

FORTH CORINTHIAN YACHT CLUB CONSTITUTION and RULES
ISSUE H – 17 September 2018

PREAMBLE

The Club is registered as a Community Amateur Sports Club (CASC) and specific Rules must be included in this Constitution and Rules in order to satisfy the requirements of the Finance Acts.

This Constitution and Rules are based on a standard template produced by the RYA Legal Team and is protected by copyright which is owned by the RYA. The RYA permit Affiliated Clubs use of this material, with reasonable modification to suit the Club's specific purpose of regulating the affairs of the Club and this document has been accordingly modified. The original template RYA Model Constitution – Unincorporated Club (CASC Compliant) 09/11/16 Update, on which this document is based, can be viewed on the RYA Website or provided by the Club Secretary on application.

The Constitution and Rules are divided into the following sections.

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

The side headings are for convenience and do not affect any Rule.

SECTION 1 - NAME AND PURPOSES

- 1 The name of the Club shall be the Forth Corinthian Yacht Club hereinafter referred to in these rules as the Club.

The Club will be managed by a Committee hereinafter referred to as the Council.

- 2 The purposes for which the Club is formed are to promote and facilitate community participation in the sport of amateur sailing and other compatible water based activities and to provide social and other facilities for members as may be from time to time determined.

SECTION 2 - OFFICERS

Officers
of the Club

- 3 The Flag Officers of the Club shall be Full or Family members of the Club and shall consist of a Commodore, Vice-Commodore, Rear-Commodore, Secretary and Treasurer. Flag Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election subject to Rule 31.

Duties of Secretary

Duties of
Secretary

- 4 The Secretary and/or the Assistant Secretaries shall:-
- (a) Keep a register of Club members' names and addresses.
 - (b) Conduct the correspondence of the Club.
 - (c) Keep custody of all Club documents.
 - (d) Keep full minutes of all meetings of the Club and the Council, which shall be confirmed and signed by the appropriate Chairperson upon the agreement of the Club or Council at the next following meeting of the Club or Council.
 - (e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members.
 - (f) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.
 - (g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

- 5 The Treasurer shall:-
- Duties of Treasurer
- (a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club.
 - (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
 - (c) Prepare an Annual Balance Sheet as at end June in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the Annual General Meeting.
- Present the Annual Balance Sheet to the Club at its AGM
- 6 The Reviewers shall:-
- Duties of Reviewer
- (a) Be appointed at the Annual General Meeting in each year and shall be two appropriately experienced / qualified members of the Club other than the Treasurer or Council members.
 - (b) The Reviewers shall review the accounts and Annual Balance Sheet of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Council.
 - (c) If either unwilling or unable to act, inform the Council who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

SECTION 3 - MEMBERSHIP

- Categories & votes of Membership
- 7.1 There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder.

A **FULL MEMBER** – being a person who, at the date of election, shall have attained the age of eighteen years, shall have one vote.

A **FAMILY MEMBER** - which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age. The family unit shall have one vote per adult.

An **ASSOCIATE MEMBER** - cannot own a vessel listed in the Club's Register of Boats and shall have no vote.

A **LIFE MEMBER** - who shall have no vote.

A **TEMPORARY MEMBER** - who shall have no vote.

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

Rights and
privileges of
Members

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

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

A **FAMILY MEMBER**, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all Club facilities subject only to Rule 47 if applicable.

An **ASSOCIATE MEMBER** shall have the full use of all the Club facilities.

A **LIFE MEMBER** shall have the full use of all Club facilities.

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

(a) Shall have no right to enter Club races or regattas unless specifically authorised by a Flag Officer.

(b) Shall have no right to take part in the management of the Club.

(c) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and Regulations as if he or she were a member of the Club and so far as the said Rules and Regulations may be deemed to apply to such Temporary Member.

(d) Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Secretary, he or she shall not have reasonably complied with the above conditions.

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

Membership Fees	9.1	<p>The rate of Subscription fees for each category of Membership shall be proposed by the Council to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of February in the year following. The current rate Subscription fee shall be prominently displayed in the Club premises.</p> <p>(a) Membership of the Club shall be open to anyone interested in the sport of amateur sailing and other compatible water-based activities on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.</p> <p>(b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.</p> <p>(c) The Club Council may refuse membership or, subject to Rule 17, remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute.</p> <p>(d) All members shall pay their first annual subscription upon election to the Club and thereafter on the first day of February in each year. Provided that a member elected after the first day of July in any year shall pay half the annual subscription applicable for that year and that a member elected after the first day of November in any year shall not be required to pay any subscription in respect of the year of election, but shall pay, on election, the annual subscription in respect of the year following election.</p>
	9.2	<p>Members who wish to keep their vessel on a Club mooring or in the Club boat yard, subject to availability, must also make the following payments:-</p> <p>(a) A mooring fee and/or a yard space fee of such a sum as the Council shall from time to time prescribe which shall entitle a member to berth his or her own boat on the water controlled by the Club and/or to a space in the Club's boatyard.</p>
Members' duty to provide an up-to-date address	10	<p>Every member shall furnish the Secretary with an up-to-date address which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.</p>
Application for membership	11	<p>An application for membership shall be in the form from time to time prescribed by the Council and shall include the name, postal address, and a contact telephone number and an email address of the applicant.</p>

- Election of Members 12 Upon receipt of an application for membership, the Secretary shall enter such application in a Register of Applicants and there shall be an interval of at least two days before the meeting of the Council at which such application for membership shall be considered. The election of all classes of members is vested in the Council and shall be a simple majority vote of those of the Council. The Council may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute.
- The Secretary shall inform each applicant in writing of the applicant's election or non-election.
- (and)*
- The Secretary shall furnish an elected applicant with a copy of the Club Rules and Club Regulations and make request for such payments as are necessary.
- (or)*
- The Secretary shall furnish a refused applicant with a copy of the Club Rules and Club Regulations and note their right to appeal their refusal to the members following the same procedure as detailed in Rule 18.2 as if refusal was the same as expulsion.
- Payment of Fees upon Election 13 Upon election, an applicant shall pay, within one calendar month, fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.
- One year's temporary absence of member 14 A member who, for any reason, anticipates inability to use the Club or its facilities for the whole of any one year shall be excused payment of the annual subscription and other annual fees provided that notice in writing is given to the Secretary before payment of annual membership fees falls due for payment. A member wishing to be re-instated during the year in question shall pay such portion of the annual subscription as the Council shall require.
- Retirement of a member 15 A member desirous of retiring from membership shall give notice in writing to the Secretary and shall not then be liable to pay the subscription for the following year.
- A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.
- Arrears of Subscription 16 The Council may cancel, without notice being given, the membership of any member whose annual subscription and other fees are more than one month in arrears provided that the Council may, at its discretion, re-instate such member upon payment of arrears. No member whose

annual or other payments due are in arrears may enter any Club event or regatta or vote at any meeting.

Conduct of Members

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| Undertaking by members to comply with rules | 17 | Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and Club Regulations. |
| Disciplinary action against members | 18.1 | Any breach of Rule 17 or any conduct which, in the opinion of the Council, is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to disciplinary action by the Council, which may include suspension for a specified period of time or expulsion. |
| | | <p>Before taking such disciplinary action against a member, the Council shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Council, or of resigning.</p> <p>Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Council present and voting on the Resolution.</p> <p>Upon suspension / expulsion a former member shall not be entitled to have any part of the annual membership fee refunded and must return any keys or Club property held forthwith.</p> |
| | 18.2 | Appeal against refusal of membership application / suspension / expulsion may be made to the members following the procedure set out in the Club Membership Regulations. |
| | 18.3 | The Council may dispose of the refused applicant or former member's boat, trailer, cradle or other possession on the Club premises in accordance with Rule 68. |
| Guests in the Club | 19 | Members introducing visitors will be responsible for their good behaviour and proper use of facilities in accordance with the Club Rules and Club Regulations. |
| Damage to Club property | 20 | A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Council or by the Secretary upon the instructions of the Council. |
| Exhibiting of | 21 | A member shall not cause any communication in whatever form to be |

notices		exhibited on Club notice boards or premises without permission of the Secretary.
Settlement of Accounts	22	A member shall settle any indebtedness for refreshments or otherwise before leaving the Club premises, or in accordance with any Regulations relating to the settlement of such indebtedness.
Suggestions	23	A member may submit suggestions or questions by e-mail or in writing to the Secretary and such will be referred to the Council at their next meeting.
Complaints	24	Complaints of any nature relating to the management of the Club shall be submitted by e-mail or in writing to the Secretary and such will be referred to the Council at their next meeting.
Members of other RYA Clubs	25	A member of any Club affiliated to the Royal Yachting Association (a list of which is published by the said Association) may be authorised to use the premises of the Club by any member of the Council of the Club. Such authorisation shall specify between which dates the said person may so use the premises.
Competitors in Club races	26	Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of one day before and after the race in which they are competing.
Power to expel those admitted under rules 25 and 26 hereof	27	The Secretary or any other person who has received the authority of two members of the Council, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 25 and 26.

Limitation of Club Liability

Limitation of Club liability	28	<p>All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.</p> <p>Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-</p> <p>Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-</p> <p>(a) The Club will not accept any liability for any damage to or loss of property belonging to members or guests.</p> <p>(b) The Club will not accept any liability for personal injury arising out of</p>
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the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Council, Trustees or Servants of the Club.

Data Protection 29 Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Acts.

SECTION 4 – COUNCIL (ie MANAGEMENT COMMITTEE)

Constitution of Council 30 The Council shall consist of Five [5] Flag Officers (Commodore, Vice-Commodore, Rear-Commodore, Secretary and Treasurer), and not less than four [4] nor more than eleven [11] Council Members who must be Full or Family Members (who have attained the age of eighteen years) elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

Retirement of members of the Council 31 At the Annual General Meeting each year :-

Elected Flag Officers may serve a maximum four year term in any one post and must retire at the end of that term but may accept nomination for any other Council position.

Two [2] of the other Council members shall retire in order of election or seniority. In the case of equal seniority the order of retirement shall, failing agreement between the members concerned, be determined by lot.

Members retiring under this Rule shall only be eligible for re-election to the Council if the number of nominations received is less than the maximum number of Council members permitted.

Candidates for election to Council 32 Candidates for Flag Officer posts must have served on Council for at least one year prior to nomination.

Candidates for other Council posts must have been Full or Family members for at least one year prior to nomination.

Candidates for election to the Council shall be those members of the retiring Council eligible to offer themselves for re-election and such other Full or Family members whose nominations, duly proposed and seconded in writing, by Full or Family members of the Club with their consent shall have been received by the Secretary at least twenty eight

days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.

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| Election of Council by ballot | 33 | If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot. |
| No contest for election | 34 | If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election. |
| | | In the event of the ballot failing to determine the members of the Council because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot. |
| Casual vacancy | 35 | If, for any reason, a casual vacancy shall occur, the Council may co-opt a Full or Family member to fill such a vacancy until the next following Annual General Meeting. |
| Retiring Commodore | 36 | A retiring Commodore shall serve as a member of the Council in the year immediately following his/her retirement and shall have no vote. |
| Council Meetings | 37 | The Council shall meet at least every two months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his/her absence a Chairperson elected by those present shall preside. |
| Voting at Council | 38 | Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Commodore or Chairperson (as the case may be) shall have a second and casting vote. |
| Quorum | 39 | Seven members personally present shall form a quorum at a meeting of the Council. |

Powers of the Council

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| Management of Club by Council | 40 | The Council shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting. |
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In particular the Council shall ensure that the property and funds of the

Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.

Appointment of sub-Committee	41	The Council may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and / or required by the law. Such sub-committees shall consist of such members of the Council or of the Club as the Council may think fit. Officers of the Club shall be ex officio members of all such sub-committees.
Disclosure of interest to third parties	42	A member of the Council, of a sub-Council or any officer of the Club, in transacting business for the Club, shall disclose to third parties that he/she is so acting.
Limitation of Council's authority	43	The Council, or any person or sub-Council delegated by the Council to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, borrow money or incur debts on behalf of the Club or its membership.
Members' indemnification of Council	44	<p>In pursuance of the authority vested in the Council by members of the Club, members of the Council shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.</p> <p>Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Council shall be entitled to a personal indemnity from the individual members of the Club.</p> <p>The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Council has been authorised to exceed such limit by a General Meeting of the Club.</p>
Contractual Liability	45	The Council shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Council and/or Trustees of the Club, as appropriate. "The liability of the [Council/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the

Club shall be limited to the assets of the Club.”

Nomination of Life Members by Council 46 The Council may nominate for election at an Annual General Meeting such Life Members as the Council may think fit. The total of such Life Members shall not, however, at any time, exceed ten [10].

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

Purchase and supply of excisable goods

47,48,49,50 VOID no current liquor licence NOT APPLICABLE

SECTION 5 – TRUSTEES

Number of and terms of reference 51 There shall be three [3] Trustees of the Club who will be the serving Commodore, Vice Commodore and Secretary.

Trustees shall hold office for their period in the posts of Commodore, Vice Commodore and Secretary or until he/she shall resign by notice in writing given to the Council or until a resolution removing him/her from office shall be passed at a meeting of the Council by a majority comprising two-thirds of the members present and entitled to vote.

Property of Club vested in Trustees 52 All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Council shall nominate a new Trustee in his/her place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he shall by Deed duly appoint the person or persons so nominated by the Council.

Powers of Trustees 53 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Council and shall have power to sell, lease, mortgage or pledge any Club property

so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Council directions (which shall be duly recorded in the Minutes of the proceedings of the Council) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

Indemnity of Trustees from Club 54 In pursuance of the authority vested in the Trustees by the members of the Club, the Trustees shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

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

SECTION 6 - MEETINGS OF THE CLUB

Annual General Meeting 55 An Annual General Meeting of the Club shall be held each year in the month of October on a date to be fixed by the Council. The Secretary shall at least fourteen days before the date of such meeting post or deliver to each member notice hereof and of the business to be brought forward thereat.

Business at Annual General Meeting 56 No business, except the passing of the Accounts and the election of the Flag Officers, Council Members, Trustees and Reviewers, and any business that the Council may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the Secretary at least twenty eight [28] days before the date of the Annual General Meeting.

Special General Meeting 57 The Council may at any time, upon giving twenty-one [21] days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.

Special General Meeting upon request of members	58.	The Council shall call a Special General Meeting upon a written request addressed to the Secretary by at least ten [10] Full or Family members with voting rights. The SGM must be called within twenty-one [21] days of a request. The Council shall give twenty-one [21] days notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
Chairperson at Meetings	59	At every meeting of the Club the Commodore or, in their absence, a Chairperson elected by those present shall preside.
Quorum at Meetings	60	20% of members entitled to vote and personally present shall form a quorum at any meeting of the Club.
Entitlement to vote at Meetings	61	Only Full and Family members shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.
Voting at Meetings	62	Voting, except upon the election of members of the Council, shall be by show of hands.
Equality of Votes	63	In the case of an equality of votes the Chairperson shall have a second or casting vote, on any matter other than the election of members of the Council.
Voting on Rule Change	64	On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule of the Club such Rule shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its purposes or winding-up provisions.

SECTION 7 - DISSOLUTION OF THE CLUB

Dissolution of the Club	65	<p>If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Council shall dispose of the net assets remaining to one or more of the following:</p> <ul style="list-style-type: none"> (i) to a charity and / or (ii) to another Club with similar sports purposes which is a registered CASC and/or (iii) to the sport's national governing body for use by it for related community sports.
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SECTION 8 - MISCELLANEOUS

- Opening of Club 66 The Club premises shall be open to members at such times as the Council shall direct.
- Affiliate Clubs 67 The Club Council may admit and remove affiliate clubs from time to time. An affiliate club shall pay the Club such fees as the affiliate club and the Council agree. An affiliate member is a member of the affiliate club. An affiliate member shall have such use of the Club facilities as the Council may from time to time and for such period decide except that such:
- (a) affiliates shall have no voting rights in relation to the Club.
 - (b) affiliates will be subject to such terms that the Council shall decide.
- Abandoned Boats and/or Trailers 68 If, at any time, any fees payable to the Club by any member or former member (whether by way of arrears of subscription fees, mooring fees, yard fees or otherwise) shall be one month or more in arrears and/or a boat and/or trailer the property of a member or former member remains upon the Club premises one month or more after the club has given the member or former member notice to remove the vessel then the member or former member shall remove the boat and/or trailer from the Club immediately. If the member or former member fails to remove the boat and/or trailer then the Council may:-
- (a) Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.
 - (b) Give three months' notice in writing by registered post to the member or former member at his/her last known address as shown in the Club Register and thereafter sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
 - (c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Council may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the member or former member.
 - (d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or

until notice has been served under Rule (b) above.

PROVIDED ALWAYS THAT:-

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

- Lien 69 In addition to Rule 68 the Club shall at all times have a lien over members' or former members' boats and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Club have been paid in full.
- Regulations 70 The Council may create, adopt, repeal or amend such Regulations as it considers appropriate, at any time, for the good management of the Club and its facilities. The Secretary shall inform the Club members of any change to the Club Regulations twenty-one [21] days before the Regulation change comes into force.
- Acknowledgement 71 The Members acknowledge that this Constitution and Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.

END

Appendix for information and not part of the Club Rules

List of Club Regulations in accordance with Rule 70 applicable to facilitate proper management of the Club within the terms of this Constitution and Rules.

Club Regulations as referred to in this Constitution and Rules are available on Club Website <http://www.fcyc.org.uk>

- 1.00 Membership Regulations
- 2.00 Complaints Procedure
- 3.00 Harbour and Yard Regulations
- 4.00 Boat and Mast Lifting Regulations
and Affiliated Club Agreements –
- 5.00 Memorandum of Agreement with Trinity Sea Cadets
- 6.00 Memorandum of Agreement with Newhaven Coastal Rowers
and Associated Companies
- 7.00 Forth Corinthian Developments Ltd – Terms of Operation [*1]
- 8.00 The Edinburgh Marina Ltd - Memorandum and Articles of Association [*2]

Notes

[*1]

FCYC fully owns Forth Corinthian Developments Ltd.

FCYC has no direct control over this Company but does have exclusive nomination rights for Directors. The appointed Directors are solely responsible for the operation of this Company.

[*2]

FCYC also holds a 50% stake in the Edinburgh Marina Ltd

FCYC has no direct control over this Company but does have nomination rights for two Directors.

The appointed Directors are solely responsible for the operation of this Company.

[*1] & [*2]

The operation of these two Companies have no direct bearing on this Constitution and Rules and they both operate entirely independently under applicable Company law.