

The Rules of South Caernarvonshire Yacht Club Limited

adopted at the Annual General Meeting of
South Caernarvonshire Yacht Club held on 24 May 2009

To be read in conjunction with the Memorandum and Articles of Association of South Caernarvonshire Yacht Club Limited, a Company limited by guarantee and not having a share capital.

South Caernarvonshire Yacht Club Limited was incorporated on the 13 July 1984 and is registered in Cardiff under Company No. 1832829.

1. **Name**

1.1 The name of the Club is South Caernarvonshire Yacht Club Limited.

2. **Address**

2.1 The registered office of the Club shall be in Wales or England.

3. **Objects**

3.1 The principal object for which the Club is established is to promote sailing and yachting. In order to achieve this principal object the Club has subsidiary objects listed in its Memorandum of Association.

4. **Full Members**

4.1 All members of the Club who are not designated by these Rules as Associate Members shall be full members of the Club.

4.2 For the purposes of the annual subscription to be paid by a full member, there shall be the following classes of full members, namely:

Family Members
Single Parent Members
Couples Members
Connected Family Members
Single Members
Young Members
Veteran Members
Widow/er Members
Life Members
Discretionary Members

- 4.3 Save as expressly otherwise provided in the Memorandum and Articles of Association of the Club and/or these Rules, all full members shall enjoy the same rights, benefits and privileges of membership.
- 4.5 Any full member may, at the request of the Council (but not otherwise), attend and speak (but not vote) at a Council meeting.
- 4.6 Upon the date of the adoption of these Rules, the membership of all full members shall be redesignated appropriately in accordance with these Rules.

5. **Family Members**

A Family Member shall consist of one of two married parents or two parties to a civil partnership or a partnership with any number of children who are not or will not be more than 21 years of age on 1 October of the current subscription year and whose husband, wife, civil or other partner or child or children are members of the Club.

6. **Single Parent Members**

A single parent with a child or children who are not or will not be more than 21 years of age on 1 October of the current subscription year but who are members of the Club.

7. **Couples Members**

A husband or wife or one of both parties to a civil partnership or a man or woman with a partner who in each case are both members of the Club but, in each case, either with children who are and will be under 21 years of age on 1 October of the current subscription year and who are not members of the Club or without children who are and will be under 21 years of age on 1 October of the current subscription year.

8. **Connected Family Members**

A member whose husband, wife, civil or other partner or is a fully paid-up Family or Couples Member of the Club. A Connected Family Member shall not be required to pay an entrance fee (provided that such Connected Family Member joins the Club at the same time as the relevant Family or Couples Member) nor any annual subscription in addition to the annual subscription ("main subscription") paid by his or her husband, wife, civil or other partner as the case may be. A Connected Family Member shall not be entitled to exercise any right, benefit or privilege of membership during any subscription year for so long as the relevant main subscription or any part thereof for that year remains unpaid.

9. **Single Members**

A person who is 25 years of age or over on 1 October of the current subscription year and who is not otherwise a full member of the Club

10. **Young Members**

A person who is 18 years of age or over on 1 October of the current subscription year and who has not reached the age of 25 years by the same date and who is not otherwise a full member of the Club

11. **Widow/er's Members**

A person whose husband, wife, civil or other partner is deceased and who is 65 years of age or over on 1 October of the current subscription year.

12. **Veteran Members**

A person who is 65 years of age or over on 1 October of the current subscription year and who, on that date, has completed 25 years continuous membership of the Club.

13. **Life Members**

13.1 Life Members must be proposed by Council and seconded by a full member of the Club entitled to attend and vote at a General Meeting of the Club and such proposal must be approved by ordinary resolution passed at the Annual General Meeting of the Club at its meeting next following such proposal. The rights, benefits and privileges of a Life Member shall not be exercised by any person until his or her appointment as such has been so approved. A Life Member shall be such a member of the Club for the rest of the life of such member or until such membership is terminated by the members by ordinary resolution passed at a General Meeting of the Club or until the date such member shall notify the Club in writing of his or her resignation whichever shall be the soonest. Any resignation shall take effect upon the date upon which it is received by the Club.

13.2 Life Members shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but a Life Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.

13.3 The number of Life Members shall be limited to Fifteen.

14. **Discretionary Members**

14.1 Any full member may request at any time a Discretionary Membership, such request to be made in writing, and Council shall have the power in its absolute discretion to accept or reject such request by the member.

14.2 Such Discretionary Membership subscription shall be one half of a Single Member's subscription for the current subscription year.

14.2 Discretionary Membership shall cease on 30 September next following the date upon which it was accepted.

15. **Associate Members**

15.1 The following classes of member shall be associate members pursuant to Article 9 of the Articles of Association of the Club:-

Trial Dinghy Sailing Members
Junior Members
Connected Junior Members
Connected Young Members
Honorary Members
Temporary Members
Lifeboat Members
Coastguard Members

15.2 Associate members shall enjoy the same rights, benefits and privileges of membership as full members save as expressly otherwise provided in the Memorandum and Articles of Association of the Club and/or these Rules.

15.3 Associate members shall not be eligible for election as an Officer of the Club or as a member of Council nor to propose or second any person for membership of the Club or for election as an officer of the Club or a member of Council.

15.5 Any associate member may, at the request of the Council (but not otherwise), attend and speak (but not vote) at a Council meeting.

15.6 Upon the date of the adoption of these Rules, the membership of all associate members shall be redesignated appropriately in accordance with these Rules.

16. **Trial Dinghy Sailing Members**

16.1 Persons who wish to join the Club may, in their first year of membership, apply for Trial Dinghy Sailing Membership, but must after the expiry of such Trial Dinghy Sailing Membership apply for full membership under one of the classes of full membership set out in Rule 4. Trial Dinghy Sailing Membership shall expire automatically on the day prior to the first anniversary of the date of its commencement.

16.2 Any Trial Dinghy Sailing Member may apply to become a member of the Club upon the expiration of such Trial Dinghy Sailing Membership. Provided that such application is made not later than 28 days after the expiry of the Trial Dinghy Sailing Membership, the applicant shall not be required to pay any entrance fee for joining the Club but shall be required to pay the relevant full membership subscription for the then current year. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is made after the expiration of the 28 day period hereinbefore mentioned.

17. **Junior Members**

A person who is under 18 years of age on 1 October of the current subscription year and either or both of whose parents are not members of the Club.

18. **Connected Junior Members**

A person who is under 18 years of age on 1 October of the current subscription year and one or both of whose parents is a fully paid-up Family or Single Parent Member of the Club. A Connected Junior Member shall not be required to pay an annual subscription in addition to the annual subscription (“parental subscription”) paid by his or her parent. A Connected Junior Member shall not be entitled to exercise any right, benefit or privilege of membership during any subscription year for so long as the relevant parental subscription or any part thereof for that year remains unpaid.

19. **Junior and Connected Junior Members**

19.1 Each candidate for Junior Membership or Connected Junior Membership shall make application on the requisite form and must be proposed and seconded by separate full members of one year’s standing entitled to attend and vote at a General Meeting of the Club. The parent or guardian of a candidate for Junior Membership or Connected Junior Membership shall undertake to pay all sums due to the Club from time to time by the Junior Member or the Connected Junior Member and the Council shall not be required to consider any application for Junior Membership or Connected Junior Membership unless it is accompanied by such an undertaking in the form prescribed by the Council from time to time. The proposer of a candidate for Junior Membership or Connected Junior Membership shall be responsible for such member and his actions and behaviour on Club premises

19.2 Junior Members and Connected Junior Members shall not enjoy any right, benefit or privilege of membership other than the personal use of the Club’s premises for the duration of such Junior Membership or Connected Junior Membership together with such other privileges (if any) as Council may from time to time determine.

19.3 The membership of any Junior Member or Connected Junior Member may be terminated without notice by simple majority vote of Council in its absolute discretion at any time. If the membership of any Junior Member shall be terminated under this Rule, the Club shall pay to such Junior Member the amount pro-rata of any subscription (but not any entrance fee or other levy) paid by such Junior Member attributable to the period from the date of termination to the 30 September next following but without interest thereon.

19.4 Junior Members and Connected Junior Members under the age of seventeen may not purchase or attempt to purchase tobacco or cigarettes within the Club premises.

19.5 Junior Members and Connected Junior Members under the age of fourteen are not permitted in any of the licensed bar areas for the time being unless accompanied by and under the control of a responsible adult member at all times.

19.6 Any Junior or Connected Junior Member may apply to become a full member of the Club upon attaining the age of 18 years. Provided that such application is made before 1 October next following the date upon which such Junior or Connected Junior Member has attained the age of 18 years, such Junior Member or Connected Junior Member shall not be required to pay any entrance fee for joining the Club but shall be required to pay the relevant full membership subscription for the then current year. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is made after the 1 October next following the date upon which such Junior or Connected Junior Member has attained the age of 18 years.

20. **Connected Young Members**

20.1 A member more than 18 years old but not more than 20 years old on 1 October of the current subscription year whose parent is a fully paid-up Family or Single Parent Member of the Club. A Connected Young Member shall not be required to pay an annual subscription in addition to the annual subscription (“main family subscription”) paid by his or her parent. A Connected Young Member shall not be entitled to exercise any right, benefit or privilege of membership during any subscription year for so long as the relevant main family subscription or any part thereof for that year remains unpaid.

20.2 Any Connected Young Member may apply to become a full member of the Club upon attaining the age of 21 years. Provided that such application is made before 1 October next following the date upon which such Connected Young Member has attained the age of 21 years, such Connected Young Member shall not be required to pay any entrance fee for joining the Club but shall be required to pay the relevant subscription for the then current year. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is made after the 1 October next following the date upon which such Connected Junior Member has attained the age of 21 years.

21. **Honorary Members**

21.1 Save only as otherwise expressly provided by Rule 21.3, Honorary Members must be proposed by Council and seconded by a full member of the Club entitled to attend and vote at a General Meeting of the Club and such proposal must be ratified by the Annual General Meeting of the Club at its meeting next following such proposal. The rights, benefits and privileges of an Honorary Member shall not be exercised by any person until his or her appointment as such has been so ratified.

- 21.2 An Honorary Member shall be such a member of the Club until such membership is terminated by the members by ordinary resolution passed at a General Meeting of the Club or the date such member shall notify the Club in writing of his or her resignation whichever shall be the sooner. Any resignation shall take effect upon the date upon which it is received by the Club.
- 21.3 Honorary members shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but an Honorary Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.
- 21.4 The following shall, upon first election to office, be offered Honorary Membership which shall be effective upon acceptance in writing and which shall continue only for their duration in office or until terminated by the Members by ordinary resolution passed at a General Meeting of the Club, whichever shall be the sooner:

The Commodore – Pwllheli Sailing Club
The Commodore – Madoc Yacht Club
The Commodore – National Yacht Club
The Chairman – Welsh Yachting Association
The Commodore – Royal St. George Yacht Club

The provisions of Rule 21.1 shall not apply in respect of the appointment of any person as an Honorary Member pursuant to the provisions of this Rule 21.4.

- 21.5 The number of Honorary Members shall be limited to Twenty Five.

22. **Temporary Members**

- 22.1 The Council shall have power in its absolute discretion to grant or refuse Temporary Membership to any persons and members of their immediate family (being the husband, wife, civil or other partner, father, mother or child of such temporary member) who are competing in an event or championship hosted by the Club.
- 22.2 Any officer of the Club shall have power in his absolute discretion to grant or refuse Temporary Membership to any member of any recognised yacht club visiting Abersoch in his yacht or any of his family or friends on board but no officer of the Club shall have power to grant Temporary Membership to any person to whom such membership has been refused by any other officer.
- 22.3 Temporary Membership shall be available only to persons who usually reside more than five kilometres from the Clubhouse.

- 22.4 A member may apply for Temporary Membership for any house guest by applying on the Temporary Membership Application Form and paying such Temporary Membership subscription as the Council may determine from time to time. Any two officers of the Club shall have the power in their absolute discretion to grant or refuse such application, but no two officers of the Club shall have power to grant Temporary Membership to any person to whom such membership has been refused by any other officer
- 22.5 Every Temporary Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Temporary Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.
- 22.6 A Temporary Membership shall take effect from the time at which the relevant Temporary Member signs the Register of Temporary Members kept in the Clubhouse for that purpose and shall be limited to a maximum period of one month and any person shall be limited to one period of Temporary Membership in any calendar year commencing on the 1 October in each year.
- 22.7 The Council has the power at all times to terminate any Temporary Membership without notice and in its absolute discretion by a simple majority vote.
- 22.8 Temporary Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such Temporary Membership together with such other privileges (if any) as Council may from time to time determine.
- 22.9 A Temporary Member shall not be entitled to introduce guest, to steer a boat or enter a boat for any club race.
- 22.10 A waiting period of 48 hours between the application being approved and introduction of the proposed Temporary Member shall be observed.

23. **Lifeboat Members**

- 23.1 All current members from time to time of the crew and administration staff of Abersoch Lifeboat Station shall be Associate Members of the Club, such Membership ceasing on the day upon which they cease to be a member of the crew or administration staff of the Abersoch Lifeboat Station or, if earlier, upon receipt by the Club of written notice of resignation by such any such member.
- 23.2 Lifeboat Members shall not pay any annual subscription or entrance fee but a Lifeboat Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.

23.3 Every Lifeboat Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Lifeboat Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.

23.4 Lifeboat Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such membership together with such other privileges (if any) as Council may from time to time determine.

24. **Coastguard Members**

24.1 All current members from time to time of the crew and administration staff of Abersoch Coastguard Station shall be Associate Members of the Club, such Membership ceasing on the day upon which they cease to be a member of the crew or administration staff of the Abersoch Coastguard Station or, if earlier, upon receipt by the Club of written notice of resignation by such any such member.

24.2 Coastguard Members shall not pay any annual subscription or entrance fee but a Coastguard Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.

24.3 Every Coastguard Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Coastguard Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.

24.4 Coastguard Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such membership together with such other privileges (if any) as Council may from time to time determine.

25. **Admission of Members**

25.1 Members of all categories (whether full or associate) other than Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members shall be elected to membership by a majority ballot of the Council. Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members shall be elected or admitted to membership (as the case may be) in accordance with the provisions of these Rules relating to the election or admission of such members respectively.

25.2 Candidates for membership (other than Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members who shall be elected or admitted to membership (as the case may be) in accordance with the provisions of these Rules relating to the election or admission of such members respectively) shall be proposed and seconded by separate full members of the Club of at least one year's standing entitled to attend and vote at a General Meeting of the Club. A candidate for membership shall complete and sign the requisite application form for membership and shall state therein the candidate's full name, residential address, email address (if the candidate has one), occupation and such other information as may from time to time be specified by Council. A candidate for membership shall also sign an undertaking in the form prescribed by the Council from time to time to be bound by the Club's Rules as amended from time to time. The duly completed application form and undertaking to be bound by the Club's Rules shall be forwarded together with the appropriate entrance fee and subscription, to the Club Secretary who shall communicate it to Council and if it is approved shall be entered in the register of Members. A summary of each application shall be posted in the Club not less than seven clear days before the ballot. The Council shall not be required to consider any application for membership which does not comply with the requirements of this Rule 25.2.

25.3 Admission to membership shall be conditional upon payment by the candidate of the first year's annual subscription and the appropriate entrance fee, both payable at the time of submitting the application form. The Council shall not be required to consider any application for membership until such payments have been received in full by the Club. Such payments shall be immediately refunded (but without interest thereon) by the Club in the event that the application is unsuccessful.

25.4 Any omission or inaccuracy in the particulars relating to any candidate shall render his election voidable in the absolute discretion of Council. The Club shall notify in writing as soon as reasonably practicable any person whose election the Council has voided together with reasonable particulars of the reason for voiding the same. A person whose election has been voided may in the absolute discretion of the Council make a further application or applications for membership of the Club. In the event that a further application is not made within 28 days after a candidate has been notified that his election has been voided, the Club shall thereafter refund pro-rata from the date that the election was voided all fees and/or subscriptions for the current year (but without interest thereon) already paid by the candidate but not any earlier year or years provided that no part of any subscription or entrance fee shall be refunded if the election has been voided on the grounds of fraud or that the same failed to state properly any material required particular.

26. **Entrance Fees and Subscriptions**

- 26.1 Entrance fee and subscription rates and all other levies (without limitation) payable by members (whether annual or otherwise) for all classes of full and associate membership shall be determined from time to time by ordinary resolution passed at a General Meeting of the Club on the recommendation of the Council. All entrance fee and subscription rates and other levies shall subsist until such time as the same shall be determined otherwise by ordinary resolution passed at a General Meeting of the Club.
- 26.2 Entrance fees shall not be payable by or for Young, Connected Young, Junior and Connected Junior Members.
- 26.3 The subscription year shall run from 1 October in each year to the next following 30 September.
- 26.4 Annual Subscriptions shall become due and payable on the First day of January in the year next following the 1 October referred to in Rule 26.3 and all other fees and/or levies approved at a General Meeting of the Club shall be payable on demand.
- 26.5 Any candidate for Membership whose application is received after 1 August but before the 1 October in the same year shall be entitled to a 50% discount on the annual subscription for the year ending on 30 September of that year, but shall pay the full annual amount for his next and subsequent years' subscriptions.
- 26.6 Any Member whose annual subscription approved by the members in General Meeting shall be paid not later than two calendar months after the date on which it becomes due shall be entitled to a discount of 9% thereof or such other discount as the Members shall in General Meeting agree.
- 26.7 All Members will receive written notification of the annual subscription due, such notification to be despatched prior to the 30 November in each year.
- 26.8 Any Member whose entrance fee or annual subscription or other levy approved by the Members in General Meeting remains unpaid four calendar months after the date on which it becomes due shall be thereupon automatically suspended from Membership and notice of his suspension shall be served upon him in accordance with Rule 31 herein and shall also be posted on the Club Notice Board. If such suspended Member shall provide within 14 days after notice of his suspension has been served on him, an explanation in writing to the Club for his failure to pay within such period of four calendar months which the Council considers, in its absolute discretion, to be reasonable, such suspension shall be terminated by the Council and such termination of the suspension shall take effect immediately. The Club shall notify such suspended member in writing as soon as reasonably practicable after the meeting of the Council at which such suspended member's explanation has been considered by the Council whether or not his suspension has been terminated. If such suspension has not been so terminated by the Council, then that member's membership of the Club shall terminate immediately upon service, in accordance with Rule 31 herein, on him of notice

that such suspension has not been terminated, and notice of such termination of membership shall be posted on the Club notice board. Any member whose membership has been suspended shall not be entitled to exercise any right, benefit or privilege of membership during any period of suspension.

27. **Acceptance of the Rules**

- 27.1 All members of whatever class or category (including without limitation associate members under Article 9 of the Articles of Association of the Club) shall be bound by these Rules.

28. **Conduct of Members**

- 28.1 Any member wilfully infringing or violating the Rules, Regulations or Bye-Laws of the Club or whose conduct in or out of the Club is inconsistent with good behaviour or derogatory or injurious to the interests of the Club may be reported to the Council by any member and the Council may decide, in its absolute discretion, to suspend such reported member for a period not exceeding three months or to terminate the membership of the member concerned. If the Council shall consider, in its reasonable opinion, that a member has conducted himself in a manner which would entitle the Council, to suspend him or terminate his membership under this Rule 28.1, the Council shall serve written notice upon such member giving reasonable particulars of the conduct in question. Such member shall provide within 14 days after service of such notice an explanation in writing to the Club for his conduct which the Council shall consider at its next meeting thereafter and if the Council, in its absolute discretion, considers such explanation to be acceptable, the Council shall not suspend such member or terminate his membership but otherwise shall suspend for such period or terminate the same as it sees fit in its absolute discretion. The Club shall notify such member in writing as soon as reasonably practicable after the meeting of the Council at which such member's explanation has been considered by the Council whether or not the Council has suspended or terminated his membership, as the case may be, and in the case of a member who has been suspended, the period during which such suspension shall take effect. If such membership shall be terminated by the Council, then that member's membership of the Club shall terminate immediately upon service, in accordance with Rule 31 herein, on him of notice of such termination of membership. Notice of the suspension or termination of any membership under this Rule 28.1 shall be posted on the Club notice board. Any member whose membership has been suspended shall not be entitled to exercise any right or privilege of membership during any period of suspension.

29. **Termination of Membership**

- 29.1 Any member whose membership of the Club shall be terminated under any provision of these Rules shall immediately forfeit all rights, benefits and privileges of membership but shall continue to be liable for all entrance fees, subscriptions, levies and other sums without limitation due to the Club and unpaid prior to the date of the termination of his membership. For the purposes

of this Rule 29.1, the date of termination of membership shall be the date upon which notice of termination of membership is served on such member pursuant to Rule 31.

- 29.2 The membership of any Connected Family Member and/or any Connected Young Member and/or any Connected Junior Member shall terminate automatically and without notice upon the termination of the membership of the relevant Family Member or Single Parent Member to which such Connected Family Member or Connected Young Member or Connected Junior Member is connected. Any Connected Family Member or Connected Young Member or Connected Junior Member whose membership has been terminated by virtue of this Rule 29.2 may apply thereafter for membership of the Club in an appropriate class. If such application duly made is received by the Club Secretary within 28 days after the date of termination of the membership of the relevant connected Family Member or Single Parent Member, as the case may be, then such applicant shall not be required to pay an entrance fee. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is not received by the Club Secretary within 28 days after the date of termination of the membership of the relevant connected Family Member or Single Parent Member.

30. **Resignation**

- 30.1 Any member may retire, resign or withdraw from the Club by giving notice in writing to that effect to the Club Secretary and on paying with such notice any subscription, levy or other sum without limitation due to the Club which is unpaid at the date of such notice and any such member shall cease to be a member from whichever is the later of the date of receipt by the Club Secretary of such notice and the date of payment by the member of all unpaid subscriptions, levies or other sums without limitation. In no case shall any member be entitled to repayment of any subscription, levy or other sum paid to the Club or any part of any of them, whether paid for the current year or for any other year or years.

31. **Notices**

- 31.1 Any notice may be served by the Club upon any member, either personally or by sending through the post in a pre-paid envelope or wrapper or by facsimile transmission addressed to such member at his registered place of address. Any notice sent by post shall be deemed to have been served on the date following that on which the envelope or wrapper containing the same is posted by first class post. A certificate in writing signed by the Club Secretary or other officer of the Club that the envelope or wrapper containing the notice was so addressed and posted by first class post shall be conclusive evidence thereof.
- 31.2 Without prejudice to Rule 31.1, any notice may be served by the Club upon any member by sending the same by e-mail to such member despatched to such email address as such member has notified to the Club. Any notice sent

by email shall be deemed to have been served on the date it was despatched if despatched before 5 pm otherwise on the date following the date of despatch. A certificate in writing signed by the Club Secretary or other officer of the Club that the email containing the notice was so despatched shall be conclusive evidence thereof.

31.3 No person other than a member entitled to attend and vote at a General Meeting and the Auditors for the time being of the Club shall be entitled to receive notice of any General Meeting of the Club.

31.4 Any member may amend his registered and/or email address at any time by giving notice in writing to that effect to the Club Secretary and such amendment shall take effect from the date upon which the Club Secretary shall receive such notice provided always that if any such notice shall not give particulars of a new registered or email address, then the already registered or email address (as the case may be) shall continue as the registered address or email address (as the case may be) of that member.

32. **Licensing**

32.1 Subject to the provisions of the Licensing Act 2003 and any amendments thereto or re-enactments thereof the Club shall from time to time post a list of times that the Club Bar shall be open for the supply of intoxicating liquor but the Bar shall not be open before eleven o'clock in the morning or after midnight.

32.2 No intoxicating liquor shall be sold or supplied to or purchased by or for any person under the age of 18 years.

32.3 No intoxicating liquor may be brought onto the Club premises for personal consumption without the prior written consent of the Council, which the Council may give or withhold in its absolute discretion, save only to be transported directly through the Club to a mooring.

32.4 The Council may, in its absolute discretion, authorise up to 12 functions in any one calendar year under the Temporary Event Notice Provisions of the Licensing Act 2003 and any amendments thereto or re-enactments thereof. Any application for such a function shall be submitted at least ten working days before the event and shall be requested through a member of the Council. At any such authorised event, non-members may attend as part of the function, but otherwise any person who is not a member of the Club shall not be supplied with intoxicating liquor unless he or she is a guest at the Club pursuant to these Rules.

32.5 The Wine Committee shall be those persons who for the time being are elected members of Council together with the Club Secretary. The supply to the members of intoxicating liquors and tobacco shall be under the sole control of the Wine Committee who shall arrange for the purchase thereof and the supply thereof to members at such prices as the Wine Committee may from time to time fix. All benefits from the sale of alcohol shall accrue to the Club.

32.6 No person under the age of 18 years shall be permitted to enter or remain in any bar area unless accompanied at all times by an adult full member.

33. **Guests**

33.1 Subject to Rules 33.3, all full members (other than Young Members and Discretionary Members) and all Honorary Members may introduce up to six guests at any one time.

33.2 Young Members may introduce up to three guests at any one time.

33.3 A Connected Family Member may introduce up to six guests at any one time but may not introduce guests on any occasion when the Family Member or Couples Member to whose membership he or she is connected is present at the Club.

33.4 Associate Members (other than Honorary Members) and Discretionary Members are not entitled to introduce guests to the Club.

33.5 During the Easter and Spring Bank Holiday Weekends, including the Bank Holiday in each case and from the Saturday before the commencement of the August Racing Programme to the last day of the August Bank Holidays, both days inclusive, not more than two guests per member may be admitted before 2.30 pm.

33.6 No person may be introduced as a guest more than three times in any one year.

33.7 A member who introduces a guest to the Club shall ensure that the name of each guest is be entered in the Visitor's Book on each occasion of visiting the Club as soon as reasonably possible after such guest has entered the Club's premises.

33.8 The Council shall at all times, in its absolute discretion, have the power of cancelling or curtailing the admission of a guest without citing a reason.

34. **Data Protection**

34.1 The Club keeps records on computer and otherwise concerning members and candidates for membership for all purposes relating to the Club and the provision of its services. Members and candidates for membership are deemed to have consented to the keeping of such membership records for all proper uses of the same by the Club including, without limitation, the provision by the Club of the name and address of any member or candidate for membership to the members of the Council from time to time and to any other person as the Council may, in its absolute discretion, direct from time to time.

35. **General**

- 35.1 No children under the age of twelve years may be permitted onto the Club's premises on any day after 7.00 pm unless accompanied at all times by a parent or guardian who is a member of the Club.
- 35.2 No dog, except a guide dog for a blind member or guest, or other animal shall be permitted on the Club's premises save only to be transported through the Club en route to a mooring. Under no circumstances are dogs permitted to be tied up (whether attended or not) on any part of the Club's premises.
- 35.3 No notice shall be displayed on any part of the Club's premises without the prior written consent of the Captain or Council. A notice shall cease to be displayed forthwith if so required by the Council notwithstanding that consent for it may have been given by the Captain.
- 35.4 If any member has any complaint or suggestion regarding the operation or management of the Club, he shall make it in writing to Council addressed to the Club Secretary.

36. **Moorings**

- 36.1 No member shall be permitted to use a Club mooring for his own or any other vessel or gear and no vessel or gear shall be permitted on Club property without the prior written permission of the Council which permission shall be subject to such conditions and indemnities as Council may from time to time in its absolute discretion require or impose.

37. **Catering**

- 37.1 The Club may, in its absolute discretion, franchise out or subcontract to third parties the right to cater for members. The times of opening of the Cove Restaurant will be posted in the Club from time to time.
- 37.2 No food may be brought onto any part of the Club's premises for consumption on those premises without the prior written consent of the Council, which the Council may give or withhold in its absolute discretion.
- 37.3 No food may be brought into the bar for consumption there or elsewhere.

38. **Limitation of Club Liability**

- 38.1 Members of the Club, their guests or visitors use the Club's premises and all other facilities of the Club entirely at their own risk and expressly accept that:
- a) the Club will not be liable for any damage to or loss of property belonging to Members, their Guests or Visitors to the Club;
 - b) the Club will not be liable for personal injury or damage whether arising out of the use of the Club premises or any other facilities of the

Club or out of participation in any race organised by the Club or otherwise sustained or caused by any person whether or not a member of the Club save only to the extent to which such injury or damage was occasioned or contributed to by the negligent act, omission or default of the Club its servants or agent; and

- c) a member shall be under a duty to draw this Rule directly to the attention of any guest or invitee of his before inviting any such guest or invitee onto the Club's premises or to participate in or attend any event organised by the Club.

39. **Launch Service**

- 39.1 The Launch Service is provided for the benefit of members and it is arranged and organised by the Bosun. The Bosun shall make the decision whether or not such a service will be provided on any day and in making such decision shall take account of whether or not the prevailing weather and/or sea conditions are suitable for the running of the passenger carrying launches from either the Club Jetty or the Harbour. He will, however, consult the Captain or a Flag Officer, if any shall be in the Clubhouse at the relevant time but not otherwise, before making his decision. His decision shall be final and binding on all members unless and until it is countermanded by the Captain or any Flag Officer.
- 39.2 All members and their guests and visitors shall obey all reasonable instructions given by the Bosun and/or any member of the crew of any launch when travelling in any launch or embarking upon or disembarking from any launch.
- 39.3 Club launches are not allowed to carry passengers and crew in excess of the limits permitted by the relevant legislation and regulations relating thereto for the time being in force.
- 39.4 All passengers shall be seated in any Club launch during transit and all members shall be responsible for ensuring that their guests and invitees shall be so seated at all times.
- 39.5 It is obligatory that all launch crews wear life jackets at all times whilst afloat and all members are advised to do likewise and all members shall be responsible for advising their guests and invitees to do likewise.

40. **Sailing and Sailing Events**

- 40.1 All members and guests shall at all times comply in all respects with and be bound by the requirements of all relevant Sailing Instructions and/or all relevant safety instructions and/or recommendations issued from time to time by or on behalf of the Club and/or the RYA and/or any other competent body without limitation.

40.2 The Club will not exercise any supervision or control over any boat or other vessel save only the Club's launches when actually operated by or on behalf of the Club.

Bye-Laws of SCYC

The following are bye-laws which have been laid down by Council under Rule 26 of the Rules of South Caernarvonshire Yacht Club.

1. All Members must pay for every expense they incur at the Club at the time when it is incurred unless otherwise authorised by Council.
2. Mobile telephones shall not be permitted in the Club Bar or Cove Restaurant.
3. Neat dress should be worn in the Club Bar and Cove Restaurant at all times. The wearing of sailing gear (wet suits, oil skins, sea boots, etc.) is absolutely prohibited at all times. No hats shall be worn in the Club Bar.
4. Members bringing children onto Club property are responsible for their conduct and safety at all times.
5. Members shall not send Club staff away from the premises on messages or errands during their working hours.
6. Members shall not reprimand other Members or Club Staff. If a Member considers another Member is in breach of Club Rules or these bye-laws or has misbehaved in some way such misbehaving may in the first instance be drawn to the attention of the Club Secretary or a Council Member and/or a complaint in writing may be made to the Club Secretary. Any complaint against a member of staff should be made to the Club Secretary or failing resolution by the Club Secretary to Council.

No. of Company 1832829

**The Companies Acts 1948 to 1981 and
The Companies Act 1985**

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

SOUTH CAERNARVONSHIRE YACHT CLUB LIMITED

(Incorporated the 13 day of July 1984)

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

SOUTH CAERNARVONSHIRE YACHT CLUB LIMITED

1. The name of the Company (hereinafter called “the Club”) is “SOUTH CAERNARVONSHIRE YACHT CLUB LIMITED”.
2. The registered office of the Club will be situate in England or Wales.
3. The objects for which the Club is established are to acquire the assets of The South Caernarvonshire Yacht Club (an unincorporated body) subject to the assumption of any liability attributable thereto and thereafter to promote and facilitate the sport of yachting and sailing and activities associated therewith and also to provide social and other facilities for members and visitors as may from time to time determined. And the Club shall have the following powers exercisable in furtherance of its said objects namely:
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, demolish, re-construct, maintain and alter buildings or erections.
 - (b) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Club.
 - (c) To undertake and execute any charitable trusts which may lawfully be undertaken by the Club.
 - (d) to borrow or raise money on such terms and on such security as may be thought fit.
 - (e) To invest the moneys of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
 - (f) To provide (directly or by contractor or otherwise) refreshments and general catering facilities for members and visitors including the provision of alcoholic beverages (subject to any licensing requirements) or such other goods, materials or services that are appropriate to the objects of the Club.

- (g) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- (h) To do all such other things as are incidental to the attainment or furtherance of the said objects or any of them.

Provided that:

- (i) in case the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with or invest the same in such manner as allowed by law
 - (ii) The Club's objects shall not extend to the regulation or relations between workers and employers or organisations of workers and organisation of employers.
 - (iii) In case the Club shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Club shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Club shall be chargeable for nay such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Club shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body, but they shall as regards any such property, be subject jointly and separately to such control or authority as if the Club were not incorporated.
4. The income and property of the Club shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Club and no member of its Council of Management or Governing Body shall be appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club.

Provided that nothing herein shall prevent any payment in good faith by the Club:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Club (not being a member of its Council of Management or Governing Body) for any services rendered to the Club;
 - (b) of interest at a rate not exceeding 6 per cent per annum or such other rate of interest that may be lawful which may be determined from time to time by the Club in general meeting on money lent or reasonable and proper rent for premises demised or let by any member of the Club or of its Council of Management or Governing Body;
 - (c) to any member of its Council of Management or Governing Body of out-of-pocket expenses incurred with the authority of the Council or Club in General Meeting and subject to any limitation imposed thereby;
 - (d) to a company of which a member of the Club or of its Council of Management or Governing Body may be a member.
5. The liability of the members is limited.
6. Every member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributions among themselves, such amount as may be required not exceeding £10.00.

THE COMPANIES ACTS 1948 TO 1981

and

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

SOUTH CAERNARVONSHIRE YACHT CLUB LIMITED

(As altered by Special Resolution passed on the 19 day of August 1989)

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not consistent with the subject or context:

WORDS	MEANINGS
The Act	The Companies Act 1948
The Statutes	The Companies Acts 1948 to 1981, and every other Act for the time being in force concerning companies and affecting the Company
These presents	These Articles of Association, with any amendments thereto from time to time in force
The Club	The above-named Company
The Council	The Council of Management for the time being of the Club
The Office	The registered office of the Club
The Rules	The Rules for the conduct of members of the Club and any visitors as at present in force or as amended or adopted from time to time as provided in these presents
The Seal	The common seal of the Club

WORDS**MEANINGS**

The Act	The Companies Act 1948
The United Kingdom	Great Britain and Northern Ireland
The Flag Officers	The Commodore, Vice Commodore, Rear Commodore, Captain and Rear Commodore (Finance)
Month	Calendar month
In writing	Written, printed or lithographed, partly one and partly another, and other modes of representing or producing words in a visible form.

And words importing the singular number shall only include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender; and;

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context bear the same meanings in these presents.

2. The number of members with which the Club proposes to be registered is 2,000 but the Council may from time to time register an increase of members.
3. The provisions of section 110 of the Act shall be observed by the Club, and every member of the Club shall either sign a written consent to become a member or sign the register of members on becoming a member.
4. The Club is established for the purposes expressed in the Memorandum of Association.
5. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Club.
6. A member shall be such person as signs an application for membership is admitted to membership and pays the entrance fee and the annual subscription as a voting member in accordance with the Rules SAVE THAT a person who is at the date of incorporation of the Club a full member of SCYC in accordance with its rules then in force shall not be required to pay an entrance fee if he applies for membership within twelve months of the date of incorporation.

7. Every candidate for membership (other than a member of SCYC who applies for membership within twelve months of the date of incorporation) shall complete an application form giving details required by The Council, such application being signed by a proposer and seconder. The application must be accompanied by the entrance fee and appropriate subscription. The Council or a sub-committee thereof having delegated power shall consider all applications for membership and shall within seven days of decision notify the applicant whether or not he has been admitted to membership; if the applicant is admitted to membership his name and other particulars shall be entered in the register of members, otherwise his entrance fee and subscription shall be returned.
8. Any member who wishes to retire shall notify the Secretary in writing and such notice shall be submitted to the next meeting of the Council or any sub-committee authorised to deal with such notices and provided that the member wishing to retire is not in arrears with his subscription nor have any other debt to the Club his retirement shall be effective from 30 September following that meeting but a member cannot retire whilst any moneys are owed to the Club by the member.
9. The Rules may provide for associate membership of the Club but any such associate member shall not have any liability under the terms of these presents or otherwise except as provided in The Rules nor shall such associate member have any rights to attend or vote at meetings of the Club.

GENERAL MEETINGS

10. The Club shall hold:
 - (a) A General Meeting in every calendar year as its Annual General Meeting at such time and place as maybe determined by the Council and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding annual General Meeting.
 - (b) A General Meeting in Absersoch (or such other place where the Club may have its sailing headquarters) during the month of August in each year and such meeting shall be called "the Special General Meeting" for the year in which it is held the first such Special General Meeting being held in 1985 and for the purposes of the Statutes the Special General Meeting shall be an Extraordinary General Meeting of the Club.
11. All General Meetings, other than Annual General Meetings and Special General Meetings shall be called Extraordinary General Meetings.
12. The Council may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.

13. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Statutes entitled to receive such notices from the Club; but with the consent of all the members having the right to attend and vote thereof or of such proportion of them as prescribed by the Statutes in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

15.
 - (a) At the Annual General Meeting members shall consider the income and expenditure account and balance sheet of the Club together with the reports of the Council and of the Auditors and shall appoint and fix the remuneration of the auditors.
 - (b) At the Special General Meeting members shall elect members of the Council and a Treasurer as required; appoint the Flag Officers, Vice Captain and such honorary officials as the members may authorise to hold Office for the following year commencing 1 October.
 - (c) All other business of the Club transacted at an Annual General or Special General Meeting and all business conducted at an Extraordinary General Meeting other than the Special General Meeting shall be deemed special.
16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided twenty five members personally present shall be a quorum.
17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine.
18. The Chairman shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, the Vice Chairman shall preside otherwise the members present shall choose some member of the Club who shall be present to preside.

19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
21. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least twenty members present in person or by proxy, or by a member of members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minute book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
21. Subject to the provisions of Article 22, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
22. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second casting vote.
24. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

25. Subject as hereinafter provided, every member shall have one vote.
26. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Club in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

COUNCIL OF MANAGEMENT

32. Until otherwise determined by a General Meeting, the number of the members of the Council shall be not more than 8 elected members together with the Treasurer, Flag Officers and Vice Captain appointed at the Special General Meeting who shall be ex-officio members of the Council.
33. The first members of the Council shall be the subscribers to the Memorandum of Association who will be deemed to be the elected members and such persons as hold the offices specified in Article 32 in SCYC on 28 August 1984.
34. The Council may from time to time and at any time appoint any member of the Club as an elected member of the Council, either to fill a casual vacancy or by way of addition to the Council provided that the prescribed maximum of elected members be not thereby exceeded. Any member so appointed shall retain his office only until the next Special General Meeting, but he shall then be eligible for re-election.
35. No person who is not a member of the Club shall in any circumstances be eligible to hold office as a member of the Council.

TREASURER

36. The Rear Commodore (Finance) shall be the Treasurer of the Club and shall be appointed by the Club in special General Meeting. He shall hold office on the same terms (other than length of term of office) as an elected member of the Council. The Rear Commodore (Finance) shall be the officer responsible for the Club's financial arrangements and accounts subject to the decisions of the Council to the members in General Meeting. No maximum term of office shall apply to the office of Rear Commodore (Finance).

POWERS OF THE COUNCIL

37. The business of the Club shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit, and may exercise all such powers of the Club and do on behalf of the Club all such acts as may be exercised and done by the Club, and as are not by the Statutes or by these presents required to be exercised or done by the Club in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such Rules or bye-laws, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in General Meeting; but no Rule or bye-law made by the Club in General Meeting shall invalidate any prior act of the Council which would have been valid if such Rule or bye-law had not been made.

38. The Members for the time being of the Council may act notwithstanding any vacancy in their body' provided always that in case the members of the Council shall at any time be or be reduced in number to less than four elected members it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Club, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

THE RULES

39. The Council shall prepare rules and bye-laws governing the conduct of Club activities and the use of the Club facilities by Members. Associate Members and visitors and the payment of subscriptions or other fees, the conduct of members and others visiting the premises of the Club or participating in activities or competitions organised or supervised by the Club and such other matters as are appropriate in carrying out the objects of the Club. Such rules or bye-laws may be contained in more than one document and shall be approved by the members in General Meeting and may be revised or replaced in similar fashion. Copies of such rules or bye-laws shall be available for inspection at all times by members, associate members or visitors but the Council shall not be required to supply individual copies to members except upon the payment of a fee which shall be determined by Council from time to time.

SECRETARY

40. Subject to section 21(5) of the Companies Act 1986 the Secretary shall be appointed by the Council for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

41. The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Council or a properly constituted committee under the provisions of Article 53 which has been authorised to affix the Seal, and in the presence of at least two members of the Council or Committee and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Club such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

42. The office of a member of the Council shall be vacated:
- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
 - (b) If he becomes of unsound mind.
 - (c) If he ceases to be a member of the Club.
 - (d) If by notice in writing to the Club he resigns his office.
 - (e) If he ceases to hold office by reason of any order made under section 188 of the Act.
 - (f) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act.

There shall be no retiring age for members of the Council and Section 185 of the Act shall not apply.

ROTATION OF MEMBERS OF THE COUNCIL

43. At first Special General Meeting and at the Special General Meeting to be held in every subsequent year, one-half of the elected members of the Council for the time being, or if their number is not a multiple of two then the number nearest to one half, shall retire from office.
44. The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Council shall be eligible for re-election after has served a term of two years but not after he has served for a continuous period of four years but such member may be re-elected after an absence from Council membership of not less than one year.
45. The Club may, at the meeting at which a member of the Council retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if eligible and offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

46. All persons standing for election at the Special general meeting must submit their completed nomination forms to the office at SCYC no less than 28 days prior to the Meeting. Such nomination forms must include a proposer and a seconder and must be countersigned by the person to be proposed to indicate his/her willingness to be elected. The proposer and seconder must both be fully paid up members of the Club.
47. The Club may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.
48. In addition and without prejudice to the provisions of section 184 of the Act, the Club may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; any person so appointed shall retain his office so long as the member in whose place he is appointed would have held the same if he had not been removed.

CHAIRMAN AND VICE CHAIRMAN

49. The Commodore and Vice commodore for the time being shall be respectively the Chairman and Vice Chairman.
50. The Chairman or in his absence the Vice Chairman shall preside at all meetings of the Council provided that in the absence of both officers the Council shall appoint a Chairman for the meeting.

PROCEEDINGS OF THE COUNCIL

51. As amended by Resolution 8 of the AGM 11 April 2104. The Council shall not hold less than six meetings in any year ending 30 September and a period of not more than three months may elapse between any two meetings SUBJECT THERETO the Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction or business. Unless otherwise determined, seven (7) Council Members shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
52. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by not less than seven days notice served upon the several members of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.

53. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Club for the time being vested in the Council generally.
54. The Council may delegate any of their powers to committees consisting of such member or members of the Council and such other members of the Club as they think fit and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superceded by any regulations made by the Council.
55. All acts bona fide done by any meeting of the Council or any committee of the Council, or by any person acting as a member of the Council shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person or committee acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council or committee.
56. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Club and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

ACCOUNTS

57. The Council shall cause accounting records to be kept in accordance with the requirements of the Statutes.
58. The accounting records shall be kept at the office, or, subject to the provisions of the Statutes, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
59. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of members not being members of the Council, and no member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Club except as conferred by statute or authorised by the Council or by the Club in General Meeting.

60. At the Annual General Meeting in every year the Council shall in accordance with the provisions of the Statutes lay before the Club a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Club) together with a proper balance sheet made up as at the same date . Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the next meeting, subject nevertheless to the provisions of section 158(1)(c) of the Act to be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 14 of the Companies Act 1967.

AUDIT

61. In accordance with the provisions of the Statutes once at least in every year the accounts of the Club shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more proper qualified Auditor or Auditors.
62. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes, the members of the Council being treated as the Directors mentioned in those provisions.

NOTICES

63. A notice may be served by the Club upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members PROVIDED THAT members may elect by notice in writing to the Secretary to have an alternative address for service during the months of April to September inclusive if such alternative address is within the districts of Arfon or Dwyfor District Council.
64. Only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Club.
65. Any notice, if served by post, shall be deemed to have been served on the second working day following that on which the letter containing the same is put into the post, and in providing such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

INDEMNITY

66. Every member of the Council, agent, properly appointed and authorised member of any committee of the Council, auditor, secretary or other office for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal instituted against him in consequence of any act or omission whilst carrying out his authorised duties on behalf of the Club, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is given to him by the Court.

DISSOLUTION

Rule 67 – As amended by the Special General Meeting 2104.

The members may vote to wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened general meeting.

Council will then be responsible for the orderly winding up of the Club's affairs.

After settling all liabilities of the Club, Council shall dispose of the net assets remaining to one or more of the following:

- i) to another Club with similar sports purposes which is a registered charity and/or
- ii) to another Club with similar sports purposes which is a registered CASC and/or
- iii) to the Club's governing body for use by them for related community sports.