

Constitution of Chelmarsh Sailing Club

Registered as Charitable Incorporated Organisation with charity registered number 1207691

1. Name

The name of the Charitable Incorporated Organisation ("the Club") is Chelmarsh Sailing Club.

2. National location of principal office

The principal office of the Club is in England.

3. Objects

The objects of the Club are:

- 3.1 To promote community participation in healthy recreation by providing facilities for water sports
- 3.2 To provide and assist in providing facilities for sport, recreation or other leisure time occupation of such persons who have need of such facilities by reason of their youth, age, infirmity, disablement, poverty, social or economic circumstances and for the public at large in the interests of social welfare and with the object of improving their conditions of life; and
- 3.3 To advance education of the public through the provision of training courses in water sports and related activities.

4. Affiliation

Subject to the requirements of charity law and the duties of charity trustees, the Club will affiliate to such water sports associations as shall be chosen by the Committee from time to time and comply with and uphold the bye-laws, rules and regulations of those bodies as amended from time to time. In the event that any conflict exists or arises between any provision set out in this constitution or in the Charities Act 2011 and any of bye-laws, rules and regulations of any such water sports associations, the provisions set out in this constitution or in the Charities Act 2011 shall prevail.

5. Powers

The Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Club's powers include power to:

- 5.1 Acquire all assets and take over all liabilities of the Unincorporated Club and the Company (as defined in clause 31) and carry on their respective obligations and duties and indemnify the officers, members and trustees of the Unincorporated Club and the Company from and against all costs, claims, demands, actions and proceedings properly incurred by them in connection with the operation of the Unincorporated Club or the Company or the transfer to the Club of such assets and liabilities; in particular the Club has the power to take an assignment of the Lease.

- 5.2 Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land.
- 5.3 Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- 5.4 Sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011.
- 5.5 Employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a committee member only to the extent that it is permitted to do so by clause 0 (Benefits and payments to committee members and connected persons) and provided it complies with the conditions of those clauses.
- 5.6 Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

6. Application of income and property

- 6.1 The income and property of the Club must be applied solely towards the promotion of the objects.
 - 6.1.1 a committee member is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club;
 - 6.1.2 a committee member may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.2 None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a committee member receiving:
 - 6.2.1 a benefit from the Club as a beneficiary of the Club;
 - 6.2.2 reasonable and proper remuneration for any goods or services supplied to the Club.
- 6.3 Nothing in this clause shall prevent a committee member or connected person receiving any benefit or payment which is authorised by clause 0.

7. Benefits and payments to committee members and connected persons

7.1 General provisions

No committee member or connected person may:

- 7.1.1 Buy or receive any goods or services from the Club on terms preferential to those applicable to members of the public.
- 7.1.2 Sell goods, services, or any interest in land to the Club.
- 7.1.3 Be employed by, or receive any remuneration from, the Club.
- 7.1.4 Receive any other financial benefit from the Club.

Unless the payment or benefit is permitted by clause 7.2, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

7.2 Scope and powers permitting trustees' or connected persons' benefits

- 7.2.1 A committee member or connected person may receive a benefit from the Club as a beneficiary provided that it is available generally to the beneficiaries of the Club.
- 7.2.2 A committee member or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 7.2.3 Subject to clause 0 a committee member or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the committee member or connected person.
- 7.2.4 A committee member or connected person may receive interest on money lent to the Club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5 A committee member or connected person may receive rent for premises let by the committee member or connected person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The committee member concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.6 A committee member or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

7.3 Payment for supply of goods only – controls

The Club and its committee members may only rely upon the authority provided by clause 7.2.3 if each of the following conditions is satisfied:

- 7.3.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and the committee member or connected person supplying the goods ("the supplier").
 - 7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - 7.3.3 The other committee members are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a committee member or connected person. In reaching that decision the Committee must balance the advantage of contracting with a committee member or connected person against the disadvantages of doing so.
 - 7.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Club.
 - 7.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of committee members is present at the meeting.
 - 7.3.6 The reason for their decision is recorded by the Committee in the minute book.
 - 7.3.7 A majority of the committee members then in office are not in receipt of remuneration or payments authorised by clause 0.
- 7.4 In Clause 7.2 and Clause 7.3 "Connected person" includes any person within the definition set out in [Clause 31](#) (Interpretation).

8. **Conflicts of interest and conflicts of loyalty**

8.1 A committee member must:

- 8.1.1 Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared.
- 8.1.2 Absent himself or herself from any discussions of the Committee in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).

8.2 Any committee member absenting himself or herself from any discussions in accordance with clause 8.1 must not vote or be counted as part of the quorum in any decision of the Committee on the matter.

9. **Liability of members to contribute to the assets of the Club if it is wound up**

If the Club is wound up, the members of the Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

10. **Membership**

10.1 Admission of new members

10.1.1 Initial Membership

The initial members of the Club are all members of the Unincorporated Club as at the date of registration of the Club. The membership will also include any members appointed in respect of the Unincorporated Club between the date of registration of the Club and the Transfer Date and new members appointed in respect of the Club pursuant to the Rules after the Transfer Date. In the event that any members of the Unincorporated Club cease to be such members prior to the Transfer Date, they shall be deemed to have resigned as members of the Club at the same time as their resignation takes effect in respect of the Unincorporated Club.

10.1.2 Eligibility

Membership of the Club is open to anyone (regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs) who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in clause 10.3.

A member may be an individual, a corporate body, or an organisation which is not incorporated.

10.1.3 Admission procedure

The Committee:

- 10.1.3.1 May require applications for membership to be made in any reasonable way that they decide.
- 10.1.3.2 May refuse an application for membership if they believe that the applicant would bring the Club or the sports it promotes into disrepute or it is otherwise in the best interests of the Club for them to do so.
- 10.1.3.3 Shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 30 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal.
- 10.1.3.4 Shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

10.1.4 Membership may be limited according to available facilities on a non-discriminatory basis as agreed upon by the Committee.

10.2 Transfer of membership

Membership of the Club cannot be transferred to anyone else.

10.3 Duty of members

- 10.3.1 Each member will provide the Club with an email address and a postal address and will notify the Club of any changes to either within 21 days;
- 10.3.2 It is the duty of each member of the Club to exercise his or her powers as a member of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club
- 10.3.3 All members are required to comply with the terms of this constitution and any Rules
- 10.3.4 Any member who has not paid within one month of them falling due any fees or subscriptions due by such member to the Club may neither vote nor be a proposer or seconder of any resolutions at a general meeting of the members.

10.4 Termination of membership

10.4.1 Membership of the Club comes to an end if:

- 10.4.1.1 the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
- 10.4.1.2 the member sends a notice of resignation to the Committee; or
- 10.4.1.3 any sum of money owed by the member to the Club is not paid in full within one month of its falling due (unless the Committee has agreed to extend the time for payment, up to a maximum of six months); or
- 10.4.1.4 the Committee decides that it is in the best interests of the Club that the member in question should be removed from membership, and pass a resolution to that effect; or
- 10.4.1.5 the member is deemed to have resigned in accordance with the provisions of clause 10.1.1.

10.4.2 Before the Committee takes any decision to remove someone from membership of the Club they must:

- 10.4.2.1 inform the member of the reasons why it is proposed to remove him, her or it from membership;
- 10.4.2.2 give the member at least 21 clear days' notice in which to make representations to the Committee as to why he, she or it should not be removed from membership;
- 10.4.2.3 at a duly constituted meeting of the Committee consider whether or not the member should be removed from membership;
- 10.4.2.4 consider at that meeting any representations which the member makes as to why the member should not be removed; and
- 10.4.2.5 allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

10.5 Membership fees

The Club may require members to pay reasonable membership fees to the Club.

10.6 Informal or associate (non-voting) membership

10.6.1 The Committee may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

10.6.2 Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

11. **Members' decisions**

11.1 General provisions

Except for those decisions that must be taken in a particular way as indicated in clause 11.3, decisions of the members of the Club shall be taken by vote at a general meeting as provided in clause 0

11.2 Taking ordinary decisions by vote

Subject to clause 11.3, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by postal or email ballot, and proxy votes).

11.3 Decisions that must be taken in a particular way

11.3.1 Any decision to remove a trustee must be taken in accordance with clause 16.2.

11.3.2 Any decision to amend this constitution must be taken in accordance with clause 29 (Amendment of Constitution).

11.3.3 Any decision to wind up or dissolve the Club must be taken in accordance with clause 0 (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Club to one or more other clubs must be taken in accordance with the provisions of the Charities Act 2011

11.4 Voting Rights

11.4.1 Full members over the age of 18 who have been members for at least 6 months shall be entitled to one vote each at any meeting of the members of the Club, provided that, in the case of Family Members, each person over the age of 18 shall have one vote.

12. General meetings of members

12.1 Types of general meeting

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months. Unless the Committee have resolved to the contrary, each AGM shall be held in December. The AGM must

12.2 receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report;

12.3 elect any members of the Committee as shall be required in accordance with this constitution or the Rules; and

12.4 transact such other business as shall be brought before it.

Other general meetings of the members of the Club may be held at any time.

All general meetings must be held in accordance with the following provisions.

12.5 Calling general meetings

12.5.1 The Committee:

12.5.1.1 must call the annual general meeting of the members of the Club in accordance with clause 12.1, and identify it as such in the notice of the meeting; and

12.5.1.2 may call any other general meeting of the members at any time.

12.5.2 The Committee must, within 21 days, call a general meeting of the members of the Club if:

12.5.2.1 they receive a request to do so from at least 10% of the members; and

If, at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then this sub-clause shall have effect as if 5% were substituted for 10%.

12.5.2.2 the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

12.5.3 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

12.5.4 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

12.5.5 Any general meeting called by the Committee at the request of the members of the Club must be held within 28 days from the date on which it is called.

- 12.5.6 If the Committee fails to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
 - 12.5.7 A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
 - 12.5.8 The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Committee to duly call the meeting, but the Club shall be entitled to be indemnified by the committee members who were responsible for such failure.
- 12.6 Notice of general meetings
- 12.6.1 The Committee, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general meeting to all of the members, and to any committee member who is not a member. All non-voting members shall also be entitled to receive notice of general meetings and to attend such meetings but they shall not be entitled to vote at such meetings;
 - 12.6.2 If it is agreed by not less than 90% of all members, any resolution may be proposed and passed at the meeting even though the requirements of the above sub-clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
 - 12.6.3 The notice of any general meeting must:
 - 12.6.3.1 state the time and date of the meeting;
 - 12.6.3.2 give the address at which the meeting is to take place;
 - 12.6.3.3 give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - 12.6.3.4 if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration;
 - 12.6.3.5 include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as committee member, or where allowed under clause 23 (Use of electronic communication), details of where the information may be found on the Club's website.

- 12.6.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- 12.6.5 The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.
- 12.7 Chairing of general meetings
The person nominated as chair by the Committee under clause 20.2 (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.
- 12.8 Quorum at general meetings
- 12.8.1 No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.
- 12.8.2 Subject to the following provisions, the quorum for general meetings shall be the lesser of 20% or thirty members. An organisation represented by a person present at the meeting in accordance with clause 12.10.8, is counted as being present in person.
- 12.8.3 If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- 12.8.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the Club's members at least seven clear days before the date on which it will resume.
- 12.8.5 If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- 12.8.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Committee, but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

12.9 Voting at general meetings

- 12.9.1 Any decision other than one falling within clause 11.3 (decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting including proxy votes. Every member with more than 6 months membership has one vote unless otherwise provided in the rights of a particular class of membership under this constitution or the Rules.
- 12.9.2 A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
- 12.9.3 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- 12.9.4 A poll may be taken:
 - 12.9.4.1 at the meeting at which it was demanded; or
 - 12.9.4.2 at some other time and place specified by the chair; or
 - 12.9.4.3 through the use of electronic communications.
- 12.9.5 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- 12.9.6 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

12.10 Proxy voting

- 12.10.1 Any member of the Club may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the Club. Proxies must be appointed by a notice in writing (a "proxy notice") which:
 - 12.10.1.1 States the name and address of the member appointing the proxy.
 - 12.10.1.2 Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed.
 - 12.10.1.3 Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Club may determine.

- 12.10.1.4 Is delivered to the Club in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- 12.10.2 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.10.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.10.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 12.10.4.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting.
 - 12.10.4.2 Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 12.10.5 A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that member.
- 12.10.6 An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- 12.10.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 12.10.8 If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.
- 12.11 Representation of organisations and corporate members
An organisation or a corporate body that is a member of the Club may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Club.
The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the Club.

12.12 Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12.13 Participation in general meetings by electronic means

12.13.1 A meeting of the members may be held by suitable electronic means agreed by the Committee in which each participant may communicate with all the other participants.

12.13.2 Any member participating at a meeting by suitable electronic means agreed by the Committee in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

12.13.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

13. **Committee**

13.1 Functions and duties of Committee

The Committee shall manage the affairs of the Club and may for that purpose exercise all the powers of the Club. It is the duty of each committee member:

13.1.1 To exercise his or her powers and to perform his or her functions as a trustee of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club.

13.1.2 To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

13.1.2.1 any special knowledge or experience that he or she has or holds himself or herself out as having; and

13.1.2.2 if he or she acts as a committee member of the Club in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

13.2 Eligibility

13.2.1 Every committee member must be a natural person.

13.2.2 No one may be appointed as a committee member:

13.2.2.1 if he or she is under the age of 16 years; or

13.2.2.2 if he or she would automatically cease to hold office under the provisions outlined in clause 16.1.6.

- 13.2.3 No one is entitled to act as a committee member whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Committee decides, his or her acceptance of the office of committee member.
- 13.2.4 At least one of the committee members must be 18 years of age or over. If there is no committee member aged at least 18 years, the remaining members of the committee may act only to call a meeting of the committee, or appoint a new committee member.
- 13.3 Number of committee members
- 13.3.1 There must be at least three committee members. If the number falls below this minimum, the remaining members of the Committee may act only to call a meeting of the Committee, or appoint a new committee member.
- 13.3.2 There is no maximum number of committee members that may be appointed to the Club.
- 13.4 First committee members
- 13.4.1 The first committee members of the Club are:

<u>Primary Role</u>	<u>Name</u>
Commodore	Richard Woods
Vice Commodore on water	Matt Thursfield
Treasurer	John Toone
Secretary	Will Ranson
Principal of Training	David Partridge
Bosun	David Snell
Health & Safety Officer	David Bibby
Website & Newsletter	Tara Higgins
Dutyman	Martin Smith
Leisure Sailing Fleet Captain	Keith Clayton
Laser Fleet Captain	John Dickinson
SUP Fleet Captain	Dewi Pennell

14. Appointment of committee members

14.1 Retirement by rotation

- 14.1.1 At every annual general meeting of the members of the Club, one-third of the committee members shall retire from office. In addition, at each annual general meeting, the Commodore shall retire. If the number of committee members is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one committee member, he or she shall retire.
- 14.1.2 The committee members to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any committee members were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- 14.1.3 The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in clause 14.1.4.
- 14.1.4 The Committee may at any time decide to appoint a new committee member, whether in place of a committee member who has retired or been removed in accordance with clause 0 (Retirement and removal of committee members), or as an additional committee member, provided that any limit specified in this constitution or the Rules would not as a result be exceeded.
- 14.1.5 A person so appointed by the members of the Club shall retire in accordance with the provisions of clause 14.1.1 and clause 14.1.2. A person so appointed by the Committee shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the committee members is to retire by rotation at that meeting.

15. Information for new committee members

The Club will make available to each new committee member, on or before his or her first appointment:

- 15.1 A copy of this constitution and any amendments made to it.
- 15.2 A copy of the Club's latest annual report and statement of accounts.

16. Retirement and removal of committee members

- 16.1 A committee member ceases to hold office if he or she:
- 16.1.1 Retires by notifying the Club in writing (but only if enough committee members will remain in office when the notice of resignation takes effect to form a quorum for meetings).
 - 16.1.2 Is absent without the permission of the Committee from all their meetings held within a period of six months and the Committee resolve that his or her office be vacated.
 - 16.1.3 Dies.
 - 16.1.4 In the written opinion, given to the Club, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months.
 - 16.1.5 Is removed by the members of the Club in accordance with clause 16.2.
 - 16.1.6 Is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 16.2 A committee member shall be removed from office if a resolution to remove him or her is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11.4.1, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- 16.3 A resolution to remove a committee member in accordance with clause 16.2 shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Club.

17. Reappointment of committee members

Any person who retires as a committee member by rotation or by giving notice to the Club is eligible for reappointment. A committee member who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least three years.

18. Taking of decisions by Committee

Any decision may be taken either:

18.1 At a meeting of the Committee.

18.2 By resolution in writing or electronic form agreed by a majority of all of the committee members, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of the committee members has signified their agreement. Such a resolution shall be effective provided that:

18.2.1 a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the committee members; and

18.2.2 the majority of the committee members has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Committee has previously resolved, and delivered to the Club at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

19. Delegation by Committee

19.1 The Committee may delegate any of their powers or functions to a sub-committee or sub-committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The Committee may at any time alter those terms and conditions, or revoke the delegation.

19.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Committee, but is subject to the following requirements:

19.2.1 A sub-committee may consist of two or more persons, but at least one member of each sub-committee must be a committee member.

19.2.2 The acts and proceedings of any sub-committee must be brought to the attention of the Committee as a whole as soon as is reasonably practicable.

19.2.3 The Committee shall from time to time review the arrangements which they have made for the delegation of their powers.

20. Meetings and proceedings of Committee

20.1 Calling meetings

20.1.1 Any committee member may call a meeting of the Committee.

20.1.2 Subject to that, the Committee shall decide how their meetings are to be called, and what notice is required.

20.2 Chairing of meetings

The Commodore shall chair all the meetings of the Committee at which he or she is present. If the Commodore is not present within 15 minutes after the time appointed for the holding of the meeting, or if the Commodore is not willing to preside at any such meeting, the committee members present may appoint one of their number to chair that meeting.

20.3 Procedure at meetings

20.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two or the number nearest to 30% of the total number of committee members, whichever is greater, or such larger number as the Committee may decide from time to time. A committee member shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

20.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

20.3.3 In the case of an equality of votes, the chair shall have a second or casting vote.

20.3.4 Clause 20.3.3 shall not apply to give a casting vote to the Commodore or other committee member chairing the meeting (as appropriate) if, in accordance with this constitution, the Commodore or other committee member is not to be counted as participating in the decision-making process for quorum or voting purposes.

20.4 Participation in meetings by electronic means

20.4.1 A meeting may be held by suitable electronic means agreed by the Committee in which each participant may communicate with all the other participants.

20.4.2 Any committee member participating at a meeting by suitable electronic means agreed by the Committee in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

20.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

21. Saving provisions

21.1 Subject to clause 21.2, all decisions of the Committee shall be valid notwithstanding the participation in any vote of a committee member:

21.1.1 Who was disqualified from holding office;

21.1.2 Who had previously retired or who had been obliged by the constitution to vacate office.

21.1.3 Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise.

If, without the vote of that committee member and that committee member being counted in the quorum, the decision has been made by a majority of the committee members at a quorate meeting.

21.2 Clause 21.1 does not permit a committee member to keep any benefit that may be conferred upon him or her by a resolution of the Committee if, but for clause 21.1, the resolution would have been void, or if the committee member has not complied with clause 7.4 (Conflicts of interest).

22. Execution of documents

22.1 The Club shall execute documents by signature.

22.2 A document requiring execution as a deed is validly executed by signature if it is signed by at least two of the committee members.

23. Use of electronic communications

23.1 General

The Club will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

23.1.1 The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form.

23.1.2 Any requirements to provide information to the Commission in a particular form or manner.

23.2 Use of electronic communications

23.2.1 To the Club

Any member or committee member of the Club may communicate electronically with the Club to an address specified by the Club for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Club.

23.2.2 By the Club

23.2.2.1 Any member or committee member of the Club, by providing the Club with his or her email address or similar, is taken to have agreed to receive communications from the Club in electronic form at that address, unless the member has indicated to the Club his or her unwillingness to receive such communications in that form.

23.2.2.2 The Committee may, subject to compliance with any legal requirements, by means of publication on its website:

(A) Provide the members with the notice referred to in clause 12.6 (Notice of general meetings).

(B) Give committee members notice of their meetings in accordance with clause 20.1 (Calling meetings).

23.2.3 The Committee must:

23.2.3.1 Take reasonable steps to ensure that members and committee members are promptly notified of the publication of any such notice or proposal.

23.2.3.2 Send any such notice or proposal in hard copy form to any member or committee member who has not consented to receive communications in electronic form.

24. Keeping of Registers

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and committee members.

25. Minutes

The Committee must keep minutes of all:

25.1 Appointments of officers made by the Committee.

25.2 Proceedings at general meetings of the Club.

25.3 Meetings of the committee members and of any sub-committees including:

25.3.1 the names of those present at the meeting;

25.3.2 the decisions made at the meetings; and

25.3.3 where appropriate the reasons for the decisions.

25.4 Decisions made by the Committee otherwise than in meetings.

26. Accounting records, accounts, annual reports and returns, register maintenance

- 26.1 The Committee must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, within 10 months of the financial year end.
- 26.2 The Committee must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

27. Rules

The Committee may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Club, but such rules or bye laws must not be inconsistent with any provision of this constitution. To the extent to which there is any inconsistency between this constitution and any rules adopted under this clause, this constitution shall take precedence. Copies of any such rules or bye laws currently in force must be made available to any member of the Club on request and up to date copies will be available to all members on the Club's website.

28. Disputes

If a dispute arises between members of the Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

29. Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

- 29.1 This constitution can only be amended:
- 29.1.1 by resolution agreed in writing by all members of the Club; or
 - 29.1.2 by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.
- 29.2 Any alteration of clause 3 (Objects), clause 0 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by committee members or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission.
- 29.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 29.4 A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed.

30. Voluntary winding up or dissolution

- 30.1 As provided by the Dissolution Regulations, the Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Club can only be made:
- 30.1.1 At a general meeting of the members of the Club called in accordance with clause 11.4.1 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - 30.1.1.1 by a resolution passed by a 75% majority of those voting; or
 - 30.1.1.2 by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - 30.1.2 By a resolution agreed in writing by all members.
- 30.2 Subject to the payment of all the Club's debts:
- 30.2.1 Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.
 - 30.2.2 If the resolution does not contain such a provision, the Committee must decide how any remaining assets of the Club shall be applied.
 - 30.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.
- 30.3 The Club must observe the requirements of the Dissolution Regulations in applying to the Commission for the Club to be removed from the Register of Charities, and in particular:
- 30.3.1 The Committee must send with their application to the Commission:
 - 30.3.1.1 a copy of the resolution passed by the members of the Club;
 - 30.3.1.2 a declaration by the Committee that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and
 - 30.3.1.3 a statement by the Committee setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution;
 - 30.3.2 The Committee must ensure that a copy of the application is sent within seven days to every member and employee of the Club, and to any committee member of the Club who was not privy to the application.
- 30.4 If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

31. Interpretation

In this constitution:

"**Commodore**" means the person elected from time to time in accordance with the constitution of the Club

"**Company**" means Chelmarsh Sailing Club Limited (registered number 4786103), which has its registered office at 3, Lyttleton Court, Birmingham Street, Halesowen B63 3HN

"**Connected person**" means:

- 31.1 a child, parent, grandchild, grandparent, brother or sister of the committee member;
- 31.2 the spouse or civil partner of the committee member or of any person falling within sub-clause (a) above;
- 31.3 a person carrying on business in partnership with the committee member or with any person falling within sub-clause (a) or (b) above;
 - 31.3.1 an institution which is controlled:
 - 31.3.2 by the committee member or any connected person falling within sub-clause (a), (b) or (c) above; or
- 31.4 by two or more persons falling within sub-clause (d)(i), when taken together;
- 31.5 a body corporate in which:
 - 31.5.1 the committee member or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
- 31.6 two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

"Committee member" means anyone who has been appointed as a charity trustee of the Club in accordance with this constitution.

"Committee" means the committee consisting of the charity trustees of the Club from time to time

The **"Communications Provisions"** means the Communications Provisions in Part 9 of the General Regulations.

"Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

"Family Members" means all persons who are members of the Club as part of a family membership in accordance with the Rules.

"General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012

"Lease" means the lease of the clubhouse and surrounding areas from South Staffordshire Water PLC to the Company dated 29 August 2013 as amended by a deed of variation dated 13 January 2020 and any further variations dated after the date of registration of the Club

A **"poll"** means a counted vote or ballot, usually (but not necessarily) in writing.

"Rules" means any rules and bye-laws made in respect of the Club pursuant to clause 26 of this constitution

"Transfer Date" means the date on which the Club acquires the assets of the Unincorporated Club

"Unincorporated Club" means the unincorporated club known as "Chelmarsh Sailing Club"