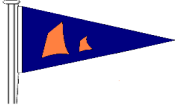


Beer Luggers Club – Constitution & Rules 2019

- 1. Names and Purposes**
- 2. Officers**
- 3. Membership**
- 4. Management Committee**
- 5. Trustees**
- 6. Meetings of the Club**
- 7. Dissolution of the Club**
- 8. Miscellaneous**

BLC Constitution	Amendment	Date
Original		
Revision	Based on original constitution document	2000
Revision	Updated	2007
Revision	Updated	2014
Revision	Updated in line with current RYA template	2019



SECTION 1 - NAME AND PURPOSES

- 1.** The name of the Club shall be '**The Beer Luggers Club**' (hereinafter referred to in these rules as the Club). The burgee of the Club shall be a dark blue pennant bearing the motif of a dipping lug foresail and standing lug mizzen in tan.
- 2.** The purposes for which the Club is formed are to promote interest in, and facilitate the sport and art of lugger racing; and to provide social and other facilities for members as may be from time to time determined.

SECTION 2 - OFFICERS

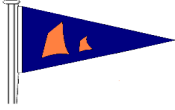
Officers of the Club

- 3.** The Officers of the Club shall be Full members of the Club and shall consist of a President, Vice President, Commodore, Vice-Commodore, Secretary and Treasurer. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

4. The Secretary (and/or the Assistant Secretary) shall:-

Duties of Secretary

- (a) Keep a register of Club members' names and addresses;
- (b) Conduct the correspondence of the Club;
- (c) Keep custody of all Club documents;
- (d) Keep full minutes of all meetings of the Club, the Committee and such sub-Committees which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or sub-Committee at the next following meeting of the Club, the Committee or sub-Committee;



(e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members;

(f) Under guidance of the committee maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.

(g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

5. The Treasurer shall:-

Duties of Treasurer

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

(c) Prepare an Annual Income & Expenditure account and Balance Sheet as at 31st October in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter cause the same to be exhibited to the Club membership at least fourteen days before the date of the Annual General Meeting.

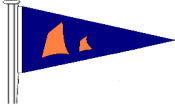
Present the Annual Balance Sheet to the Club at its Annual General Meeting.

6. The Reviewers shall:-

Duties of Reviewer / Auditor

(a) Be appointed at the Annual General Meeting in each year, and shall preferably be two appropriately experienced/qualified members of the Club other than the Treasurer or Committee members;

(b) The Reviewers shall review the accounts 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;



(c) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

SECTION 3 - MEMBERSHIP

Categories and votes of Membership

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

A FULL MEMBERSHIP - which expression shall include one or two cohabiting adults and all children within their guardianship under eighteen years of age on 1st January in the current year. The family unit shall have one vote per unit exercisable by either adult.

A JUNIOR MEMBER - being a person who, on 1st January in the current year, is under the age of eighteen, shall have no vote.

A STUDENT/JUNIOR ADULT MEMBER - being a person who, on 1st January in the current year, is between the age of eighteen and twenty-five and is in full time education, shall have one vote.

AN HONORARY MEMBER - who shall have no vote.

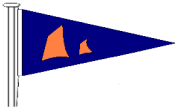
A TEMPORARY MEMBER - who shall have no vote. The Commodore shall have power to grant temporary membership in any one season to any visitor/s he considers fit without need to go to committee

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

Rights and privileges of Members

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

A FULL MEMBERSHIP shall have the full use of all the Club facilities.



A JUNIOR MEMBER shall have the full use of all Club facilities subject only to Rule 46.

A STUDENT/JUNIOR ADULT MEMBER shall have the full use of all Club facilities.

AN HONORARY MEMBER shall have the full use of all Club facilities.

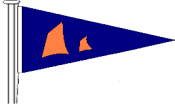
A TEMPORARY MEMBER (which expression may include members of another RYA recognised Club or organisation) shall have the full use of Club facilities but:-

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

Membership and Subscription Fee

9. The rate of Subscription fee for each category of Membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of April in the year following. The current rate of Subscription fee shall be promulgated to the membership following the AGM.

- (a) Membership of the Club shall be open to anyone interested in the sport of sailing Luggers 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.



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

(c) The Club Committee may refuse membership or, subject to Rule 17, remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of membership may be made to the members.

(d) Any member who has not paid his subscription by 1st April shall be requested in the name of the committee to pay the same within 14 days and if his subscription is not paid by 31st May his name may be removed from the list of members by the committee. A member's name may be restored at the discretion of the committee

Members shall also make the following annual payments :-

(a) An annual boat permit fee of such a sum as the Committee shall from time to time prescribe which shall entitle a member to sail his or her own boat on the water controlled by the Club (Race fee and BLC Beach Space fee).

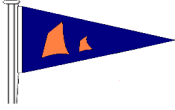
(b) All members shall pay their first annual subscription upon election to the Club and thereafter on the first day of January in each year. Provided that a member elected after the first day of June in any year shall pay half the annual subscription applicable for that year and that a member elected after the first day of November in any year shall not be required to pay any subscription in respect of the year of election, but shall pay, on election the annual subscription in respect of the year following election.

Members' duty to provide an up to date address

10. Every member shall furnish the Secretary with an up-to-date address which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.

Application for membership

11. An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name, address, and occupation of the applicant.



Election of Members

12. Every candidate for membership shall be nominated by one member and seconded by another member and his name and address and any other particulars the committee may require shall be sent to the Honorary Secretary. The applicant's membership will then be ratified at the next meeting of the committee, or quorum of the committee to include the Commodore.

Payment of Fees upon Election

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

One year's temporary absence of member

14. A member who, for any reason, anticipates inability to use the Club or its facilities for the whole of any one year shall be excused payment of the annual subscription and other annual fees provided that notice in writing is given to the Secretary before the last day of November in the previous year. A member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the Committee shall require.

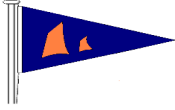
Retirement of a member

15. A member desirous of retiring from membership shall give notice in writing to the Secretary before the last day of November and shall not then be liable to pay the subscription for the following year.

A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

Arrears of Subscription

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



Conduct of Members

Under-taking by members to comply with rules

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

Disciplinary action against members

18. Any breach of Rule 17 or any conduct which, in the opinion of the Committee, is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to disciplinary action by the Committee, which may include suspension for a specified period of time or expulsion.

Before taking such disciplinary action against a member, the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Committee, or of resigning.

A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution.

Upon suspension/expulsion the member/former member shall not be entitled to have any part of the annual membership fee refunded and must return any Club or external body's trophy or trophies held forthwith.

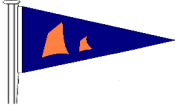
Upon expulsion of a member, the Committee may dispose of the former member's boat in accordance with Rule 67.

Guests in the Club

19. N/A – no premises held by the Club

Damage to Club property

20. A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.



Exhibiting of notices

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

Settlement of Accounts

22. N/A - no premises held by the Club

Suggestions

23. All suggestions shall be forwarded to the Secretary for review by the committee at the next meeting.

Complaints

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

Members of other RYA Clubs

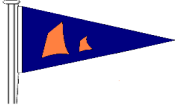
25. A member of any Club affiliated to the Royal Yachting Association will be welcomed to participate in Club activities and encouraged to join BLC as outlined in Section 3.

Competitors in Club races

26. N/A - no premises held by the Club

Power to expel those admitted under rules 25 and 26 hereof

27. N/A - no premises held by the Club



Limitation of Club liability

28. All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.

Members are bound by the following Rule which shall also be exhibited prominently to the membership:-

Members of the Club may use any of the facilities belonging to the Club, entirely at their own risk and impliedly accept:-

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

(b) The Club will not accept any liability for personal injury arising out of the use of the Club facilities, either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.

(c) The club shall not be liable for any accident during sailing events and members taking part in any event organised by the club do so at their own risk.

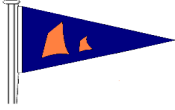
SECTION 4 - MANAGEMENT COMMITTEE

Constitution of Committee

29. The Management Committee (herein referred to as 'the Committee') shall consist of the Officers ex officio, and not less than five Full Members elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

Retirement of members of the Committee

30. N/A - other than notification of retirement in writing to the Secretary



Candidates for election to Committee

31. Any candidate for election to the committee shall have been a fully paid up member of the club for at least 12 months. Further, every member standing for the committee, whether new or retiring shall be nominated or re-nominated, proposed and seconded by members of the club in writing and such nomination shall be in the hands of the Honorary Secretary at least 24 hours before the date of the AGM. Each candidate so nominated shall then be individually elected at the AGM.

Election of Committee by ballot

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

No contest for election

33. If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.

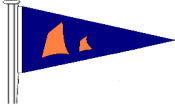
Casual vacancy

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

Retiring Commodore

35. A retiring Commodore shall serve as a member of the Committee in the year immediately following his retirement and shall have no vote.

Committee Meetings



36. The Committee shall aim to meet at least every three months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his absence a Chairman elected by those present shall preside.

Voting at Committee

37. 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.

Quorum

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

Powers of the Committee

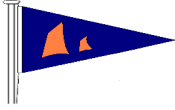
Management of Club by Committee

39. 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.

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.

Appointment of sub-Committees

40. 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.



Disclosure of interest to third parties

41. 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.

Limitation of Committee's authority

42. 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.

Members' indemnification of Committee

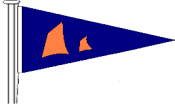
43. In pursuance of the authority vested in the Committee by members of the Club, members of the Committee shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual members of the Club.

The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

Contractual Liability

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



“The liability of the Committee/Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.”

Nomination of Honorary Members by Committee

45. The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed ten per cent of the total number of members.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

46. to 49. N/A – Applies to clubs with licenced premises.

SECTION 5 – TRUSTEES

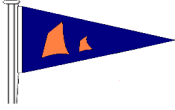
Number of and terms of reference

50. There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full or Honorary Members who are willing to be so appointed.

A Trustee shall hold office for a maximum term of 50 years, or until he shall resign by notice in writing given to the Committee or until a resolution removing him 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.

Property of Club vested in Trustees

51. 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.

Powers of Trustees

52. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

Indemnity of Trustees from Club

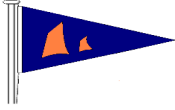
53. In pursuance of the authority vested in the Trustees by the members of the Club, the Trustees shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual members of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 - MEETINGS OF THE CLUB

Annual General Meeting

54. An Annual General Meeting of the Club shall be held each year in the month of November on a date to be fixed by the Committee. The Secretary shall 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.



Business at Annual General Meeting

55. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the Secretary at least 24 hours before the date and time of the Annual General Meeting.

Special General Meeting

56. The Committee may at any time, upon giving fourteen 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.

Special General Meeting upon request of members

57. The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least 12 Full Members. The SGM must be called within 21 days of a request. The Committee shall give fourteen 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.

Chairman at Meetings

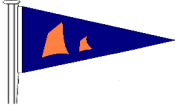
58. At every meeting of the Club the President or the Commodore or, in their absence, a Chairman elected by those present shall preside.

Quorum at Meetings

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

Entitlement to vote at Meetings

60. Only Full members shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.



Voting at Meetings

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

Equality of Votes

62. 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.

Voting on Rule Change

63. On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

SECTION 7 - DISSOLUTION OF THE CLUB

Dissolution of the Club

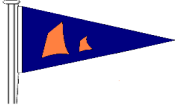
64. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:

- (i) to a charity and/or
- (ii) to another Club with similar sports purposes

SECTION 8 - MISCELLANEOUS

Affiliate Clubs

66. N/A - no premises held by the Club



Abandoned Boats

67. 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, beach fees or otherwise) shall be one month or more in arrears and a boat, the property of a member or former member remains upon the Club premises one month or more after the club has given the member or former member notice to remove the vessel then the member or former member shall remove the boat from the beach immediately. If the member or former member fails to remove the boat then the Committee may:-

(a) Move the boat without being liable for any loss or damage to the vessel howsoever caused.

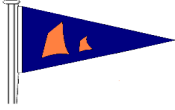
(b) Give three months' notice in writing by registered post to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

(c) Alternatively, if the boat is unsaleable, after giving notice in writing as aforesaid, dispose of the boat in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the member or former member.

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

PROVIDED ALWAYS THAT:-

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



Lien

68. In addition to Rule 67 the Club shall at all times have a lien over members' or former members' boats parked on the beach 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 until such time as all monies due to the Club have been paid in full.

Byelaws

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

Acknowledgement

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

BLC Constitutional Sub Committee

Revised **4th April 2019**