monitors entertainment. A close liaison will be kept with the entertainer on noise levels. The sound system will be switched off if levels are exceeded.
- b] When leaving the club premises make as little noise as possible and do not loiter outside

13. CAR PARK and BOAT YARD

Roller/Blade skates / Skateboards / Balls are not to be used and cycles must not be ridden on TMSC premises.

14. HEALTH AND SAFETY

a] When on club property all members must act and use any equipment in a manner that respects the safety of other members and their property or club property.

b] If members property stored at the club endangers the safety of other members property or

Club property then any officer of the club shall have the right to take all necessary actions to

remedy the situation and any expense incurred shall be borne by the member whose

property caused the situation.

e] For the safety of all members who may have to move boats around the yard, all trailers and

trolleys stored on club premises shall at all times be properly maintained and be safe and fit for

purpose. This includes tyres properly inflated and jockey wheels in working order.

d] The use of e-cigarettes inside the clubhouse is not permitted.

15. POLICIES PROCEDURES and CODES OF PRACTICE

The club has policies procedures and codes of practice including but not limited to the following:-

Standard Operating Procedure

Child protection

Bullying

Use of photography/video

Coaching

Behaviour

They are displayed on the club notice board and website and such policies shall be deemed to be by- laws.

18. ABANDONED BOATS TRAILERS AND OTHER EQUIPMENT

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.

90. 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:-

91. 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

92. 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.

19. FEES AND CHARGES

- a] The onus for payment is on the user. All payments due shall be paid within **30** days. Failure to pay dues will result in the withdrawal of the facility to the individual concerned.

APPENDIX D SCHEDULE OF DELEGATION

TMSC - Delegation Paper Agreed (date)

- A) From the Articles:

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Members' reserve power

4. (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles-
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney); to such an extent;
 - (c) in relation to such matters or territories; and on such terms and conditions; as they think fit.
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

B) The following terms of delegation are proposed:

1. In accordance with the Articles 5.1a, The Directors agree to delegate those powers necessary for the execution of the operation of the activities of Torpoint Mosquito Sailing Club to the Management Committee including the right to enter into contracts for the supply of goods and services and the employment and dismissal of staff.
2. In accordance with the Articles 5.1c, all business conducted by the Management Committee to be conducted in accordance with the constitution of the club as agreed by members in general meeting.
3. In accordance with the Articles 5.1c, The Directors hereby require that the Management Committee maintain accounts and reports as necessary to satisfy any statutory or other legal requirements of the Company and The Directors retain the right to call for copies of such accounts and reports at any time.
4. In accordance with the Articles 5.1c, The Directors wish to retain the approval authority and signatures to any legal documents relating to the acquisition or disposal of any land or property owned by the club
5. In accordance with the Articles 5.3, The Directors reserve their rights to revoke the terms of this delegation and to assume full responsibility for operations in any circumstances in which the Directors believe that the Management Committee fails to operate within the terms of the constitution or fails to act in the best interests of the club.