

**The Companies Act 1929**  
**Company Limited by guarantee and not having a Share Capital**

**WEST MERSEA YACHT CLUB LTD**  
**MEMORANDUM OF ASSOCIATION**

1. The name of the Company is West Mersea Yacht Club Ltd.
2. The Registered Office of the Company (hereinafter called the Club) will be situated in England.
3. The objects for which the Club is established are: -
  - 3.1. To establish, maintain and conduct a Club for the encouragement of amateur sailing and all other sports pastimes and games, and for the promotion of social intercourse between Members of the Company and their friends and their accommodation.
  - 3.2. To provide a Clubhouse and other convenience for the use of the Members of the West Mersea Yacht Club. To furnish and maintain the same, and to permit the same to be used by the Members of the said Club and their friends, either gratuitously, or upon such terms as shall be agreed on. To manage the affairs of the Club, and generally to do whatever may seem best calculated to promote the interests of the Club.
  - 3.3. To afford to its Members all the usual privileges, advantages, conveniences and accommodations of a Club for such purposes as aforesaid.
  - 3.4. To take over the effects and liabilities of the present unincorporated association known as the West Mersea Yacht Club.
  - 3.5. The income and any profits of the Company, however derived, shall be applied solely towards the promotion of the objects of the company as set forth in this memorandum, and no portion thereof shall be paid, transferred or distributed, directly or indirectly, by way of dividend, gift, bonus or otherwise to the Members of the Company and no Director of the Company shall be paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company for discharging his duties as such. Surplus funds as may from time to time arise shall be invested with such banks and other savings institutions as the Directors shall see fit, having regard to the safety and security of such funds. If upon a winding up or dissolution of the Company, there remains, after satisfaction of its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the Full Members of the Club in equal shares.
  - 3.6. To hold and arrange matches, races, regattas and competitions in yachting and other sports, pastimes and games and offer and grant or contribute towards the provision of prizes, awards and distinctions.
  - 3.7. To subscribe to, become a Member of, and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of this Club.
  - 3.8. To subscribe to any local or other charities and to grant donations for any public purpose.
  - 3.9. To buy, sell and deal in all kinds of boats, vessels, gear, equipment fittings, apparatus and materials in connection with the objects of the Company and all kinds of provisions required by the Members of the Club.
  - 3.10. To provide all kinds of liquid and other refreshment (alcoholic or otherwise) for the Members of the Club.
  - 3.11. To purchase, take on lease, or otherwise acquire any lands, buildings or property, real and personal, which may be requisite for the purposes of, or deemed capable of being used in connection with, any of the objects of the Company.
  - 3.12. To raise money by subscriptions and to grant any rights and privileges to subscribers and Members.
  - 3.13. To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may, from time to time, be determined.

- 3.14. To lend monies to such persons and on such terms as may seem expedient and, in particular, to persons other than Members having dealings with the Club and to guarantee the performance of contracts by any such persons.
  - 3.15. To borrow or raise or secure the payment of money in such manner as the Club shall think fit and, in particular, by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Club's property (both present and future).
  - 3.16. To remunerate any person or company for services rendered or to be rendered in or about the formation or promotion of the Club or the conduct of its business.
  - 3.17. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, Bills of Lading, warrants, debentures and other negotiable or transferable instruments.
  - 3.18. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the real and personal property and rights of the Club.
  - 3.19. To do all or any of the above things (in any part of the world) as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
  - 3.20. To do all such other things as are incidental or conducive to the attainment of the above objects.
4. The liability of the Members is limited.
  5. Every Full and / or Life Member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a Member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributors and amongst themselves, such amounts as may be required not exceeding £1.

## **ARTICLES OF ASSOCIATION**

1. The number of the Members of the Company (hereinafter called the Club) is declared not to exceed 750. The Members of the Company shall be the Full and / or Life Members of the Club and no other class of Membership shall entitle that person to be a Member of the Company.
2. These Articles shall be construed with reference to the provisions of the Companies Act, 1929, and the terms used in these Articles shall be taken as having the same respective meanings as they have when used in the Act.
3. The Club is established for the purposes expressed in the Memorandum of Association.

## **MEMBERS**

4. **FULL MEMBER.** The FULL MEMBERS of the Club are such persons over the age of 18 and who have yachting qualifications and /or experience acceptable to the Committee and as have been, or shall be from time to time duly elected by the Committee, provided always that the Committee may decline to elect any person as a Member. Exceptionally persons whose yachting experience and / or qualifications would not normally qualify them for Full Membership, but who in the reasonable opinion of the committee possess skills, knowledge or experience adjudged to be of benefit to the club or its Members, may be elected as Full Members. Such persons shall be proposed, seconded and sponsored in the same way as other persons desirous of being elected to Membership.
- 4.1. **LIFE MEMBERS.** Any Member of the Club (who has been a Member of the Club for at least ten years) may, at an Extraordinary General Meeting or at the Annual General Meeting, be elected as a Life Member of the Club for services rendered to the Club. The name of any such proposed Life Member must be recommended by the Committee and be put on the agenda of the Extraordinary General or Annual General Meeting.

5. The Committee may from time to time make bye-laws for the proposal, qualification and election of Members and may from time to time alter the same with the approval of the Club in a General Meeting.
  - 5.1. The Committee may from time to time make bye-laws for the proposal, qualification and election of persons as Associate Members, Crew Members, Cadet Members and Short Term Members and may alter the same with the approval of the Club in a General Meeting. Associate Members, Crew Members, Cadet Members and / or Short Term Members shall, unless otherwise stated in the bye-laws, have all the rights and privileges of Members except that they shall not be Members of the Company and shall not be required to make any guarantee under Paragraph 5 of the Memorandum of Association, nor shall they be entitled:-
    - 5.2. to any interest in the property of the Club
    - 5.3. to attend (except by special invitation) or to vote at any Extraordinary or General Meeting of the Club or of any Committee, or to take any part in the management of the Club.
    - 5.4. to propose or second candidates for Membership;
6. Persons desirous of becoming Members, Associate Members, Crew Members or Cadet Members shall pay such Entrance Fee and Annual Subscription as shall from time to time be fixed by the Committee with the approval of the Club in a General Meeting. Members of any category other than Life or Honorary Life shall pay such Annual Subscription as shall from time to time be fixed by the Committee with the approval of the Club in a General Meeting and payment of such Annual Subscription shall be a condition of Membership of the Club. In the event that the Club in Annual General Meeting is unable to agree on the level of subscriptions to be charged, the matter shall be determined by Extraordinary General Meeting as provided for herein and until any revised subscription level be accepted by the Club in such meeting Members, Associate Members, Crew Members or Cadet Members shall be liable to pay annual subscriptions at such rates as may previously have been determined by the Club in General Meeting and as are currently payable.
7. Members and Associate Members shall be entitled to continue as Members until they resign or die (unless they should be expelled as herein provided) and during such Membership shall be entitled, subject to the provisions of Article 6 as regards Associate Members, to an equal share in the property and privileges of the Club, subject to the bye-laws of the Club but such share shall not be assigned or transferred.
8. Upon a Member ceasing to be a Member of the Club, providing such interest exists his or her interest in the property and privileges of the Club shall cease.
9. Every Member of the Club shall communicate to the Club his/her postal address and all notices posted to their last known postal address shall be considered as having been duly given on two days following the date of posting. Where a Member has provided the Club with an email address, it is agreed by the Members that notice sent by email to that email address shall be deemed to be valid notice for all general purposes as between the Club and its Members, including but not limited to any communication for any or all of the requirements or purposes set out in this document and any bye-laws attaching thereto.
10. in this document and any bye-laws attached thereto the generic term 'Members' includes Members of all classes and categories unless privileges or restrictions applicable to any category of Membership are specifically mentioned in any Article, Rule or bye-law.

## **EXPULSION OF MEMBERS**

11. The Club has power to expel any Full and / or Life Member by ballot at an Extraordinary General Meeting, general notice of which shall have been given; but the voting shall be at least in the proportion of three to two to expel such Member. Any Member so expelled shall only be eligible for re-election by Members in General Meeting. An expelled Member shall with effect from the date of expulsion forfeit all right to or claim upon the Club, its property or funds and shall be relieved of their guarantee obligation under Memorandum 5 hereof.
12. If any Full and / or Life Member shall be adjudged a bankrupt or be found guilty by a tribunal of any serious professional misconduct, or be convicted of a criminal offence of a serious character, or refuse or neglect to observe the bye-laws of the Club, or behave in a manner which, in the reasonable opinion of the Committee, constitutes conduct unworthy of a gentleman or a lady (as the case may be) or prejudicial to the interests of the Club, not less than three Flag Officers, or two Flag Officers and the Honorary Secretary and /or Honorary Treasurer, by agreement and acting on behalf of the Committee shall be empowered to suspend him/her from access to or use of Club facilities, prior to the consideration of the matter at the next relevant Committee meeting or at a special Committee meeting to be called in accordance with Article 24 hereof. Thereafter the Committee are empowered to impose upon such Member such sanction as may in the reasonable opinion of the Committee seem fit or to request his/her resignation as a Member. Any proposal to make such sanction or request for resignation must be decided by ballot of the Committee and must be carried by voting at least in the proportion three to two. Any Member so sanctioned or whose resignation is requested must be offered an opportunity within 31 days, at a time to be determined by the Committee, to appear before them to explain why he/she should not be subject to any sanction, resign or be expelled in which case the Committee may lift any such suspension or sanction
13. Should the Member not resign and the suspension and/or sanction, therefore, stand, an Extraordinary General Meeting shall be called at which the Member must be expelled in accordance with Article 12 hereof or reinstated. Such meeting shall be convened for that purpose alone within 8 weeks.
14. Any Member who shall give or cash in the Club a cheque drawn by himself/herself, which is dishonoured, and the amount of which is not paid within 72 hours of notice being given to the Member of such dishonour, shall ipso facto cease to be a Member of the Club and shall be restrained from using the Club for any purpose whatsoever. He/she shall forfeit all right or claim upon the Club and its property, but upon application being made by such Member to the Committee, stating the cause such Member may be readmitted and restored to his/her former rights by the Committee.
15. The Committee shall have power to expel any Associate Member, Crew Member or Cadet Member for any reason as they see fit. However, any proposal to make such expulsion must be decided by ballot of the Committee and must be carried by voting at least in the proportion three to two. The decision must be communicated in writing to the Associate Member, Crew Member or Cadet Member, together with the reason for the expulsion. He/she must be given the opportunity to appear in person before the Committee to explain why he/she should be reinstated.

## **OFFICERS**

16. The Officers of the Club shall consist of a Commodore, Vice-Commodore, two Rear Commodores, Hon. Secretary or Secretary, Hon. Treasurer, Hon. Sailing Secretary and Hon. Bo'sun and such Officers shall be elected at the Annual General Meeting.
17. The Commodore shall not hold office for more than three consecutive years unless requested by the General Committee to stand for election for a further year. The Vice Commodore and Rear Commodores shall not hold the same office for more than two consecutive years unless requested by the General Committee to stand for election for a further year. Such an extension shall be subject to approval by the Members at the Annual General Meeting.
18. The Committee shall have the power to elect a Member as an Officer in the event of a vacancy occurring during the year.

## **GENERAL COMMITTEE**

19. The General Committee of Management (hereinafter referred to as the Committee) shall consist of not more than 12 and not less than five Members, each of whom shall be elected annually and who shall not serve in that capacity for more than three consecutive years unless requested by the Flag Officers to stand for election for a further year, plus the duly elected Officers of the Club as provided for in Paragraph 16 hereof.
20. Members of the Committee retiring after having served the maximum period of time as provided for herein shall not be eligible for re-election in that capacity until the expiry of one year from the time of their retirement.

## **ELECTION OF OFFICERS AND COMMITTEE**

21. The election of the Officers and Committee shall take place at the Annual General Meeting and shall be conducted in the following manner:-
22. The names of candidates, proposed and seconded by two other Members, shall be sent, together with the consent in writing of the Member nominated, to the Secretary. This must be not later than seven days before the date of the Annual General Meeting and shall be posted on the Club notice board as soon as received. On the seventh day before the Annual General meeting the list shall be closed. No Member may stand as a candidate in more than one capacity. Should a ballot be necessary, each Member present at the Annual General Meeting shall receive a ballot paper on which shall be printed the names of the candidates. From this ballot paper each Member voting shall, in the case of Officers, approve a single name, and in the case of the Committee approve not more than twelve names. Scrutinisers appointed by the meeting shall then collect the papers and, after examination, shall report the names of those candidates who have received most votes and they shall be declared elected.
23. In the event of vacancies occurring in the Committee between the dates of the Annual General meetings, the Committee shall have power to elect other Members to fill such vacancies.

## **MEETINGS OF THE COMMITTEE**

24. The Committee shall meet from time to time, as they think expedient, or when required for reasons stated below by the Senior Flag Officers on the Station, or upon the requisition of one-third of the Members of the Committee. The Secretary shall give six clear days' notice of all such meetings, except that the Senior Officer present may summon an emergency Committee Meeting of such Members as may be available to deal with minor matters or matters in connection with racing which cannot be deferred. Any decision made at an emergency Committee Meeting must be ratified at the next convened Committee Meeting except in the case of racing protest.
25. The proceedings of the Committee are to be treated as confidential.

## **POWERS OF COMMITTEE**

26. The affairs of the Club shall be managed by the Committee who shall in their period of office be Directors of the Company and be deemed to be the authorised agents of the Club and its Members for the purpose of carrying out all the objects thereof or in anywise incidental thereto and shall have power to do all or any of the following:-
  - 26.1. Carry out the objectives of the Club.
  - 26.2. Exercise all such powers of the Club as are not by these Articles required to be exercised by the Club in General Meetings subject, nevertheless, to these Articles and to such bye-laws as may be prescribed by the Club in General Meeting.
  - 26.3. Saving as otherwise expressly provided by these Articles or by the Club in General Meeting., for the purposes aforesaid or any of them enter into all such contracts and rescind, vary or abandon the same as they shall determine without further authority from the Club

- 26.4. Make, delete or amend bye-laws for their own guidance and the conduct and management of the Officers, Members and Staff of the Club and for the safe custody of the property of the Club. Such new bye-laws or alterations will be operative until the next General Meeting, when they shall be submitted for confirmation, which may be by a simple majority of those present and entitled to vote. Any creation or deletion of or amendment to any bye-law not thus confirmed shall be deemed rejected and the relevant bye-law shall be deemed deleted, reinstated or to revert back to its wording as the same existed prior to the change, as the case may be.
- 26.5. Fix the salaries of the Staff of the Club.
- 26.6. Decide all matters of dispute and difference affecting the interests of the Club referred to them and such decision shall be final, except that there shall be the Right of Appeal to the Royal Yachting Association on any racing protest.
- 26.7. Appoint such Committees and Sub-Committees from the Members of the Committee, or otherwise, including a Sailing Committee, House Committee and Moorings and Boatyard Committee, as they may determine. To delegate to and invest such Committees and Sub Committees with such powers and duties as they think fit, provided that the Committee may, at any time in their absolute discretion, revoke the appointment of any such Committee appointed under this Article.
- 26.8. Suspend, curtail the privileges of or request the resignation of any Member who commits a breach of the bye-laws of the Club or acts in any way unbecoming a Member of the Club. Provided that the Member affected shall be notified thereof in writing and may, within seven days after the date of such notice, give notice in writing to the Secretary of Appeal to the Club in General meeting and the Secretary shall convene such Meeting accordingly.
- 26.9. No bye-law made by the Club in General Meeting shall invalidate any prior act of the Committee which would have been valid if such bye-law had not been made.
27. The Committee may, from time to time, borrow and re-borrow, on behalf of the Club, any sum of money upon such terms and conditions as they shall determine. No such borrowing shall, without the previous assent of a General Meeting of the Club, exceed the amount of the Club's current annual subscription income.
28. The Committee may give as security for any loans made in pursuance of these Articles, or for any part thereof mortgages on the whole or any part of the property of the Club, debentures, perpetual or otherwise, bonds, bills of exchange, promissory notes or such other securities as they think fit.
29. Such mortgages and other securities made by the Committee may be in such form and contain such powers and provisions as the Committee think expedient.

### **30. Indemnity**

30.1 Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

30.2 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.

30.3 In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

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

30.5 In this article—

(a) a “relevant director” means any director or former director of the company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

### **GENERAL MEETINGS**

31. The financial year of the Club shall end on the 31st October in each year, to which day the accounts of the Club shall be balanced.

32. The Annual General Meeting shall be held in every Calendar Year at such time (not being more than fifteen months after the holding of the last Annual General Meeting) and place as may be prescribed by the Committee provided that at least 21 clear days’ notice is given. The following business shall be transacted at a General Meeting:-

32.1. To receive from the Committee the Report, Balance Sheet and Statement of Account for the preceding financial year.

32.2. To confirm any addition, alteration or deletion to the bye-laws which may have been made by the Committee since the last General Meeting.

32.3. To elect Officers.

32.4. To elect the Committee.

32.5. To elect Auditors.

32.6. To decide any resolutions, which may be duly submitted to the meeting as hereinafter, provided. Notice of any resolution, signed by the proposer and seconder, to be proposed at the Annual General Meeting, shall be given in writing to the Secretary at least one calendar month before the date of such meeting. Such notice shall be posted on the Club Notice Board not less than fourteen days before such Annual General Meeting.

33. To effect any alteration or addition to the Articles of Association at an Annual General Meeting, the number voting in favour of such alteration or addition must be at least in the proportion of three to two, or to give effect to any alteration or addition to the Bye-laws of the Club, the number voting in favour of any such alteration or addition to be at least a simple majority.

### **EXTRAORDINARY GENERAL MEETINGS.**

34. Upon authority being given by the Committee or by a requisition made and signed by at least ten per cent of the Members of the Club stating in the form of a resolution the subject intended to be discussed, the Secretary shall summon an Extraordinary General Meeting of the Club. This must be done not later than twenty-one days after the receipt of such authority or requisition for the consideration of such subject only. The voting necessary to carry a resolution in Extraordinary General Meeting shall be at least three to one. Any resolution so carried shall be absolute and at once come into force and shall continue in force until repealed by another General Meeting. The powers of the Committee in respect of such resolution are suspended.

## **QUORUM**

35. At an Annual General Meeting or Extraordinary General Meeting not less than twenty-five Members shall form a quorum. At a Committee Meeting not less than nine of those entitled to be present shall form a quorum.

## **PROCEDURE AT MEETINGS**

36. At all Meetings any question shall, on the demand of two Members made before the question has been put by the Chairman, be decided by ballot. Otherwise questions shall be decided by a show of hands. Except in respect of Articles 31 and 32, in all cases of equality of votes the Chairman shall have a second vote.
37. At all Annual General, Extraordinary General, or Committee Meetings, the Senior Flag Officer present shall take the chair, but in the event of there being no Flag Officer present the Members present shall elect a Chairman.
38. Correct minutes of the business transacted at all Annual General, Extraordinary General or Committee Meetings shall be kept by the Secretary or such person as may be agreed by the Committee. Such minutes shall be recorded by the Club and produced on request.



**WEST MERSEA YACHT CLUB LTD**  
**BYE-LAWS**

**1. FULL MEMBERS**

1.1.The Full Members of the Club are those persons who may from time to time have been elected under Paragraph 4 of the Articles of Association, including those persons elected as Life Members under Paragraph 4.1 of the Articles of Association.

**2. ASSOCIATE CLASSES OF MEMBERSHIP:-**

The following classes of Membership are included in the class of Associate Members as defined in Paragraph 5.1 of the Articles of Association.

2.1.HONORARY LIFE MEMBERS. The Committee is empowered to elect persons (not already Members of the Club) as Honorary Life Members; Honorary Life Membership is conferred as a distinction. Honorary Life Members shall not be required to pay any entrance fee or annual subscription. The maximum number of Honorary Life Members shall not exceed ten.

2.2.ASSOCIATE MEMBERS. Persons with no yachting qualifications and / or experience, or whose yachting qualifications and /or experience do not in the reasonable opinion of the Committee fulfil the standard required to qualify as a Full Member may apply for and be elected to Associate Membership by the same procedure as laid down for Full Members. In the case where a person applies for Full Membership and their election as Member and such is refused solely on the grounds of lack of yachting qualifications and / or experience, the Committee are empowered to invite such candidate to become an Associate Member. An Associate Member is not debarred from subsequently becoming a Full Member, if elected by the Committee.

**2.3. CREW MEMBERS.**

2.3.1. Persons over 18 but under 35 years of age may apply for Crew Membership but no person shall remain a Crew Member for longer than 5 (five) years and no person older than 35 years of age may be a Crew Member. Crew Members shall be proposed, seconded and sponsored and elected by the Committee in a like manner to that applicable to other Members and shall be entitled to pay such reduced rate of entrance fee and annual subscription as may from time to time be set by the Committee with the approval of the Members in General Meeting.

2.3.2. Crew Members who on the 1<sup>st</sup> of January in any year have been Members as such for 5 years or longer or who are over the age of 35 years must apply for Associate or Full Membership if they wish to remain Members of the Club

2.3.3. Crew Members may not:-

2.3.3.1. Incur credit with the Club

2.3.3.2. Hire a dinghy rack or parking space, or a locker, unless the requirements of Full and other Associate Members are fully met.

2.3.3.3. Own or have the regular use or control on the water of a boat of greater length than 16 feet.

**2.4.CADET MEMBERS**

2.4.1. Young people between the age of 8 and 17 years (provided they can swim) may be elected as Cadet Members by the same procedure as that for Members, and shall be entitled to pay such reduced rate of entrance fee and annual subscription as may from time to time be set by the Committee with the approval of the Members in General Meeting. Cadet Members are not allowed to purchase alcoholic drinks and subject to applicable laws shall not consume alcoholic drinks. With effect from their 18th birthday, they must apply for Full, Associate or Crew Membership if they wish to remain Members of the Club.

2.4.2. Cadet Members may not incur credit with the Club.

2.4.3. Cadet Members remain the responsibility of their parents and /or legal guardians at all times.

## 2.5.SHORT TERM MEMBERS

2.5.1. Persons who do not reside within a radius of 20 miles of the Club House may be elected for a period not exceeding four weeks in any two year period on the application forms being endorsed by two Members of the Committee, but a period of at least 48 hours must elapse after any such election to Short Term membership before any such person elected may use the facilities of the Club, including (but not limited to) the purchase of excisable liquor. The subscription shall be one-fourth of the appropriate annual subscription. Longer periods of short term Membership may be agreed under special circumstances with the approval of the General Committee.

3. MEMBERSHIP DISCOUNTS. Except as otherwise provide below, the following Full, Associate or Life Members may benefit from such reduced rates of subscription as may be determined by the Committee and approved by the Members in General Meeting:-
- 3.1 Married couples, civil partners and cohabiting couples may pay the Couples subscription.
- 3.2 Two Members and their children under the age of 18 (or over the age of 18 but under the age of 26 years and in full time education) may pay the Family subscription.
- 3.3 'Young Adult' Members aged 18 to 25 years and who are in full time education may pay the Cadet subscription.
- 3.4 Any Member where prior to the start of the subscription year their age exceeds 60 years may pay the Long Service subscription, provided that the sum of their age and years of Membership equals or exceeds eighty (80).
- 3.5 "Serving members, who prior to the start of a subscription year have reached the age of 80 (eighty) years, may pay the 'Over 80s' discounted subscription, provided that at such time they have been in continuous membership for the previous 20 years. Members who have availed themselves of the 'Over-80s' discount in prior subscription years shall retain continuing right to the discount."
- 3.6 Any Member who wholly resides more than 150 miles radius from Mersea, or who remains resident outside the United Kingdom for a cumulative period of at least 10 months during the year 1st March to 28th or 29th February, may on application to the Committee in writing benefit from a reduced rate of subscription applicable to 'Members residing elsewhere in the UK', or a reduced rate of subscription applicable to 'Members resident overseas'.
- 3.7 Members elected after 1<sup>st</sup> April in any year shall pay on election the current entrance fee and the pro-rata subscription equivalent to their months of Membership in the first year. They will then pay the annual subscription rate in the following subscription year starting 1<sup>st</sup> March.
- 3.8 Other than as provided in 3.7 above, no further discounts will apply to Crew Membership.
- 3.9 Other than as provided in 3.7 above, or being included in Family Membership as appropriate, no further discounts will apply to Cadet Membership.
4. PROPOSAL OF CANDIDATES FOR MEMBERSHIP Every candidate for admission to the Club shall be proposed by one Full Member and seconded by another, to both of whom the candidate shall be personally known. A Member of the current Committee must also sponsor all candidates. The Full name and address of the candidate together with the name of the proposer and seconder shall be posted on the Club notice board at least six days prior to the ballot. Either the proposer, seconder or sponsor must appear before the Committee to answer any questions about the candidate or a letter must be written to the Secretary by the proposer as to his/ her eligibility, and where Full Membership is applied for, yachting qualifications and / or experience.

5. **ELECTION OF MEMBERS.** The election of Members is vested in the Committee and their decision is final. However where there is doubt over the suitability of a candidate, the General Committee has the option of referring the application to an interviewing committee. The interviewing committee shall consist of at least two Flag Officers and one other Club Officer. They will interview the applicant and make the appropriate recommendations to the General Committee. In the case of a ballot, one blackball in three shall exclude. No rejected candidate can be proposed again for election until the expiration of twelve months from his rejection.
6. **TAKING UP MEMBERSHIP.** The Secretary shall notify any new Member immediately of his/her election and the entrance fee and first year's subscription shall be paid within one calendar month from the date of such notice. He/she shall not be entitled to any of the privileges of the Club until such entrance fee and subscription be paid and direct debit mandate completed.
7. **ENTRANCE FEES.** Every person (over 25 years of age), except people applying for Crew Membership, shall, on election, pay an entrance fee equal to 40% of their relevant annual subscription at the date of election. Current Members of the armed services who have a posting in the area may apply for Membership without paying an entrance fee but will become liable to pay the entrance fee appropriate to their class of Membership if they continue to be Members after two years. Previous Members rejoining the Club will not be charged any new entry fee (other than as provided in Bye-law 8.1 hereunder).
8. **SUBSCRIPTIONS.** The annual subscription shall be set by the mandate granted to the General Committee by Members at the Annual General Meeting and payable on 1st March. Full or Associate Members elected will normally be required to pay their annual subscription by Direct Debit. Current rates will be published annually and notified to Members. Members in particular circumstances may benefit from reduced subscription rates as set out in Byelaw 3 hereunder. Members may pay their subscriptions by monthly instalments by direct debit. No other method of 'term payment' (including but not limited to post-dated cheques) will be permitted. Where monthly instalment payments are permitted or required, subscriptions are still regarded as being annual and payable on the 1<sup>st</sup> March in any year and cessation by a Member of any payment of monthly instalments will leave that Member liable forthwith for payment of any balance of annual subscription that may still be owing from that charged to that Member on the 1<sup>st</sup> March in the relevant year.

#### 8.1.SUBSCRIPTION IN ARREARS

Any Member, whose current year's subscription is in arrears on the first day of May, shall be sent a reminder notice calling his or her attention thereto. Further to this, if the Member is in arrears with their subscription on the 1st day of July, the Committee may request that their name to be posted on the notice board of the Club. He or she shall then cease to be entitled to use the Clubhouse or to enjoy any of the benefits or privileges of the Club so long as the relevant subscription remains in arrears. If they do not pay the outstanding subscription before the first day of August then they will cease to be a Member of the Club and their name will be erased from the Club records unless the Committee, for exceptional reasons, decides otherwise. A Member or Associate Member so removed shall not be eligible for re-election unless he/she can satisfy the Committee as to the reason for his/her default. The Committee are empowered, should they deem it proper, to require the payment of another entrance fee as a precondition of any such re-election.

#### 9. SALES FROM THE CLUB

9.1. Every Member is issued with a Membership card that can also be used as a debit card that will enable them to pay for sales at the Club Bar. For individual Members any payment is charged to the account shown as their Membership number, but family/married couples/civil partners/cohabiting couples Members payments are charged to the billed Members account unless Members have requested individual accounts. Any payments on the card account are limited to bar, catering, regalia, Club events and facilities.

9.2. With the exception of Cadet Members, Members benefiting from any reduced rate of subscription applicable to Young Adults, and Crew Members, accounts may go into occasional debt, up to a limit of £200, but Members should ensure that the debt is cleared within 30 days. Failure to clear any arrears by the fourteenth day following that 30 day period may result in credit facilities being withdrawn.

- 9.3. Members who persistently fail to clear any arrears of monies due to the Club will be referred to the General Committee who may stipulate that in addition to the payment of any arrears such Member shall also be liable for an administration charge.
- 9.4. Both Members and their guests, and visiting yachtsmen may use credit cards to pay for bar and catering products. There will, however, be a charge for this facility as may from time to time be determined by the relevant Committee. No charge will be made for the use of debit cards.
- 9.5. Cheques will only be accepted from Members of the Club.
10. **HIRING OF FACILITIES.** The Hiring of Club moorings is restricted to Full Members. Hiring of any other facilities shall be via a waiting list with the order of priority being as follows: Full and / or Life Members, Associate Members, Crew Members, Young Adult Members, Cadet Members.
11. **RESIGNATION.** Any Member wishing to resign from the Club must give notice in writing to the Secretary of his/her intention to do so before the first day of March and in default, he/she shall be liable for the current year's subscription.
12. **HONORARIUM.** Any honorarium paid to Officers or Members, whether in cash or kind, must be approved by the General Committee at the first Meeting of the New Year. In the event of any proposal to award honoraria, after the first meeting, the proposal must be approved immediately by the General Committee.
13. **CHILDREN** (other than Cadet Members) using the Clubhouse or any Club facilities must be accompanied by an adult Member who shall ensure their good conduct. Children remain the responsibility of their parent or legal guardian at all times.

### **HOUSE BYE-LAWS**

1. **THE HOUSE COMMITTEE.** The House Committee shall consist of not less than three Members exclusive of the Officers, who are ex-officio Members. Three Members shall form a quorum.
2. **CLUBHOUSE TIMES OF OPENING AND CLOSING.**
- 2.1. The Club House shall be open daily and for such hours as may be determined by the Committee from time to time. On Christmas Day the Club shall be closed from 3.00 p.m.
3. **CLUB BAR**
- 3.1. The bar opening hours will be displayed on the Club notice board.
- 3.2. Members or guests under the age of 18 shall not be permitted to purchase or be supplied with alcoholic drinks, other than in accordance with current licensing law.
4. **GUESTS OF MEMBERS.** Individual Members shall have the privilege of introducing guests as visitors to the Club premises on the following basis:
- 4.1. They enter the guest's names in the visitor's book and sign the entry.
- 4.2. The number of visits an individual guest makes to the Club is limited to 6 per year irrespective of which Member introduces them.
- 4.3. The Member introducing the guest is responsible for that guest's conduct whilst on the Club premises.
- 4.4. The guest will not remain in the Club after the introducing Member has left.
- 4.5. No visitor or guest shall be introduced who:
- 4.5.1. has been rejected for Membership;
  - 4.5.2. is a Member who is under suspension;
  - 4.5.3. has resigned at the request of the Committee;
  - 4.5.4. having resigned voluntarily, has not paid arrears due to the Club;
  - 4.5.5. has been expelled;
- unless with specific permission from a Club Officer.

- 4.6.If they are not Members of the Club in their own right, Members' wives, husbands, partners or other friends or relations may only be brought to the Club as guests in accordance with and subject to the above rules.
- 4.7.GUESTS OF THE MEMBERS OF THE CLUB COLLECTIVELY. Any persons not currently Members of the Club who are registered as participants in, or assisting in the organisation or running of, Mersea Week, Mersea Cadet Week, West Mersea Town Regatta or any other special regatta or event organised by the Club or by the Club jointly with any other yacht club, class association, or regional or national yachting body, Members of particular organisations as may be approved by the Committee from time to time, visiting yachtsmen (owners and crews of yachts based elsewhere and that are visiting West Mersea), and Members of other yacht clubs and sailing clubs more than 5 miles radius from West Mersea, are regarded as Guests of the Members of the Club collectively rather than guests of an individual member and so may enjoy the facilities of the Club (including but not limited to the purchase of excisable liquors) on occasions associated with the activities of such regatta, event or organisation or on the occasion of their visit. Persons so regarded as Guests of the Members of the Club collectively (provided that their names are otherwise recorded by the Club) need not sign the visitors book and are not subject to the restriction on the number of visits shown in 4.1 and 4.2 hereunder. Such persons as may be regarded as Guests of the Members of the Club collectively shall not enjoy the general privileges of Membership and shall not be eligible to attend meetings or Club Members' social functions. The Club reserves the right to exclude any individuals as it sees fit.
5. ACCOMMODATION. The occupancy of the Club Flat may only be as is from time to time approved by the Committee.
6. CATERING AND BAR
- 6.1. Members and their guests are expected to purchase from the Club all drinks and food that are to be consumed in the Club and within its grounds and are therefore not permitted to bring any other food and/or drink into the Club grounds or premises. Discretion may only be exercised as regards food when this is not available for purchase in the Bar or Restaurant or where it is being transferred to Members vessels.
- 6.2.Members or their guests will be charged for late cancellations after they have signed on for any event/function. For cancellations within 3 days of the event a charge of one third of the event price will be made. For cancellations within 24 hours of the event a charge of 100% of the event/function price will be made. These charges may be waived at the discretion of the General Committee.
7. NOTICES.No notice, either written or printed, shall be put up in the Club without the authority of the Secretary. All notices shall be dated.
8. GRATUITIES TO STAFF. No Member or visitor shall give any gratuity to any of the staff of the Club.
9. ORDERS TO STAFF
- 9.1.All general orders and instructions to the House staff of the Club shall be issued by the Rear Commodore House or persons delegated by him/her.
- 9.2.The conduct of a staff Member shall in no case be made a matter of personal reprimand by a Member. All complaints against staff must be made to the Secretary in writing.
10. SUGGESTIONS AND COMPLAINTS. Suggestions or complaints must be submitted in writing to the Secretary.
11. PROPERTY. The Club will not hold itself responsible for any articles left in the clubhouse.
12. GAMBLING. All gambling is strictly forbidden except for fund raising purposes or any other purpose as may be approved by the House Committee.
13. NEWSPAPERS. No person shall take from the Club any newspaper, periodical, pamphlet or any article belonging to the Club.
14. DOGS. No dogs (other than guide dogs or assistance dogs) shall be allowed in any part of the House

15. **DRESS.** The minimum requirement for dress in the Clubhouse during the day is a T-shirt (not vest), shorts and sandals. After 7pm smart casual wear is required and during the summer this will include 'tailored' shorts (not sportswear). Discretion may only be exercised when coming ashore from or before going out to a boat.
16. **IMPROPRIETY OF CONDUCT.** A Club Officer, General Committee member or staff member may cause admittance to be refused to any person or request or require any person to leave should in the reasonable opinion of any Club Officer or any Member of the General Committee their presence at that time on the Club premises be undesirable. Thereafter any such incident will be referred to the General Committee who may take such action as regards the matter as it deems appropriate and as is provided for elsewhere in these Rules governing the conduct of Members.
17. **CAR PARKING**
  - 17.1. The Car Park is reserved for the use of Members for short term parking only as may from time to time be determined by the Committee. Longer-term parking is available in the Yacht Club's City Road Car Park. Vehicles parked in either area which are unauthorised, unidentified or inconsiderately parked may incur a penalty charge.
  - 17.2. Members using the Club Car Parks must ensure that their vehicle can be identified by displaying a valid WMYC parking permit, which is available from the Club. Members' invited guests using the Club House must obtain a temporary parking permit from the Club and include their car's registration number when signing the visitor's book. Non-Members crewing on Members' yachts may leave cars in the Yacht Club City Road Car Park if a temporary permit is obtained from the Club.
  - 17.3. All vehicles parked on Yacht Club property are parked at the risk of the owner or driver. The Club will accept no responsibility for any loss or damage howsoever caused.
18. **REFERENCE TO COMMITTEE.** Any case not provided for in these bye-laws shall be referred to the Committee, whose decision shall be regarded as final until such matter can be considered by the Membership in Annual or Extraordinary General Meeting (where necessary).
19. **SMOKING.** Following the introduction of the Smoke Free law on 1<sup>st</sup> July 2007 smoking is NOT permitted at any time in any part of the Clubhouse or premises except where designated by signage.
20. **MOBILE TELEPHONES.** Members and /or guests must not hold conversations on, or otherwise use any noise generating properties of, mobile telephones or other mobile devices in the bar and/or restaurant area during bar opening hours.

### **SAILING BYE-LAWS**

1. **SAILING COMMITTEE.** The Sailing Committee shall consist of not less than three Members, exclusive of the Officers, who are ex-officio Members. Three Members shall form a quorum.
2. **YACHT LENT OR CHARTERED.** If a yacht be chartered or lent she is not entitled to the Club privileges, including participating in a Club event nor to fly the Club Burgee, unless the person to whom she is lent be at the time a Member of the Club. (N.B. Members and Associate Members are particularly requested to remove the Club Flags from their yachts when chartered or lent).
3. All Racing shall be sailed under the Rules of the I.S.A.F. and the R.Y.A., with such modifications as the Sailing Committee may decide.
4. No boats except those owned, chartered or borrowed by Members and Associate Members shall be allowed to sail in a Club race not otherwise open or part of the Joint Clubs racing programme.
5. In the event of any racing dispute, the matter will be settled by the Sailing Committee, who may refer appeals to the R.Y.A. whose decision shall be final.

## **MOORINGS AND BOATYARD BYE-LAWS**

1. The Moorings and Boatyard Committee shall consist of the Rear Commodore (M&B), the Hon Bo'sun and not less than three other Members exclusive of the other Officers, who are ex officio members. Three Members shall form a quorum.
2. All general orders and instructions to Members of staff pertaining to Boatyard and Mooring facilities shall be issued by the Rear Commodore (M&B) or the Hon. Bo'sun or a person delegated by them.
3. No boats, trailers, items of gear, fittings or equipment, supplies, stores of the like shall be left upon the Club's premises or parking areas without the permission of the Moorings and Boatyard Committee. All such items shall be clearly identified with the Member's name.
4. Members may hire mooring and boatyard facilities as is provided for in these Rules
5. Other bye-laws shall be the conditions as laid down in the agreement made each year with Members using mooring and storage facilities.
6. GUESTS. Members shall have the privilege of taking guests on the Club launch on the following basis:
  - 6.1. The number of times an individual guest may be taken on the Club launches is limited to 6 per year irrespective of which Member accompanies them.
  - 6.2. The Member accompanying the guest is responsible for their good conduct while on the Club launches.
  - 6.3. The guest shall not under any circumstances be allowed to use the launches on their own except where arrangements have been made by a Member to bring them to the Member's boat where the Member is already on board.
  - 6.4. No guest shall be permitted on the Club Launch who:
    - 6.4.1. has been rejected for Membership;
    - 6.4.2. is a Member who is under suspension;
    - 6.4.3. has resigned at the request of the Committee;
    - 6.4.4. having resigned voluntarily, has not paid arrears due to the Club;
    - 6.4.5. has been expelled;unless with specific permission from a Club Officer.
  - 6.5. If they are not Members, Associate Members or Crew Members of the Club in their own right, Members wives, husbands, partners and other friends or relations may only use the Club Launch as guests in accordance with the above rules.
7. VISITORS. For the purposes of these bye-laws visitors are yachtspersons who are occasional visitors to Mersea and who do not have a permanent or seasonal mooring at Mersea.
8. Nothing in these Bye-laws shall prevent the Club Launch extending normal courtesies to members of such other organisations as may from time to time be approved by the Committee.