

Swansea Yacht and Sub Aqua Club

Constitution

Including Schedule 1 (Code of Behaviour), Schedule 2 (Disciplinary Procedures),
Schedule 3 (Financial Provisions), and Schedule 4 (Berthing Regulations)

DRAFT FOR CONSULTATION

September 2023

SWANSEA YACHT AND SUB AQUA CLUB

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The Constitution Rules and Regulations

1. Name Of the Club.

The name of the Club shall be the:

SWANSEA YACHT AND SUB AQUA CLUB (SYSAC)

2. Address Of the Club.

Pockett's Wharf East Burrows Road Swansea SA1 1RE

3. The Aims and Objects of the Club

The objects of the Swansea Yacht and Sub Aqua Club (hereinafter called 'the Club') shall be as follows:

- (a) The furtherance and encouragement of yachting boating and sub aqua diving with their associated nonpolitical sporting recreational and social activities.
- (b) To help provide people of all ages with the training confidence knowledge and skill to enjoy and confront as safely as possible the challenges of the sea.
- (c) To provide and maintain a suitable Clubhouse and sub-aqua base at Pockett's Wharf, East Burrows Road, Swansea aforesaid and the adjoining Swansea Yacht and Sub Aqua Club Marina at the River Tawe and the boatyard for the use of the appropriate class of Members.
- (d) To use all profits and surpluses earned by the Club for the improvement and maintenance of the said Club. For the avoidance of doubt the Club is a non-profit making organisation and no profits or surplus will be distributed.

4. Terms And Definitions.

The following expressions used shall have the associated meanings: -

- (a) "The Executive Committee" (hereinafter called 'the Committee') shall mean the governing committee of the club consisting of the properly elected 12 officers particularly referred to herein.
- (b) "The Club Rules" shall mean this constitution, the schedules, and any amendments or regulations authorised by the Members at an Annual General Meeting or a Special General Meeting.
- (c) "The Annual General Meeting" (AGM) shall be a meeting of the full members of the Club.
- (d) "A Special General Meeting" (SGM) shall be a meeting the Executive Committee must call if properly requested by a Notice served on the Committee and signed by at least 25 full members or a meeting called by the Committee to discuss specific matters which need to be reported to and/or decided by the Membership
- (e) "A General Meeting" is a meeting of Members which does not come within the the definition of an AGM or SGM and which is not called to make decisions but to inform Members of important matters affecting the Club or to discuss general affairs of the Club

(f) "A Special Majority" unless otherwise specified shall mean two thirds of those entitled to vote.

5. The Club Year.

The club year shall run from the 1st of March to the last day of February.

6. Club Insignia and Colours.

(a) The Club Flag shall be the British Red Ensign

(b) The Club Burgee shall be a blue triangular flag with a maroon band from each corner to the centre, a yellow ship's wheel in the centre and the initials 'SYSAC' in white on the hoist.

7. Conduct Of Members

Every member upon becoming a member undertakes to comply with the Constitution and all the rules and regulations and bye-laws therein.

8. Data Protection

Acceptance of its Rules and membership of the Club constitute acceptance and consent to the holding of relevant personal data for the purpose of the Data Protection Act 2018

9. Members' Duty To Provide Addresses.

9.1 Email Address

Each Member shall register with the Honorary Secretary, if he or she has such, his or her email address for the purpose of notices and correspondence.

9.2 Postal Address

Each Member shall register with the Honorary Secretary a postal address for the purposes of notices and correspondence.

9.3 Change of Address

Each Member shall notify the Honorary Secretary promptly in writing of any change in his or her email address and in his or her postal address for notices and correspondence and any circumstances (including an additional residential or business address) which may alter the right to be in a particular category of membership.

10. Notices And Correspondence

(a) Notices or correspondence (including without limitation in relation to General Meetings) may be sent by the Club to a Member either at such email address provided by him or her to the Club or at his or her postal address as notified to the Club from time to time.

(b) Generally, any such notice or correspondence will be sent by the Club to the Member at his or her email address unless none has been provided or the Member has applied in writing to the Honorary Secretary for the same to be sent by post.

- (c) Notices and correspondence dispatched by post to a Member's address shall be deemed to have been received and properly delivered to such Member no later than seven days after the same were posted.
- (d) Notices and correspondence sent by email to a Member's email address shall be deemed to have been received and properly delivered to such Member 24 hours after the same were sent.

11. Maximum Numbers of Membership

- (a) The maximum total number of members (i.e., in all classes) will be set from time to time by the Committee.
- (b) The maximum number in the Cadet and Student member classes will be set from time to time by the Committee.
- (c) The maximum number in the Social Member class will be set from time to time by the Committee but shall not at any time exceed 40 percent of the total number of members of the club.
- (d) The maximum number in the Associate Member class will be set from time to time by the Committee but shall not exceed 10 percent of the total number of members of the club.
- (e) The maximum number in the Temporary Member class will be set from time to time by the Committee but shall not at any time exceed 10 percent of the total number of members of the club.

12. Retiring From Membership

- (a) A member who is desirous of retiring from membership shall give notice in writing to the Honorary Secretary and if such notice is received before the last day of January such retiring member shall not be liable to pay the subscription for the following year.
- (b) The Committee may cancel, without notice being given, the membership of any member whose annual fees are more than three months in arrears provided that the Committee may at its discretion re-instate such member upon payment of the arrears if sufficient cause for such arrears is shown.
- (c) No member whose annual payment is in arrears may enter into any Club activities nor vote at any meeting.

13. Membership Eligibility and Classes of Membership

13.1 Eligibility.

- (a) Membership of the club is open and not restricted to any person on the grounds of gender, sexual orientation, race or of political, religious or other opinions who is prepared to accept and support the objectives of the club.
- (b) All persons over the age of eighteen are eligible to apply for full membership of the club and there is special provision for cadet members from the age of ten to sixteen and student members from the age of sixteen to eighteen.
- (c) Membership of the club is subject to the Constitution and Schedules of the Club and to the rules and regulations either stated or implied therein and as amended

from time to time and each member in accepting membership agrees to comply with and be governed by the same.

13.2 Full Ordinary Members

A Full Ordinary Member is one who has paid the full membership fee, and whose subscriptions are paid to date, and who therefore has attendance speaking and voting rights at the Club's AGM and SGM and other meetings and can use the Clubhouse facilities of the Club

13.3 Full Diving Member

A Full Ordinary Member is one who has paid the full membership fee and has also joined the diving section, in accordance with the rules and requirements of both, whose subscriptions are paid to date, and who therefore has attendance speaking and voting rights at AGM and SGM meetings and at all Diving Section Meetings.

13.4 Full Berthing Member

A Full Ordinary Member is one who has paid the full membership fee, and also joined the Berthing Section, in accordance with the rules and requirements of both, whose subscriptions are paid to date, and who therefore has attendance speaking and voting rights at AGM and SGM Meetings and at all Berthing Section Meetings.

13.5 Berthing Members Special Obligations

- (a) Berths owned or administered by the Club are subject to the conditions as shown on the Annual Berthing Agreement, and as amended from time to time by the Committee.
- (b) Non-compliance with such conditions may lead to the withdrawal of berthing rights from the member by the Committee.
- (c) Holders of debentures (should they be issued) in the Marina (Tawe River) shall be consulted about any alteration to the rules affecting them. Only they shall vote on changes affecting their moorings.
- (d) It shall be the duty of the member holding an Annual Berthing Agreement to ensure that any person(s) having an interest in a boat moored with the Club whether as a partner a shareholder or stakeholder of whatsoever kind, shall also be a full voting member of the Club. (Non-compliance with such conditions may lead to the withdrawal of berthing rights from the member by the Committee).
- (e) Only Members having a berth in the Club's Marina shall have access to and be allowed to use the Boatyard and accompanying facilities.

13.6 Associate Members

- (a) Persons working or living in close proximity to the Club being members of organisations or community residences as approved by the Club Committee.
- (b) Persons being members of another bona-fide Yacht, Boat, Sub Aqua Diving Club or similar club.
- (c) Swansea Marina Berth holders' visitors and their crew during the period from 1st May to 30th September in any year.

- (d) The number of associate members shall not exceed ten percent of the total membership.
- (e) Such members shall not be allowed to speak nor vote at any Club meeting or election.
- (f) Such members may be allowed a discount at the bar on production of their membership card of the Yacht or Diving Club organisation to which they belong

13.7 Honorary Members

- (a) An Honorary Member shall be any person elected by the Committee to become an Honorary Member for a period not exceeding twelve months.
- (b) Honorary members shall not pay any joining fee or subscription and shall be eligible for re-election.
- (c) Such Honorary member shall not be eligible to vote at a Club AGM or SGM nor stand on any committee nor to introduce any visitor to the Club.

13.8 Honorary Life Members

- (a) Honorary Life members are Members who may be elected at an AGM for services rendered to the Club or for any other purpose considered worthy as the AGM shall determine.
- (b) Such members shall not pay any annual subscriptions.
- (c) Honorary Life members may not sit on the Committee

13.9 Honorary Senior Members

- (a) Members who are aged 80 years or over on the 1st of January in any particular year and have been full members of the club for at least the 5 years previous to that year, who have made application to the Secretary to be elected as such and who's application has been accepted by the Honorary Secretary, may be considered as Honorary Senior Members.
- (b) Such members shall not pay any annual subscriptions.

13.10 Senior Members

- (a) Members who are of pensionable age on the 1st of January in any particular year and have been full members of the club for at least the 5 years previous to that year, who have made application to the Secretary to be elected as such and which application has been accepted by the Honorary Secretary, may be considered as Senior Members.
- (b) Such members shall pay a reduced annual subscription at a rate which shall be set by the Committee from time to time.

13.11 Joint Members

- (a) A joint member shall be the adult partner of an ordinary full member such joint member living in the same household, at the same address, as the ordinary member.
- (b) A joint member shall pay a reduced subscription as set from time to time by the Committee.

- (c) A joint member shall not vote at any club election unless they shall pay such additional fee as set by the Committee and which shall be current at the time.

13.12 Cadet Members

- (a) A cadet member is a member between the ages of ten and sixteen who is in full time education.
- (b) Such cadet member shall not have a vote at the Club's AGM or any SGM or other Club meeting.

13.13 Student Members

- (a) A student member is a member between the ages of sixteen and eighteen who is in full time education at a recognised school college or university.
- (b) Student members do not have a vote at the Club's AGM or any SGM or any other Club meeting or election.

13.14 Social Members

- (a) A social member is a member who supports the objectives and goals of the Club and who wishes to use the Club's Clubhouse facilities and to further their interest in the Club's activities.
- (b) Social members do not have voting or speaking rights in any AGM, SGM or other Club meetings or elections.
- (c) The number of Social members shall not exceed thirty percent of the total membership.

13.15 Overseas Members

An overseas member is any full or joint member of the Club travelling abroad for a period of twelve months or more and who does not wish to resign or lapse their membership and who pay their fully membership fees whilst they are abroad

13.16 Temporary Members

Temporary Members shall pay a subscription fee, such fee being the sum agreed from time to time by the Committee for temporary membership and shall be one or more of the following:

- (a) Visiting yachtsmen and their crew members staying within ten miles of the Clubhouse. may be admitted to the Club as temporary members after a period of two days after receipt by the Membership Secretary of a completed nomination form signed by a proposer who is a full member of the Club and seconded by another full member. In addition, such application has to be approved by at least two members of the Committee.
- (b) Boat Owners.
 - (i) Boat Owners introduced by local Boat Brokers (a boat broker being someone who buys and sells boats and handles the administrative responsibilities that need to be completed in respect of those processes) for a period of time as specified by the Committee.
- (c) Members Of His Majesty's Armed Forces.

- (i) The Committee shall have the power to invite members of His Majesty's Armed Forces who are visiting the area to make use of the Clubhouse facilities subject to an application being made as provided above.
- (d) The Committee may at any meeting elect any persons as temporary members for such period or periods as it shall deem fit subject to an application being made as provided above.
- (e) Temporary members shall not be entitled to take part in the management of the Club nor take part in any vote or ballot or act as an officer or be on any committee of the Club nor have any interest in or be entitled to participate in any of the effects or property belonging to the Club.
- (f) The Executive Committee may remove any temporary membership provided that there is a quorum of that Committee and a two thirds majority agree to the removal.
- (g) No temporary membership is to exceed a period of six months. After that period of time a temporary member must either apply for full membership or leave the Club.

13.17 Rights Of Members Generally.

Members have the following rights (unless in a class of membership specifically excluded from that right.) further defined herein, and providing they conform to any conditions of the right as further defined herein.

- (a) To be admitted to the clubhouse.
- (b) To be admitted to and to use any other facilities of the club allowed for the class of membership in which that member falls
- (c) In accordance with the rules of such to nominate or support candidates for membership.
- (d) To receive notification of and to attend General Meetings
- (e) To vote on any resolution to be proposed at a General Meeting
- (f) To be eligible for election or appointment to the Committee
- (g) To nominate in accordance with the correct procedure a Full Member for election to the Committee
- (h) To vote in a ballot for the election of members of the Committee
- (i) To be eligible (if meeting the specific criteria for the office) to serve on the Committee or any other committees of the club.
- (j) To join with four other Members entitled to vote in requisitioning the consideration of a resolution at an AGM.
- (k) To raise with four other Members entitled to vote a specific matter for discussion at an AGM.
- (l) To join with at least 25 other Members entitled to vote in requisitioning the Committee to call a SGM
- (m) To share in the property and assets of the Club upon Dissolution

14. Candidates For Membership

14.1 Nomination For Election To Membership

- (a) A person wishing to become a member of the club must be aged 18 or over.
- (b) Must be permanently resident within a fifty-mile radius of the club house.
- (c) Must be nominated by such number of Members entitled to vote and subject to such other conditions as the Committee may from time to time stipulate.
- (d) The nomination must be submitted on a form provided, and in a manner laid down from time to time, as prescribed by the Honorary Secretary
- (e) It shall state the class of membership for which the candidate is applying.
- (f) It shall include the name address and occupation of the candidate.
- (g) It must have been signed by a proposer and seconded by two full members who know the applicant personally and signed by the applicant.

14.2 Special Provision for candidates under 18 years.

Cadet candidates aged 10 to 16 and Student Candidates aged 16 to 18 are not subject to election but shall apply by letter, (stating their reasons for wishing to become members) directly to the Honorary Secretary who will place the application before the Committee for consideration.

14.3 Election Of Members.

The election of members is vested in the Committee

14.4 Notification of Election

The Membership Secretary shall inform each candidate electronically (or in writing by post if required) of their acceptance or non-acceptance and shall furnish an elected candidate with a welcome pack which will include amongst other things the electronic link to a copy of the Club Constitution (a printed copy shall be provided if requested) and a request for payment of any appropriate fee(s).

14.5 Payment of Fees

- (a) The candidate must pay the membership fee within one calendar month of election.
- (b) If the fee is not paid within that time, then unless the candidate can show sufficient cause for the delay, the election shall be void.

14.6 Failure to Pay Entrance Fee and Subscription

- (a) The election of a Member who fails to pay the subscription within one calendar month of election shall be automatically void.
- (b) If within a period of two month after the date by which payment should have been made the Committee is satisfied first that the failure to make a payment was due to a reason beyond the defaulter's control and should be excused, and secondly that all sums due have been tendered to the Club, the Committee shall be entitled to reinstate such person as a Member.

14.7 Member's Duty To Provide An Up-To-Date Address

Each Member shall within fourteen days:

- (a) Of notification of acceptance of membership register with the Honorary Secretary, if he or she has such, his or her email address for the purpose of notices and correspondence.
- (b) Of notification of acceptance of membership register with the Honorary Secretary a postal address for notices and correspondence.
- (c) Notify the Honorary Secretary in writing of any change in his or her email address and in his or her postal address for notices and correspondence and any circumstances which may alter the right to be in a particular category of membership.

14.8 Notices and Correspondence

- (a) From time-to-time notices or correspondence (including without limitation in relation to General Meetings) may be sent by the Club to a Member either at such email address provided by him or her to the Club or at his or her postal address.
- (b) Generally, any such notice or correspondence will be sent by the Club to the Member at his or her email address unless none has been provided or the Member has applied in writing to the Honorary Secretary for the same to be sent by post.
- (c) Notices and correspondence dispatched by post to a Member's address shall be deemed to have been received and properly delivered to such Member no later than seven days after the same were posted.
- (d) Notices and correspondence sent by email to a Member's email address shall be deemed to have been received and properly delivered to such Member 24 hours after the same were sent.

15. Termination And Re-Instatement Of Membership

15.1 Retiring From Membership.

A member who is desirous of retiring from membership shall give notice in writing to the Honorary Secretary and if such notice is received before the last day of January then such a retiring member shall not be liable to pay the subscription for the following year.

15.2 Resignation.

Any Member may resign from the Club at any time by giving notice in writing to the Honorary Secretary. The notice shall take effect at the end of the calendar year in which such notice is given. In no event shall any refund be made of any part of the Annual Subscription or Entrance Fee, or other moneys paid by the Member.

15.3 Failure to Pay Annual Subscription

- (a) If a Member's Annual Subscription remains unpaid on 1 April, then his or her membership shall automatically terminate but without prejudice to any liabilities and obligations existing at that time.

- (b) The Honorary Secretary or Committee may at their discretion re-instate the membership of any member, whose annual fees are no more than three months in arrears, upon payment of the arrears and if sufficient cause for such arrears is shown.
- (c) No member whose annual payment is in arrears may enter into any Club activities nor vote at any meetings.

15.4 Termination of Honorary Life Membership and Honorary Membership

The Committee may at any time terminate an Honorary Life Membership or an Honorary Membership by notice in writing to the Member concerned.

15.5 Failure to Maintain Harmony of the Club

If all twelve members of the Committee in an executive committee meeting unanimously feel that the presence of a member, is or has, become contrary to the well-being and good harmony of the club and its members then:

- (a) It shall invite the member concerned to a full Committee meeting to explain and discuss the circumstances that have given rise to the meeting.
- (b) If the Committee feel unanimously any explanation offered is adequate, then the matter shall be closed.
- (c) If the Committee feel unanimously that any explanation offered is inadequate, then it may invite the member to resign from the club.
 - (i) If the invitation is accepted the Committee shall return at its discretion the member's fees and subscriptions for the year or part of the year still remaining and shall terminate the members right of membership
 - (ii) If the invitation is declined the Committee may proceed to a Disciplinary action without prejudice.

15.6 Reinstatement of Membership

The Committee may, subject to such conditions as it sees fit, consider the re-in statement of any member whose membership of the club has been terminated or has resigned.

16. Disciplinary Action Against Members

Any breach of the constitution or any conduct which in the opinion of the Committee is either unworthy of a member or otherwise injurious to the interests of the Club shall render a member liable to disciplinary action by the Committee which may include expulsion or suspension of membership (the protocol for such disciplinary action is that as set out in Schedule 2.

17. Expulsion Suspension and Reprimand

The provisions relating to expulsion suspension and reprimand are those as set out in Schedule 2

18. Flag Officers.

- (a) The Flag Officers of the Club shall consist of a Commodore, Vice Commodore and Rear Commodore
- (b) The Commodore, Vice Commodore and Rear Commodore shall be deemed 'Flag Officers' of the Club, as defined by current flag etiquette.
- (c) To hold such Office, The Commodore, Vice Commodore and Rear Commodore must (unless otherwise provided herein) have first served on the Executive Committee for a continuous period of not less than 9 months.
- (d) The three Flag Officers shall also serve as Executive Officers of the Club.

19. Executive Officers.

19.1 Number of Officers

There shall be twelve executive officers consisting of

- (a) The Commodore, Vice Commodore and the Rear Commodore
- (b) The Honorary Treasurer and the Honorary Secretary
- (c) The Membership Secretary
- (d) Two diving section full members of the club who have been elected to stand on the Committee by an AGM of the Diving Section
- (e) Two berth holder section members full members who have been elected to stand on the Committee by an AGM of the Berth Holders Committee.
- (f) Two ordinary full members of the club

20. Composition of the Executive Committee

The Executive Committee of the Club shall consist of the twelve executive officers herein defined.

21. Duties Of Executive Officers

21.1 The Commodore

The Commodore shall:

- (a) Chair the AGM all SGM's and Committee meetings.
- (b) Have overall responsibility for all matters of management finance and the well-being of the Club and
- (c) In particular be responsible for Staff Training and Health and Safety matters.

21.2 The Vice Commodore.

The Vice-Commodore shall:

- (a) Assist the Commodore in his or her duties, deputising for the Commodore when necessary.
- (b) Assist in the general running of the Club.
- (c) Bring any other matters of member's concern to the Committee.
- (d) In particular be responsible for bringing to the notice of the Committee matters concerning the management and the running of the Bar

21.3 The Rear-Commodore.

The Rear-Commodore shall:

- (a) Assist the Commodore and Vice Commodore in their duties, deputising for them when necessary.
- (b) Assist in the general running of the Club.
- (c) Bring any other matters of member's concern to the Committee.
- (d) In particular be responsible for bringing to the notice of the Committee matters concerning the management and running of the Galley.

21.4 The Honorary Secretary.

The Honorary Secretary shall:

- (a) Conduct all correspondence of the Club and the Committee
- (b) Keep custody of all documents of the Club
- (c) Ensure full minutes of all Club meetings are kept and confirmed and signed by the Commodore upon the agreement of the Club or the Committee at the next following meeting of the Club or the Committee as appropriate.
- (d) Administer such insurance policy or policies as may be needed to fully protect the interests of the Club its Officers and its Members.
- (e) Communicate the decisions of the Committee to the Club Members
- (f) Maintain any certificates or registrations and complete any such non-financial returns as may be required by law.
- (g) Organise and give the Members Notice of any AGM or SGM

21.5 The Honorary Treasurer.

The Honorary Treasurer shall:

- (a) Be responsible to the Committee for developing the financial policies of the Club and overseeing its Financial affairs and in particular the presentation of the annual accounts at the AGM.
- (b) Be a necessary authorising signatory to all financial documents transactions and money transfers of any kind.
- (c) Assist in the general running of the club.
- (d) Cause such books of account to be kept as are necessary to give a true and fair view of the state of the finances of the Club.
- (e) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
- (f) Make such payments on behalf of the Club as the Committee shall direct.
- (g) Prepare an annual financial statement each year and cause such financial statement to be reviewed at least once annually and shall thereafter cause the same to be sent electronically or by post to all members of the Club at least 14 days before the date of the Annual General Meeting

21.6 The Membership Secretary.

The Membership Secretary shall:

- (a) Assist in the general running of the club.
- (b) Receive all applications for membership.
- (c) Place such applications on the Club's Notice Board situated in the Clubhouse.
- (d) Interview the Applicants
- (e) Arrange for the Applicants to attend a meeting with the Committee.
- (f) Discuss the outcome of their applications with the Committee.
- (g) Inform the Applicants of their acceptance and request the appropriate fees.
- (h) Send the Applicants an introduction pack informing them of the Club's Rules and any other information concerning their membership etc.
- (i) Keep a list of the names and addresses and electronic addresses (if applicable) of all members.

21.7 The Berth-holder Representatives.

The Berth-holder Representatives shall:

- (a) Assist the Commodore Vice Commodore and Rear commodore in their duties.
- (b) Assist in the general running of the club.
- (c) Bring any matters of members' concern to the attention of the Committee.
- (d) In particular be responsible for bringing to the notice of the Committee matters concerning the management and running of the Berth-holder's Section.

21.8 The Diving Representatives.

The Diving Representatives shall:

- (a) Assist the Commodore Vice Commodore and Rear commodore in their duties.
- (b) Assist in the general management and running of the club.
- (c) Bring any matters of members' concern to the attention of the Committee.
- (d) In particular be responsible for bringing to the notice of the Committee matters concerning the management and running of the diving Section.

21.9 The Ordinary Member Representatives.

The Ordinary Representatives shall:

- (a) Assist the Commodore Vice Commodore and Rear Commodore in their duties.
- (b) Assist in the general running and management of the club.
- (c) Bring any other matters of members' concern to the attention of the Committee.
- (d) In particular be responsible for bringing to the notice of the Committee any matters brought to their attention by any member of the Club.

22. Executive Members De-facto Offices

22.1 De-Facto Offices

- (a) The Commodore Honorary Secretary and Honorary Treasurer shall be considered de-facto members of all Sub-committees and Working parties.
- (b) The Committee may appoint any member of the Committee to sit de-facto on any sub-committee or working party.

23. Election Of The Executive Officers.

The members of the Committee shall be elected as follows:

23.1 Commencement of Office

- (a) All terms of office shall be considered as commencing on the first day of April of the year in which the election is held.
- (b) Unless otherwise specified all officers shall be elected by show of hands held at the AGM.
- (c) No Trustee of the club may be a member of the Committee

23.2 Nomination of Candidates.

- (a) Two full members entitled to vote may nominate a Full Member who is willing and eligible to serve on the Committee on a form provided and in a manner laid down from time to time by the Honorary Secretary.
- (b) The form shall contain such information as decided by the Committee.
- (c) The form must be dated and signed by the nominating members and the nominee.
- (d) The form must be returned to the Honorary Secretary duly completed at least 5 working days before the date of the AGM at which the vote is to take place.
- (e) A member may make a nomination in each category of office being balloted.
- (f) A member may make only one nomination in each category.
- (g) If the number of candidates for election to a vacancy is greater than one, then there shall be a vote by show of hands for that vacancy.
- (h) If the number of candidates for election to a vacancy is equal to one then that candidate shall be deemed to be elected if two thirds of those present entitled to vote at the AGM vote in favour of such election.
- (i) In the event of the ballot failing to determine the member of the Committee because of an equality of votes then:

- (i) Initially a second ballot will be taken.
- (ii) If after the second ballot the equality of votes still exists, then the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.

23.3 Election of Office of Commodore

- (a) If no submission nominating a candidate and supported and countersigned by at least 25 full members has been received by the Honorary Secretary proposing that the office of Commodore be subject to election at the next AGM and not more than 4 weeks or less than 2 weeks before the date of that AGM then the Vice-Commodore and only the existing Vice-Commodore shall automatically progress to fill the post of Commodore on the retirement of the existing Commodore.
- (b) The Commodore if not being automatically succeeded by the existing Vice Commodore shall be elected by ballot at the AGM for a period of two years and unless re-elected as in 9.3.1 above he will retire at the end of that period.
- (c) Any retiring Commodore shall not be eligible for re-election to any Committee until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of commodore more than four times in total.
- (d) The office of Commodore shall be vacated prior to the expiry of its normal term, and a casual vacancy shall occur, only by death, incapacity, resignation, suspension, expulsion or by a resolution passed at a General Meeting by a two thirds Majority in favour of removing the Commodore from office.

23.4 Election of Office of Vice-Commodore

- (a) If no submission nominating a candidate and supported and countersigned by at least 15 full members has been received by the Honorary Secretary, proposing that the office of Vice-Commodore be subject to election at the next AGM and not more than 4 weeks or less than 2 weeks before the date of that AGM; then the Rear-Commodore, and only the existing Rear-Commodore, shall automatically progress to fill the post of Vice Commodore on the retirement of the existing Vice Commodore.
- (b) The Vice Commodore, if not being automatically succeeded by the Rear Commodore, shall be elected by ballot at the AGM for a period of one year and unless re- elected his term of office will expire at the end of that period.
- (c) Any retiring Vice- Commodore shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Vice-commodore more than four times in total.

23.5 Election of Office of Rear-Commodore

- (a) Elections for the office of Rear-Commodore shall take place annually by ballot at the AGM.
- (b) Any retiring Rear-Commodore shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Rear- Commodore more than four times in total.

23.6 Election of Office of Honorary Secretary

- (a) The Honorary Secretary shall be subject to re-election by ballot at the AGM each year.
- (b) He or She may continue in office for as long as he/she shall be re-elected but may not serve for any single continuous period longer than eight years.
- (c) Any retiring Honorary Secretary shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Honorary Secretary more than eight times in total.

23.7 Election of Office of Honorary Treasurer.

- (a) The Honorary Treasurer shall be subject to re-election by ballot at the AGM each year.
- (b) He or she can continue in office for as long as he/she shall be re-elected but not for any continuous single period longer than eight years.
- (c) Any retiring Honorary Treasurer shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Honorary Treasurer more than eight times in total.

23.8 Election of Office of Berth-Holder Section Executive Representative

- (a) Two full members of the club who are full members of the Berth-Holders Section but not necessarily members of that sections committee shall be elected annually by ballot to the office of Berth Holders Committee Representative at the Berth Holders Section AGM.
- (b) Such section AGM is to be held in the month of January preceding the Club's AGM of that year.
- (c) Such elected representatives will be eligible for re-election each year at the Section's AGM but may not serve for any continuous single period longer than four years.
- (d) Any retiring representatives shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Berth-Holder representative more than four times in total.

23.9 Election of Office of Divers Section Executive Representative

- (a) Two Full members of the club who are full Members of the Divers Section but not necessarily members of that sections committee shall be elected Annually by ballot to the office of Divers Section Executive Committee Representative at the Divers Section AGM.
- (b) Such section AGM is to be held in the month of January preceding the Club's AGM of that year.
- (c) Such elected representatives will be eligible for re-election each year at the Section's AGM but may not serve for any single period longer than four years.
- (d) Any retiring representative shall not be eligible for re-election until the second club AGM after such retirement and shall not be eligible to stand for re-election more than four times.

23.10 Office of Ordinary Members Executive Representative

- (a) Two Full members of the club shall be elected Annually by ballot to the office of Ordinary Member Committee Representative at the Club's AGM.
- (b) Such elected representatives will be eligible for re-election each year at the Club AGM but may not serve for any single period longer than four years.
- (c) Any retiring Ordinary Member Representative shall not be eligible for re-election until the second AGM after such retirement and shall not be eligible to stand for re-election to the office of Ordinary Member Representative more than four times in total.

23.11 Casual Vacancy.

- (a) A casual vacancy amongst the elected Executive Officer/s (excluding the Commodore) shall only occur by death, incapacity, mutual agreement, suspension, expulsion, cessation of membership or by a resolution passed at a Special General Meeting with a two thirds Majority in favour of removing the member(s) from office, or by a special resolution put before the remaining Committee members at a full Executive Committee meeting (at which the member/s may not attend and may not vote) which is passed with a majority of unanimous minus one
- (b) If a Committee member shall resign or be unable for any reason to continue on the Committee, and this occurs within four months of the next AGM, then the Committee may, with a two thirds majority, appoint a willing and able full member to fill that office until the next AGM.
- (c) If a Committee member shall resign, or be unable for any reason, to continue on the Committee, and this does not occur within four months of the next AGM, then the committee must call an SGM and at that meeting the members including the members of the Committee shall elect by ballot with a two thirds majority a replacement Executive Member
- (d) Such a member shall have full voting rights and shall be eligible for election at the next AGM.
- (e) The shortened tenure will NOT be counted in the relevant allowable number of appointments to an office.

23.12 Co Opted Special Vacancies.

- (a) If for any reason the Committee need a member to act in a particular capacity, then the Committee may vote by a simple majority to co-opt onto the Committee a full member for that purpose.
- (b) The Co-Opted member's appointment will continue until the purpose for which that member is required to act has ceased or until the Committee votes by a simple majority to terminate the appointment.
- (c) Such a co-opted member will not have any voting rights on the Committee.

23.13 Leaving the Executive by Mutual Agreement.

A Committee member may agree to leave the Executive Committee by a process of mutual agreement with the Commodore.

23.14 Resignation from the Executive Committee.

- (a) Any member of the Committee has the right to resign.
- (b) The member must communicate their decision to resign to the Commodore or the Honorary secretary.
- (c) Once the Honorary Secretary has recognised and recorded the decision it will become effective immediately and cannot be withdrawn.
- (d) The member may communicate their decision to resign orally, by letter, or by any other means of communication.
- (e) If submitted at an executive meeting once the Honorary Secretary has noted it, the member must take no further part in the meeting and must withdraw immediately from that meeting.
- (f) The resigning member cannot stand for any executive office until after the second AGM after the next AGM that occurs after the effective date of resignation.

24. Proceeding of The Executive Committee

24.1 Quorum

Seven members personally present or in the case of an electronic meeting online shall form a quorum at a meeting of the Executive Committee.

24.2 Conduct of Executive Committee Meetings

- (a) The Committee shall meet at least once every month making such arrangements as to the conduct place of assembly and holding of such meetings as it may wish.
- (b) If a member of the Committee shall not attend a meeting for three consecutive months without giving a valid reason or is a persistent absentee, then such member shall be removed from the Committee.
- (c) The Commodore or in his absence, a chairman appointed by the Commodore or if none appointed, a chairman elected by those present shall preside.
- (d) If the Committee are unable to have a physical meeting because of exceptional circumstances, then the Committee shall determine that meetings are to be held electronically until such time as they are able to resume physical meetings.
- (e) The Committee may call such physical or electronic meetings as they shall see fit but shall call not less than one per calendar month.
- (f) Voting (except in the case of a resolution relating to the expulsion of a member when the vote must be by ballot and require a two thirds majority of the those present) shall be a simple majority, and unless a ballot is called for by the Commodore by a show of hands.
- (g) In the case of equality of votes the Commodore or Chairman shall have a second casting vote.

24.3 Confidentiality

With the exception of the summary minute, the proceedings of the Executive Committee and of all committees, documents prepared therefor and records thereof, shall be confidential to the Committee and (as appropriate) to the other respective committees, unless it or they otherwise determine.

24.4 Committee Minutes

The summary minutes of Executive Committee meetings and all other meetings and of all other committees shall appear on the main notice board of the clubhouse within 7 days of being agreed at a next subsequent meeting of the respective Committees and shall be distributed to the Members electronically.

25. Powers and Responsibilities of the Executive Committee

25.1 Management of the Club

- (a) The Committee shall be responsible (subject to the provisions of these rules) for the entire management of the property, funds, and the affairs of the Club.
- (b) Shall cause the funds of the Club to be applied solely for the objects of the Club in accordance with the Constitution, Rules and the Schedules contained therein.

25.2 Disclosure of Interest to Third Parties

- (a) A member of the Committee, any subcommittee, or any officer of the Club in transacting business for the Club shall disclose to third parties that he is so acting.

25.3 Power to Make Regulations

- (a) The Committee shall not in general other than by proper resolution at an AGM or SGM repeal, revoke, or alter any part or parts of this Constitution nor introduce into it any new rules, new definitions, new regulations, or new procedures.
- (b) On any resolution properly put to a general meeting of the Club relating to the creation repeal or amendment (not withstanding amendment by committee) 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.
- (c) Notwithstanding (a) and (b) any Rule, or part thereof, that is or at any time in the future becomes repugnant or contrary to law or requires to be altered due to circumstances beyond the Club's reasonable control may, without the need for a Resolution, be amended or deleted by the Committee, but only to the extent necessary to avoid such repugnancy or conflict with the law or to respond to such circumstances. Any such amendment to the Rules shall be notified and/or reported to all Members no later than one month following such change.

25.4 Real Property of the Club

- (a) Subject to (b) the Committee shall have the power to acquire, to deal in any way with, and to carry out any Development on the real property of the Club.
- (b) Title to the real property of the Club (which is legally an Unincorporated Association) shall be vested in at least two Trustees which shall hold the same upon trust for the Club.

- (c) The Club shall not acquire any real property unless such acquisition has been approved by the Committee and, if the provisions of (b) apply, also by the Trustees or, if the Trustees' approval is required but not given, by the Members by the passing of a Resolution at an AGM or SGM authorising the same.
- (d) The Club shall not dispose of any real property except where required or necessitated by operation of law, nor carry out any Development, unless (in either case) the same has been approved by Members by the passing of a Resolution at an AGM or SGM with at least a two thirds majority.
- (e) Notwithstanding (c) and (d), the Committee may:
 - (i) Authorize such dealings with disposals and acquisitions of real property as are in the ordinary course of the business of the Club.
 - (ii) In urgent or exceptional circumstances carry out any disposal requiring approval or development which has not been approved by Members provided that the Committee shall, without delay, call a SGM of the Club for ratification of such disposal or Development.

25.5 Meaning of Development

- (a) In these Rules, Development means the carrying out of any building or engineering operations on, over or under land or the making of any material alteration in the use of any buildings or land, save that, for the purpose of clarification,
 - (i) operations involving repair or maintenance to land or buildings,
 - (ii) operations which affect only the interior of a building,
 - (iii) operations which do not materially affect the external appearance of a building,
 - (iv) any other operation not falling within (i) (ii) or (iii) above which the Trustees certify as not significant in terms of appearance, cost or its effect on the amenities or finances of the Club and/or its Members, shall not be regarded as coming within this definition of Development.

25.6 Trustee and Member Approval of Major Developments or Acquisitions

- (a) The Committee shall refer to the Trustees for their approval any proposal to make an acquisition or development referred to in these rules which has been approved by the Committee if the same is of a value which is greater than 5% of the amount shown as Members' Funds in the latest Balance Sheet of the Club laid before and approved by Members.
- (b) For clarity under the rules any such development or acquisition must be approved by special resolution passed by a two thirds majority of the Members present at a Club AGM or SGM.

25.7 Accounts and Auditors

- (a) The Committee shall have the Accounts of the Club prepared for each financial year ending on the last day of February.
- (b) The Committee shall have such Accounts audited by a firm of Chartered Accountants which shall be appointed (or re-appointed) at each AGM.
- (c) The Accounts, approved by the Committee and signed by the Commodore and the Treasurer and reported on by the auditors, shall be submitted at the AGM in each year for adoption by Members.

25.8 Borrowing Raising and Securing Payment of Money and Redeeming or Paying Off Securities.

- (a) The Club may, with the approval of the Treasurer and the Committee, and (if the provisions of Rule 25.6 apply) of the Trustees, borrow or raise or secure the payment of moneys in such manner as the Committee shall think fit, and in particular by the issue of debentures charged upon all or any of the property of the Club, and may with the like approval redeem or pay off any such securities. The Committee shall give 140 days' notice to all Full Members of the creation of such a scheme involving the issue of debentures except for the renewal of an existing scheme.
- (b) The Committee shall refer to the Trustees for their approval any proposal to borrow or raise or secure the payment of moneys or to redeem or pay off any securities if the same (or if more than one is being repaid, redeemed or paid off then the aggregate) is of a value which is greater than 5% of the amount shown as Members' Funds in the latest Balance Sheet of the Club laid before and approved by the Members.

25.9 Wide Role of the Club

The Committee shall have the power to resolve, if the Treasurer agrees, that the Club, as part of the wide role of the Club in the community shall provide financial or other assistance to other persons or bodies who are concerned with any aspect of SYSAC's aims objectives or activities.

25.10 Use of Nominees

The Committee shall have power to place any of the property of the Club in the names of trustees, nominees or a designated custodial trustees

25.11 Use of Agents and Advisers

- (a) The Executive Committee shall have power at any time and for any purpose to use and to remunerate agents and advisers. It may use the services of or may confer any or all of its powers of acquiring, managing or disposing of the investments of the Club on any person firm or corporation upon such terms and subject to such conditions as the Committee may from time to time decide.
- (b) There shall be no liability for any loss arising from any act or default of such person firm or corporation attaching to any member of the Committee or of any other committee within the Club any employee of the Club or any Trustee or Trustees of the Club.

25.11 Good Faith

All acts carried out in good faith at any meeting of the Committee or of any other committee within the club shall (notwithstanding it being afterwards discovered that there was some defect in the appointment or continuance in office of any such person) be as valid as if every such person had been duly appointed or had duly continued in office.

26. Other Committees Within the Club

26.1 Existence Structure and Purpose of Committees

The Committee shall have the responsibility of at least once in each year to consider the existence structure and purpose of any committees, sub-committees and other subsidiary bodies (all collectively referred to as committees, save where the context otherwise requires).

26.2 Exercising of Powers by the Committee.

The Committee shall have the following powers which may be exercised from time to time as it shall decide:

- (a) To create appoint regulate and dissolve committees.
- (b) To confer, subject to any conditions which it may impose, any of its powers and responsibilities on any committee or committees or on any person holding an executive office in the Club.
- (c) To amend and revoke any powers and responsibilities delegated under this Rule.
- (d) To designate each committee as a principal committee, a specialist committee a sub-committee or a working party.
- (e) To determine the composition of any committee
- (f) To lay down rules for the operation and proceedings of each committee, but where no such specific rules are made the proceedings of the committees shall be governed by the provisions of these Rules and any Regulations made there under.

27. Reporting Lines.

- (a) The Committee is in effect the governing body of the Club and as such is responsible to and reports to its membership. It shall have the power to require that any member of any sub-committee report to it.

- (b) All sections sub-committees report to and are answerable to the Committee.
- (c) The Chairman of each sub- committee shall report to the Committee.

28. Sub- Committee Casual Vacancy and Co-option

The filling of Vacancies in office and the Co-option of members shall be addressed as provided in Rule 23.12 for the same.

29. The Berth-holders Section Sub-Committee.

29.1 Status

- (a) The Berth-holders committee shall be a sub- committee of the Committee
- (b) A Berth Holder is a fully paid-up member of the Club who is also the holder of a current Berthing Agreement.

29.2 Number Of Meetings and Quorum

- (a) The Committee shall meet at least ten times in its year of office making such arrangements as to the conduct place of assembly and holding of such meetings as it may wish.
- (b) The quorum shall be five.
- (c) The Berth-holders committee rules and operation shall in general be the same as those which apply to the Committee.

29.3 Officers

- (a) The Berth Holders Committee shall consist of the following seven officers:
 - (i) Chairperson
 - (ii) Secretary
 - (iii) Treasurer
 - (iv) Berthing Master
 - (v) Yard Manager
 - (vi) Two ordinary berth holder members.
 - (vii) Two berth holder members voted onto the Executive Committee at the
Berth Holders Section AGM

29.4 Elections

- (a) Elections for the offices above shall be held annually at the AGM of the Berth Holders Section

29.5 Section AGM And Quorum

- (a) The Sub-Committee shall decide the venue date and time of the section AGM which shall take place not more than three months and not less than one month before the club AGM of that year.
- (b) The quorum for the Berth-Holder Section members meetings and any Berth-holder AGM or SGM shall be 25.

- (c) Notice of such a meeting will be placed on the club notice board and electronically communicated to members at least 21 days before the decided date of the meeting.

29.6 Nominations for Office

Nominations for offices must be supported and signed by two fellow section members and must be presented to the section Secretary at least 5 days before the Section AGM.

29.7 Failure to Hold AGM

Failure to hold the AGM will result in the Committee suspending all activities and freezing the finance of the section until such a meeting is held and the officers duly elected.

29.8 Terms Of Office

- (a) All terms of office shall commence on the 1st day of March in each year.
- (b) All offices are subject to a term of one year and no officer may serve more than four terms in total.

29.9 Casual Vacancy and Co-option

Will be conducted in the same way as for the Committee.

30. The Diving Section Sub-Committee.

30.1 Status

- (a) The Diving Section Committee shall be a Sub Committee of the Committee
- (b) "A Diver" is defined as a fully paid-up member of the Club, who has also paid his or her Diving Supplement and any other fees as required by the BSA.

30.2 Number of Meetings and Quorum

- (a) The Committee shall meet at least ten times in its year of office making such arrangements as to the conduct place of assembly and holding of such meetings as it may wish.
- (b) The quorum shall be five.
- (c) The Diving Section committee rules of governance shall in general be the same as those of the Committee.

30.3 Officers.

- (a) The Diving Section Committee shall consist of the following officers.
 - (i) Chairperson
 - (ii) Secretary
 - (iii) Treasurer,
 - (iv) Two ordinary member diving members.

- (v) Two diving members voted onto the Executive Committee at the Diving Section's AGM
- (b) In addition, the following officers (who must possess the necessary BSA recognised diving qualifications in order to qualify for office) shall be elected.
 - (i) Diving Officer
 - (ii) Training Officer

30.4 Elections.

- (a) Elections for the offices above shall be held annually at the AGM of the Diving Section Holders.

30.5 Section AGM and Quorum.

- (a) The Sub-Committee decide the venue date and time of the section AGM which shall take place not more than three months and not less than one month before the club AGM of that year.
- (b) The quorum of Diving Section Members Meetings and all AGM's and SGM's shall be 20.
- (c) Notice of such a meeting will be placed on the club notice board and electronically communicated to members at least 21 days before the decided date of the meeting.

30.6 Nominations.

- (a) Nominations for offices, supported and signed by two fellow section members, may be presented to the section Secretary at least 7 days before the AGM.

30.7 Failure to hold the AGM.

- (a) Failure to hold the AGM will result in the Committee suspending all activities and freezing the finance of the section until such a meeting is held and the officers duly elected.

30.8 Terms Of Office.

- (a) All terms of Office shall commence on the 1st of March in each year.
- (b) All offices (except that of Diving and Training officers) are subject to a term of one year and a limit of no more than 4 terms in total.
- (c) The Diving and Training officers are subject to a term of one year but may continue in those offices indefinitely if elected at the Section's AGM
- (d) Any further diving members required to supply a specific service may be co-opted onto the diving committee for as long as that service is required but shall not have a vote and shall speak only on matters related to the service for which they have been co-opted.

30.9 Casual Vacancy and Co-option

- (a) Shall be conducted in the same way as for the Committee.
- (b) A life member may serve on the Diving Committee in any capacity.

31. Representatives of Sub Committees on the Executive Committee

- (a) Two representatives from the Berth Holders Section and two representatives of the Diving Section shall sit on the Executive Committee
- (b) Such representatives need not be officers on the respective Committees of that section and shall both be voted onto the Committee at the AGM of the respective section.
- (c) The two representatives shall report to the Committee and sit ex-officio on the respective Berth Holders Committee and Diving Section Committee and shall have voting rights on those committees.

32. Annual General Meetings

32.1 Date

An Annual General Meeting of Members shall be held on the third Thursday in March or such other date before 31st day of May as the Committee may from time to time stipulate.

32.2 Time and Place of Meeting

- (a) The Committee shall decide the time and place of such meeting.
- (b) For the avoidance of doubt if there are exceptional circumstances and the population are advised not to meet in large numbers (but under no other circumstances) then the Committee shall arrange for the AGM to be held electronically.
- (c) The Notice of the AGM shall state whether it is to be a physical meeting or an electronic meeting.

32.3 Notice and Accidental Omission to Give Notice

- (a) Notification of the date time agenda for the Annual General Meeting shall be:
 - (i) Electronically posted to Members entitled to vote not less than twenty-one clear days prior to the date of the AGM.
 - (ii) Such notification shall also be displayed clearly on the Clubhouse notice boards and prominently throughout the Clubhouse.
- (b) Accidental omission to send any such papers or the non-receipt by any Member or Members of the same shall not invalidate the proceedings at the Meeting.

32.4 Chairman

- (a) The chairman shall normally be the Commodore or his deputy.
- (b) In exceptional circumstances a neutral chairman may be elected by a two thirds majority from the members physically present.

32.5 Transaction of Business

The business to be transacted at the Annual General Meeting shall include the following matters:

- (a) To receive the minutes of the previous AGM and of any other SGM held since that Meeting.
- (b) To receive the Auditor's report and adopt the Annual Report and Accounts.
- (c) To approve where required the appointment or re-appointment of the Trustees of the Club.
- (d) To consider the election and, subject to results, approve the appointment or re-appointments of the:
 - (i) Commodore
 - (ii) the Vice-Commodore
 - (iii) Rear-Commodore
 - (iv) Honorary Treasurer
 - (v) Honorary Secretary
 - (vi) Membership Secretary
 - (vii) Two Ordinary representative members
 - (viii) Appoint or re-appoint the Club Auditors
- (e) To consider and if thought fit pass any Resolution proposed by the Committee.
- (f) To receive notification and/or a report, where appropriate, of any amendment of the Rules or part thereof made by the Committee under the Constitution.
- (g) To discuss any matter which the Committee wishes to raise.
- (h) To consider and, if thought fit, pass any Resolution on the written requisition of at least 5 Members entitled to vote, provided that the proposal is submitted to the Honorary Secretary at least 14 days before the date of the meeting.
- (i) To discuss any specific matter raised by five or more Members entitled to vote of which written notice has been received by the Honorary Secretary at least 14 days before the date of the meeting and signed by those members such notice setting out the issue to be discussed in not more than 250 words

33. Special General Meetings

33.1 Calling of a Special General Meeting by the Executive

The Committee may at any time upon giving twenty-one 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 notice convening the meeting and any discussion at that meeting shall be confined to the business stated in the notice sent to members.

33.2 Calling A Special General Meeting Upon Request by Members

- (a) The Committee shall call a Special General Meeting upon the written request addressed to the Honorary Secretary and signed by at least twenty five voting members. The Committee shall call such a meeting within 10 days of receiving such a request giving twenty-one days' notice in writing of any such Meeting.
- (b) The discussion at such meeting shall be confined to the business stated in the notice sent to members.
- (c) Notice and Accidental Omission to Give Notice.

The provisions provided for an AGM above shall apply also to Special General Meetings.

34. Resolutions Proposed By Members

34.1 Submission of Resolutions

- (a) Any written requisition by Members to consider a Resolution shall:
 - (i) be set out on a form or forms provided for the purpose by the Honorary Secretary.
 - (ii) be signed by all those Members entitled to vote being at least 5 in number who are supporting it, together with their full names and in their own handwriting the dates on which they signed the same.
 - (iii) to the reasonable satisfaction of the Committee, set out the matters to be discussed at the Meeting and the full text of any Resolutions to be proposed at the Meeting and deposit the same with the Honorary Secretary.
- (b) Shall be submitted at least fourteen days prior to the meeting.

35. Proceedings at General Meetings

35.1 Arrangements for General Meetings

- (a) The Committee shall be responsible for the arrangements for the holding of all General Meetings as it, in its absolute discretion, shall think fit to enable those entitled to do so to attend and participate (so far as is reasonably possible) in any General Meeting.
- (b) General Meetings shall in all normal circumstances be held solely as in person meetings.
- (c) For the avoidance of doubt the Venue of a General Meeting shall be decided by the Committee

35.2 Quorum

- (a) The quorum for all club Members' SGMs and AGMs shall be 25 Members entitled to vote who are present in person.
- (b) No business may be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business.

35.3 Absence of Quorum

If within 30 minutes from the time appointed a quorum is not present: -

- (a) The General Meeting, if convened upon the requisition of Members, shall be dissolved.
- (b) In any other case, it will stand adjourned to such other day and at such time and place as the chair of the General Meeting may determine.
- (c) At the adjourned meeting twenty Members entitled to vote present in person and/or electronically shall be a quorum.

35.4 Additions or Amendments to Agenda

If prior to, or at, any General Meeting it is sought to make any addition to the agenda for the General Meeting already dispatched to Members or any amendment to any item of business on such agenda, it shall be in the discretion of the chair whether to allow such addition or amendment.

35.5 Adjournment

The chair may in his or her discretion, or shall if directed by the Meeting, adjourn the General Meeting from time to time, and from place to place, but no business may be transacted at an adjourned General Meeting other than the business left unfinished at the Meeting at which the adjournment took place.

The provisions to the giving of notice of an adjourned meeting when a General Meeting has been adjourned for 30 days or more shall apply.

Notice of an adjourned Meeting must be sent electronically at least 7 days before the date of that meeting.

35.6 Majority Required for Passing of Resolutions

Resolutions requiring a Special Majority shall require a vote in favour of not less than two-thirds of the votes cast. All other Resolutions shall require a simple majority.

36. Voting

36.1 Entitlement to Vote at Meetings

Only full members and joint members who have paid the appropriate fee can vote at any meeting of the Club.

36.2 Voting

All voting shall normally be by a show of hands

36.3 Equality of Votes

In the case of an equality of votes the Chairman shall have a second casting vote, on any matter other than the election of members of the Committee and matters requiring a two thirds majority or other majority more than a simple majority.

36.4 Voting on a Rule Change

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.

36.5 Amendment by the Committee

Any Rule, or part thereof, that is or at any time in the future becomes repugnant or contrary to law or requires to be altered due to circumstances beyond the Club's reasonable control may, without the need for a Resolution, be amended or deleted by the Committee, but only to the extent necessary to avoid such repugnancy or conflict with the law or to respond to such circumstances. Any such amendment to the Rules shall be notified and/or reported to all Members no later than one month following such change and shall be ratified by the Members at the next appropriate SGM or AGM

37. Interpretation of rules and regulations

Save where otherwise specifically provided for in these Rules the Committee shall have the power to decide all questions arising in respect of the interpretation of these Rules and the Regulations. The contents headings and sub-headings are inserted for convenience only and shall not affect the construction of these Rules.

38. Damage To Club Property

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

39. Financial Provisions

The Finances of the Club shall be conducted as provided in Schedule 3 hereto.

40. Use Of The Club Premises

40.1 Power Of Regulation

The Committee shall have the power to make such regulations for the use of the Club premises as it shall think fit.

40.2 Parking Facilities

(a) The use of the car parking facility will be primarily for the use of Berth Holder members whilst using their boats or divers when engaged in diving activities, and an annual fee set by the Committee shall be payable by those members.

(b) New full Members (who are not Berth Holders or members of the Diving Section who pay their diving supplement) and who join the club (or rejoin after resigning) will not be entitled to use the car park.

40.3 Staff

The Committee shall have power to appoint pay and dismiss any staff as they may deem necessary subject to current employment law and may elect any member of staff during the course of their employment to be an Honorary member of the Club.

40.4 Closure

The Committee shall have the power to close the Club premises at any time and for any reasonable purpose and for any reasonable period.

40.5 Games

The Committee shall have absolute discretion to prohibit any games being played on the Club premises which they consider to be unlawful undesirable or injurious to the members or the Club.

41. Supply Of Intoxicating Liquor

41.1 Permitted Hours

Subject to the appropriate Licensing Laws and the Club's Licence the permitted hours for the sale of intoxicating liquor shall be fixed by the Committee and the Committee may alter these times.

41.2 Alteration Of Hours

If the permitted hours for the sale of intoxicating liquor are altered, then written notice of these hours shall be sent to the Licensing Division of the Environmental Health Department at the Council of the City and County of Swansea as provided by the Licensing Act 2003

41.3 Credit

No credit is permitted.

41.4 Supply Of Alcohol

The Committee shall be in sole control of the supply to the Club and the sale of alcohol.

42. Club Byelaws

Members must comply with the Club Byelaws as contained herein.

The Committee may amend these Bye Laws from time to time such amendments to be approved by the Members at an AGM or SGM.

42.1 Member's Guests

A Member introducing a person as a guest shall enter the name and address of the guest in the book kept for that purpose.

42.2 Extension of Bar Facilities

Bar facilities may also be extended to the following: -

- (a) Members officials and supporters of visiting teams engaged in competitions with teams from the Club (such events being subject to approval by the Committee)
- (b) Attendees at a Member's pre-booked function such functions to include wedding parties birthday parties and similar functions. The function must be approved by the Committee and the member who has booked the function must be present at all times and is responsible for the conduct of the attendees at the function.
- (c) Attendees at special events and functions organised by the Committee
 - (i) Such functions must not exceed 12 in any one year and a record of these events must be kept in the Club Office.
 - (ii) The admission of visitors under this Rule shall not be given any right to exclusive use of the bar facilities to the exclusion of Club members.
- (d) Any person who is a competitor in any race sponsored or organised by or on behalf of the Club or in any race starting from the River Tawe and any person who is a member of the crew of such competitors for the purposes of the race is entitled to use the Club premises within a period of twenty-four hours before and after the race in which they are competing.
- (e) A member of any Club recognised by the Royal Yachting Association and B.S.A.C. (A list of which is contained in the Yearbook of the said Association) may be authorised to use the Club premises by any member of the Committee and such authorisation shall specify the dates on which such person shall use the Club's clubhouse facilities, but such period is not to exceed fourteen days.
- (f) Any Flag Officer or any two Members of the Committee may expel temporarily or permanently any persons using the Club by virtue of the above whose behaviour they deem unacceptable within the club.

43. Smoking And Vaping

- (a) Smoking or vaping is not permitted anywhere within any of the Club premises or on the balcony.
- (b) Smoking and vaping are only allowed in the sign posted areas designated for smoking or vaping.
- (c) For clarity if it does not say you may then you may not

These Rules are based on the RYA Model Rules as amended to meet the Club's Specific Requirements.

Schedule 1 Code Of Conduct

1. Definitions

In this document the following terms have the following meanings: -

- (a) 'The Club' shall mean the Swansea Yacht and Sub Aqua Club of East Burrows Road, Swansea SA1 1RE.
- (b) 'The Committee' shall mean the Executive Committee of the Club as elected in accordance with the Rules of the Club
- (c) 'Employee' shall mean any person employed by the Club under a contract of employment to carry out duties on behalf of the Club.
- (d) 'Contractor' shall mean any person employed under a contract to carry out a specific task.
- (e) 'Member' shall mean those persons referred to as Members of the Club in Rule 13 of the Club Rules.
- (f) 'Visitor' shall mean any person who is not a member of the club as defined within the rules of the club or an employee or a contractor
- (g) 'The Code' shall mean the Code of Conduct and Ethics contained in this document.

2. Applicable Law

The law applicable to this document and all matters relating to the Club shall be that of England and Wales.

3. Introduction

- (a) The Code together with the Constitution shall govern the conduct of the Club consisting of its members guests employees visitors and all persons who purport to represent the Club in any capacity.
- (b) The Code has been developed to expand on the Club's Constitution.
- (c) Wherever there is a discrepancy between the Code and the Constitution then the Constitution shall take precedence.

4. Applicability

This code applies to all Club members guests and visitors regardless of rank or whatsoever type or class of membership as more particularly referred to in Rule 13 of the Club Constitution.

5. Compliance with Laws and Ethical Standards

5.1 Requirements

- (a) The Club its Committee Members and all other persons whether directly or indirectly representing the Club must comply at all times with all rules governing the Club and its operations and must conduct those operations in accordance with the highest legal moral and ethical standards.
- (b) Compliance with the law shall mean observing and obeying all laws of the land absolutely so that all Club members are recognised as good citizens.
- (c) It is recognised that there are times when there may be uncertainty in interpretation of the rules and regulations which are applicable to the Club. In such instances Club members should take advice in the first instance from the Commodore and if he /she is not able to assist then from the Committee to ensure compliance. In the event that the Commodore nor the Committee can assist then the matter should be referred to the Club's legal advisers.

6. Performance of Duties by the Club Committee and Employees

6.1 Ethical and Moral Responsibilities.

- (a) All Committee Members and Employees and other representatives of the Club must conduct the business of the Club with the highest level of integrity.
- (b) Committee Members and Employees and other representatives of the Club must always act:
 - (i) Ethically honestly responsibly and diligently.
 - (ii) In full compliance with the letter and spirit of the law this Code and the Club's Constitution
 - (iii) In the best interests of the Club and its Members.

7. Club Members and Boating and Diving Activities

7.1 Duties of Members.

- (a) All Members of the Club must ensure that they do not take any action which will bring the Club into disrepute or generate bad publicity for the Club or the sports of boating and diving in general.
- (b) All Members of the Club who partake in any boating or diving activities must do so with full knowledge of all safety procedures relating to that activity whether introduced by the relevant sports authorities or directly by the Club.

8. Operation of Boats for Commercial Purposes

The Club does not allow any of its members or Boat Owners to carry out any commercial boating or related activity on any of the Club's facilities infrastructure or premises.

9. Resolution of Issues Likely to Attract Adverse Attention

Any member of the Club who in the course of his/her activities is placed in a situation that is likely to attract adverse regulatory or public attention is:

- (a) To advise the Committee as soon as possible.
- (b) Not without authority directly or indirectly to state that they are representing the Club or its public position in respect of that matter.
- (c) Not to express any views on behalf of the Club.
- (d) Not to express any views that may impact on boating or diving activities within the United Kingdom.

10. Regulatory or Technical

10.1 Seeking guidance on any part of this code.

When seeking guidance on the constitution or on any regulatory technical or other matters relating to boating or diving or other Club matters Members should first seek advice from the Committee.

10.2 Guidance from Organizations Outside The club

If guidance is needed from organizations or governing bodies relating to such guidance outside the Club then the Committee must instruct the Honorary Secretary to contact that Body to secure such guidance.

10.3 Engaging with outside bodies

If a Member does engage in correspondence with such organizations as referred to above which concerns activities carried out at the Club then such member must inform the Committee as soon as possible.

11. Misconduct and Examples of Such

Any breach of the Club's Constitution will be dealt with under the Club's Disciplinary Procedure as prescribed in Schedule 2.

Examples but not limited to include:

- (a) Failure to comply with the Club Codes of Conduct rules bye-laws regulations or policies including health and safety and safeguarding policies.
- (b) Theft misappropriation or failure to pay membership or other required fees.
- (c) Deliberate damage to the property of the Club or a Member.
- (d) Assault on or deliberate injury to a member guest of the club or employee.
- (e) Foul abusive or discriminatory language inappropriate behaviour or harassment.
- (f) Harming or placing at risk a child or young person under 18 or a vulnerable person.
- (g) Conduct (whether within or outside the Club) which might bring it into disrepute by association.
- (h) Any Actions which attempt to undermine or unjustly discredit the officers of the club.

SCHEDULE 2

Disciplinary Proceedings and Actions in the Case of Complaint Infringement of Rules or Breach of Code of Conduct.

1. Objectives

The objectives of this schedule are as follows:

- (a) To provide a formal mechanism for all Members to raise grievances and complaints.
- (b) To detail the operational procedures of the policy
- (c) To ensure that all Members are treated fairly and consistently.
- (d) To respect confidentiality as required under the Data Protection Act 2018

2. Expulsion Suspension and Reprimand.

In these regulations 'Committee Member' means any Member of the Executive Committee as set out in the Constitution.

2.1 Applicability

- (a) The Club's disciplinary procedure applies to all Members of the Club and aims to ensure that all Members are treated fairly and consistently in regard to their conduct. Where failure to comply with the Constitution or the Code of Conduct occurs or disagreements arise between Members the expectation is that in the vast majority of cases these will be resolved informally. The procedures defined in this Schedule are intended for the rare occasions when informal resolution is not possible.
- (b) Any member who is alleged to have infringed the rules and any regulations set out in this Constitution and Schedules or whose conduct or actions (whether within or outside of SYSAC) and whether prior to or since becoming a member may have been such as to render him or her unfit to become or remain a member or to have certain rights and privileges of membership shall be subject to the procedures defined herein.
- (c) Disciplinary action will be taken against any member (including a Committee member) who directly approves and/or condones such an infringement or breach or has knowledge of such and does not take immediate action to remedy the matter.
- (d) If the infringement or breach of the Code or Constitution is also a breach of legislation or other regulations and can lead to a prosecution of the Member by the appropriate authority then the Club will not be responsible for the payment of any penalties or legal expenses associated with such prosecution. This includes any employee or contractor who is in breach of such legislation or regulations.

2.2 Disciplinary Actions

Any action will depend upon the severity of the breach and may include one or more of the following.

- (a) A fine to be determined by the Committee not exceeding £100 and to be paid within one month of being levied.
- (b) A public reprimand given by the Committee at an executive committee meeting.
- (c) A formal warning in the form of a written letter which will be held on record for a period of one year.
- (d) Suspension from the Club for a specified period of time or termination of Club membership and expulsion.

2.3 Effects of Expulsion

A member who is expelled from the club shall forthwith cease to be a member and shall forfeit all rights and privileges of membership but without prejudice to his or her liabilities and obligations existing at the time the expulsion took effect. No refund shall be made to the member of any part of the Annual Subscriptions or other monies paid.

2.4 Effects of Suspension

A member who is suspended from the club shall forfeit all rights and privileges of membership for the duration of his or her suspension but without prejudice to his or her liabilities and obligations existing at the time the suspension took effect. No refund shall be made to the member of any part of the Annual Subscriptions or other moneys.

2.5 Consequences of Expulsion or Suspension

- (a) A member who is suspended or expelled shall forthwith return his or her membership card any passes or key fobs or other property of the club to the Honorary Secretary. In the case of a suspended member such will be re-issued following the expiry of the period of suspension
- (b) Any member who is suspended or expelled will have no part of their annual subscription or any other fees returned.
- (c) Any member having been suspended will NOT be (whether in his or her capacity as a member or otherwise) be entitled to enter or use the Clubhouse its balcony or its concourses or any other part of club property whether accompanied by another member or as a guest or contractor or in any other capacity.
- (d) Other than in the event of emergency any member having been suspended will not be (whether in his or her capacity as a member or otherwise) entitled to use or enter the boatyard or workshop facilities but (if a berthing member) will retain access to their boat whilst accompanied by a person nominated by the Committee.

- (e) Any member having been expelled will NOT (whether in his or her capacity as a member or otherwise) be entitled to enter or use the Clubhouse its balcony or its concourses or any other part of club property whether accompanied by another member or as a guest or contractor or in any other capacity.
- (f) A berthing member having been expelled shall forfeit his or her berth and remove his or her boat from the club marina within one month from the date of the expulsion taking effect.
- (g) During operations to remove his or her boat any berthing member having been expelled will not be (whether in his or her capacity as a member or otherwise) be entitled to enter the Clubhouse its concourse or any other part of the Club property unless supervised by a Committee member and then only to expedite the removal of their boat and or property.
- (h) Upon dissolution of the club following the expulsion or during the period of suspension such members shall not be entitled to any share or interest in the properties of the club

3. Procedure Principles

- (a) No disciplinary action will be taken until an investigation has been undertaken by a person or persons appointed by the Commodore.
- (b) The investigator will not be a member of any disciplinary panel relating to the matters he or she investigates.
- (c) Disciplinary matters will be treated confidentially and only those directly involved in the procedure will be informed.
- (d) Disciplinary matters will normally be concluded without undue delay.
- (e) Disciplinary matters will normally be conducted by the Committee.
- (f) The Committee will normally appoint a smaller panel of their number (usually three Members) to conduct the hearing with a right of appeal to a further panel of Committee members who have not been involved in the original hearing.
- (g) A Member who is the subject of disciplinary action will be advised in writing of the nature of the complaint against them and will be allowed sufficient time to prepare for a disciplinary hearing. They will be provided with a full copy of any accusations and evidence and will be given the opportunity to state their case in full and to present witnesses.
- (h) The Member will have the right to be accompanied by a fellow Member and by another representative.
- (i) The Member will have the right to appeal against any sanction or penalty imposed and for that appeal to be heard by a panel of Committee members not involved in the original disciplinary hearing and selected by the Commodore.
- (j) A proper record will be kept of any disciplinary decision taking into account the need for confidentiality.
- (k) A complainant will be informed of the result of the disciplinary procedure when the matter is concluded.

Examples of misconduct offences are given in Schedule 1 but are given here for completeness. They include but are not limited to the following:

- (i) Failure to comply with the Constitution the Club's Code of Conduct rules bye-laws regulations or policies (including health and safety and safeguarding policies).
- (ii) Theft misappropriation or failure to pay membership or boat fees or other monies owed to the club within a reasonable timeframe.
- (iii) Deliberate damage to the property of the Club or a Member.
- (iv) Assault on or deliberate injury to a member guest or employee.
- (v) Foul abusive or discriminatory language or Inappropriate behaviour or harassment.
- (vi) Harming or placing at risk of harm a child or young person aged under 18 or a vulnerable person.
- (vii) Conduct (whether within or outside the Club) which might bring it into disrepute by association.
- (viii) Failure to comply with Club rules bye-laws regulations policies or codes of conduct (including health and safety and safeguarding policies)
- (ix) Actions which attempt to undermine or unjustly discredit the officers of the club.

4. Disciplinary Complaints Procedure

4.1 Stage 1 Receipt of Complaint and Initial Action

- (a) All complaints must be in writing and signed by the complainant.
- (b) The complaint must be addressed to the Honorary Secretary and sent by mail email or hand delivered to the Club's office.
- (c) A complaint is received and acknowledged by the Honorary Secretary and passed to the Commodore.
- (d) Any visual record of incidents such as CCTV is immediately retrieved by the appropriate person appointed to carry out the initial investigation so as not to be lost.
- (e) The Honorary Secretary should consult with the Commodore to evaluate the severity of the complaint and ascertain whether the matter should be formally referred to the Committee or can be resolved by the Commodore and another Committee member speaking to the parties concerned.
- (f) If legal action is threatened then the Honorary Secretary or a Committee Member requested by him must contact the Club's Insurance company.
- (g) If the matter can be resolved informally by the Commodore (which will always be the preferred option) the Commodore will do so and the matter will be considered closed.
- (h) If the matter cannot be resolved informally then BOTH the Member/s against whom the allegations are made ('the Respondent/s) and the member/s making the allegations (the 'Complainant/s') must be informed that the complaint will be investigated and that the Commodore will appoint a Member ('the Investigator') to investigate the matter and to report back to the Committee who will then decide what further action is to be taken.
- (i) The Commodore will initiate Stage 2 of the disciplinary proceedings.

4.2 Possible Temporary Suspension

It must be and is recognised that at times the seriousness of the allegations made may make it necessary for the Commodore to intervene so as to prevent any further risk of actual harm occurring. If the presence in the Club or its environs of the Respondent/s or Complainant/s is considered by the Commodore or the Committee to be likely to put others at risk then the Commodore may at this stage temporarily suspend Membership and/or attendance of either or both in the clubhouse pending the investigation and the outcome of any subsequent disciplinary hearing.

4.3 Stage 2 Initially Informing the Committee.

- (a) If the Honorary Secretary and the Commodore feel that the complaint cannot be resolved in an informal manner then they must inform the Committee as soon as is possible that a complaint has been received and despite best efforts to find a resolution it is now in their opinion necessary to investigate the matter further.
- (b) The Commodore will appoint an independent Member (subject to 4.3.(c)) to carry out an initial investigation.
- (c) Any Member who is related to either the Complainant/s or the Respondent/s and any Member who has been involved in a previous disciplinary action involving either the Complainant/s or the Respondent/s is excluded from undertaking this task.

4.4 Stage 3 Investigation

The matter will be investigated impartially by the appointed Member 'the Investigator' who:

- (i) May nominate another Member (Subject to 4.3.(c)) to assist in the investigation stage.
- (ii) Shall obtain full and proper statements from both the complainant/s and the respondent/s of the complaint.
- (iii) Gather and collate full and proper witness statements from any and all witnesses including any CCTV or photographic evidence and any other relevant documents.
- (iv) In the case of failure to make a payment this may also involve checking the club's financial records.
- (v) Present without comment or conclusions the collated evidence so obtained to the Commodore who will review it and who may then ask the Investigator to clarify any points or undertake further investigation.
- (vi) Will (when the commodore is satisfied that the investigation is complete) prepare a report for the Committee in which he may make a recommendation on the manner in which the matter is to proceed.
- (vii) Note that the report must be completed as soon as is possible but in any event not more than 21 days from receipt of the original instruction to investigate the matter.

4.5 Continuation of the Investigation in the Light of Potential Criminality.

If during the course of the investigation it appears that the Member/s may have committed a criminal offence, then this may be reported to the Police and the internal disciplinary procedure postponed until any Police investigation and subsequent prosecution has been concluded.

4.6 Stage 4 Reporting to the Committee.

- (a) Initially the Investigator will present the collated evidence obtained to the Commodore who will review it and who may then ask the Investigator to clarify any points or undertake further investigation.
- (b) When the Commodore is satisfied that the investigation is complete the Investigator must prepare a report for the committee in which he or she may make a recommendation as to the manner in which the matter is to proceed.

4.7 Stage 5 Complaints Dealt with by Immediate Committee Action.

- (a) The Committee will examine the Investigator's report and noting any recommendations decide if the matter can be dealt with immediately by means of a public reprimand a fine a written warning or a short suspension of not more than one month.
- (b) If the Respondent/s agrees to accept the decided form of penalty then the matter will be considered closed.
- (c) If the Respondent/s does not agree to accept the penalty then the matter must progress to a full disciplinary hearing with the possibility of greater penalty.

4.8 Stage 6 Complaints dealt with by Full Disciplinary Action

Noting the Investigator's report and any recommendations therein if the Committee decides the matter requires a full disciplinary hearing, then the Committee will nominate three of their number subject to 4.3 (c) above to make up a Disciplinary Panel (the 'Panel')

- (a) The Panel will decide the date time and venue for the disciplinary hearing, allowing sufficient time (normally at least 14 days) for the Respondent/s to prepare their case.
- (b) The Committee must inform the Respondent/s in writing as soon as possible the time date and venue of the hearing and request their attendance. Such notice shall be given no later than 14 days from the date of the decision to hear the matter.
- (c) In the event of multiple respondents, the committee may specify that a combined disciplinary hearing is to take place or that individual and separate disciplinary hearings are to take place.
- (d) The notice shall state the nature of the complaint and inform the respondent(/s) of their right to be accompanied at the hearing.
- (e) Concomitant with the notice being served the Respondent/s must be provided with copies of the procedure herein contained the collated statements and evidence and the Investigator's Report to the Committee.
- (f) If the Member is unable to attend on the appointed date for a good and valid reason the Panel must endeavour to agree a suitable alternative date. If the Member is unable to agree a mutually acceptable date within a reasonable period of 28 days then hearing may take place in his/her or their absence.

4.9 Stage 7 The Disciplinary Hearing

- (a) The Committee Members who make up the Panel ('the Disciplinary Panel') must elect a chairman to present the Complainant's case.
- (b) A full record of the proceedings must be kept.
- (c) No witnesses or statements should be introduced at the hearing without prior notice and copies of all written evidence must be produced for consideration prior to the hearing and made available in advance to all parties.
- (d) If the Respondent or his/her companion cannot attend on the date set by the Disciplinary Panel then the Disciplinary Panel may agree to a postponement of the original date of no more than 7 days. (Normally only one such postponement will be allowed).
- (e) The Respondent is entitled to be accompanied at the hearing by another Member of the Club or a legal representative.
- (f) The Respondent cannot be accompanied by any person whose presence would be considered prejudicial to the proceedings.
- (g) The Respondent and his/her Companion may be allowed to: -
 - (i) Put the Respondent's case forward.
 - (ii) Sum up the facts of the case.
 - (iii) Respond to any comments made by the Panel.
- (h) The panel may adjourn the hearing to allow further evidence to be examined if the Disciplinary Panel considers it is fair to do so.
- (i) Having heard the representations and evidence then at the end of the hearing the Disciplinary Panel will convene to discuss the facts decide whether an offence has taken place and, if so, decide an appropriate and proportionate sanction or penalty its commencement date if appropriate, and prepare a short report for the Committee as to its findings.
- (j) The Honorary Secretary must inform the Respondent as soon as possible of the decision of the Disciplinary Panel but in any event not later than seven days from the date of the hearing.
- (k) A confidential record is made of the disciplinary decision. This record is held by the Club's Honorary Secretary.

4.10 Required action of the Respondent on Reprimand Suspension or Expulsion

Shall be those as described in Section 2 Expulsion, Suspension and Reprimand of this Schedule.

4.11 Appeal Against the Disciplinary Panel Decision.

(a) An Appeal can only be made on the following grounds:

- (i) The Club has failed to follow due and fair process.
- (ii) If new evidence has come to light which could affect the original decision
- (iii) The sanction applied is disproportionate to the offence and/or has been applied in a manner which is inconsistent with precedent.

4.12 Process of Appeal against the Disciplinary Panel Decision

- (a) The Respondent has fourteen days from receipt of the Panel's decision to appeal against the penalty to be imposed. Such Notice of Appeal must be in writing and delivered to the Honorary Secretary by recorded post, email, or hand delivered to the Club's Office.
- (b) In the Notice of Appeal the Respondent must clearly set out the grounds for that appeal including any new evidence that he/she wishes to be considered.
- (c) On receipt of the Notice of Appeal the Commodore must set up a meeting of the full Committee (at least eight Committee Members to be present) to appoint a panel (the 'Appeal Panel') of three Committee Members such members must not have been on the original Disciplinary Panel and subject to 4.3.(c) to hear the Appeal.

4.13 Disciplinary Panel Obligatory Preparatory Work.

- (a) The appeal Panel must elect a Chairman.
- (b) The Appeal Panel must review the original evidence including all witness statements and any evidence supplied to the Disciplinary Panel.
- (c) The Appeal Panel must consider the conduct and procedures used in the original Disciplinary Hearing.
- (d) The Appeal Panel must look at any new evidence supplied by the Respondent.
- (e) The Appeal Panel may approach persons who made written statements or other relevant persons to clarify any outstanding points.

4.14 Disciplinary Panel Meeting.

- (a) The Appeal Panel shall invite the Respondent/s to attend a meeting which will be conducted under the same terms as used for the Disciplinary Panel.
- (b) The Appeal Panel will hear the respondent/s case and adjourn to consider whether the appeal grounds are valid.
- (c) The Appeal Panel may reverse or uphold the decision of the original Panel or reduce any penalty imposed but cannot increase any such penalty.
- (d) The Appeal Panel must give their decision and the grounds for that decision and report that decision to the Committee.
- (e) A confidential record is made of the Appeal decision. This record is held by the Honorary Secretary.
- (f) The Respondent shall be informed of the decision of the Appeal Panel within fourteen days of the decision by the Honorary Secretary.
- (g) The appeal decision is final and may only be overturned or be changed by a two thirds majority at a duly constituted SGM, EGM or AGM of club members.

Schedule 3 Financial Provisions

1. Status As An Unincorporated Members Club

- (I) An un-incorporated association such SYSAC is not a legal entity it cannot enter into legal agreements or take legal action of its own right.
- (II) If it orders goods and services opens a bank account or hires staff then any contracts entered into are entered into as individuals and they can be (if there is a breach of contract) sued personally.
- (III) If the signatory leaves the organization or ceases to be a member of a committee or other governing body they are still responsible in law unless the signature is transferred to that of another.
- (IV) Land buildings and investments must be held by individuals or a body which is recognised as a legal entity. Associations or clubs usually appoint individuals or a corporate body to hold such assets on its behalf.
- (V) In the case of the Club these nominees are called Trustees
- (VI) The trustees are usually indemnified out the assets of the Club and a trust deed should be prepared to record the terms on which the property is held.

2. Appointment of Trustees

2.1 Number

There shall be not more than three Trustees of the Club.

2.2 Appointment.

- (a) The Trustees of the Club shall be appointed by the Committee and approved by the Club at an AGM or SGM and shall take office immediately following that meeting and shall continue as such until death resignation or withdrawal or until the members shall at any AGM or SGM resolve to remove them.
- (b) The members shall also have the power of removing and/or appointing new Trustees by resolution at any AGM or SGM.
- (c) No Trustee shall be a member of the Committee or any other committee or sub-committee within the club.

2.3 Casual Vacancy

- (a) A casual vacancy amongst the Trustees shall only occur by death incapacity mutual agreement suspension expulsion, cessation of membership by a resolution passed at a SGM with a two thirds majority in favour of removing the trustee(s) from office or by a special resolution put before the Committee and unanimously accepted.
- (b) Where there is a casual vacancy amongst the Trustees (including where an appointment or re-appointment has not been approved) the vacancy shall be filled by the appointment by the Committee of a willing and able member. Any person so appointed shall serve until the next AGM when he or she shall be

eligible for further appointment as a Trustee provided that he or she is eligible at that AGM.

2.4 Attendance

- (a) Trustees may attend and speak in all Committee Meetings Sub-Committee Meetings, AGMs and SGM's.
- (b) Trustees shall not vote in any Committee Meeting or Sub-Committee Meetings nor be counted in the Quorum of any such meetings.
- (c) Trustees - as members of the club- shall be entitled to vote in any Club AGM or SGM, and any Section of which they are a member AGM or SGM

2.5 Meetings and Voting

- (a) The Trustees shall meet as and when they consider it appropriate but shall in any event hold a meeting at least twice each year with the Commodore the Honorary Treasurer and the Honorary Secretary or with such of those three who are able to attend.
- (b) The quorum for meetings of the Trustees shall be two Trustees and the Trustees may act by a majority vote.
- (c) The Trustees may invite any Members and employees of the Club to attend and speak at any of their meetings or request their attendance at any other committee meeting within the club.

2.6 Privileges

Except as specifically provided in these Rules the Trustees shall have all the general privileges and status of members of the Committee.

2.7 Powers and Duties of the Trustees

- (a) When referred to them by the Committee the Trustees shall consider and (if thought fit) consent to any proposed acquisition of real property under and to any proposed borrowing or repayment of money and may (if thought fit) certify as not significant any proposed Development referred to them by the Committee.
- (b) The Trustees shall have such additional powers and duties as these Rules provide or the Committee may from time to time confer or impose on them. However, nothing in these Rules shall prevent the Trustees from considering any other matters and bringing to the attention of the Committee their views and conclusions on such matters.
- (c) For such purpose as in (b) the Trustees may call a special meeting of the Committee.
- (d) In the event that a difference of opinion shall arise between the Trustees and the Committee which cannot be resolved between them and which is of such a serious nature that the Trustees consider that the Members should be informed then the Trustees may require the Honorary Secretary to inform the Members through the Club's means of communication with its members of such difference and shall ask the Committee to call an SGM for the purposes of resolving the matter.

3. Custodian Trustee

3.1 Appointment

The Club acting by the Committee and approved at an AGM or SGM shall have power to appoint any bank or trust corporation or the Trustees to act as Custodian Trustee in whom (or in whose successors) the title to the real property of the Club may be vested.

3.2 Powers and Duties

The Custodian Trustee (if appointed) shall hold the real property and shall hold such other of the Club's property on trust for the Club as the Committee may from time to time decide. For these purposes the Custodian Trustee (if appointed) shall enter into execute and deliver all such instruments deeds or assurances whatsoever as the Committee may from time to time stipulate.

4. Assets

Ownership of all the the assets of the Clubhouse Berth-Holder and Diving Sections shall rest with the Swansea Yacht and Sub Aqua Club and governed and managed by the Committee.

5. Bank Accounts

- (a) The Committee shall be authorised to open Bank Accounts in the name of the Club such accounts being subdivided into the following three accounts held at the same bank and are to be independently audited annually by the club's auditor:
 - (i) Berth Holders Section Account
 - (ii) Diving Section Account
 - (iii) Clubhouse Account
- (b) Any other accounts such as any necessary for the day to day running of the galley or bar shall be under the umbrella of (iii) but will be kept independently of the above and shall be audited simultaneously with the main club audit.
- (c) The Honorary Treasurer shall keep correct accounts of all monies received and paid out and shall prepare an annual account and balance sheet setting forth the assets and liabilities of the Club as at the last day of February each year.
- (d) The Committee shall cause the accounts to be independently audited by the Club Auditors appointed by a simple majority at each AGM and the same shall be available on request of any Full Member at least 14 days before each AGM.
- (e) Neither the Club's Committee nor any sub-section committee of the club shall have the power to borrow money from any sources outside the Club without the approval of a two-thirds majority of members of the whole club at a SGM
- (f) ALL accounts shall be displayed prominently on the Clubhouse notice board every month in arrears.

6. Accounts' Authorities

6.1 The Primary Authority and Signatory

- (a) The primary authority and signatory on all accounts shall be the Honorary Treasurer at the request of the Committee and he or she must endorse all withdrawals or payments or transfers of any kind be it by paper or by electronic means.
- (b) The Honorary Treasurer may reasonably refuse such endorsement (unless approved by an SGM) if in his or her opinion it is frivolous needless irresponsible or would compromise the financial viability of any section or the club.
- (c) If such countersignature is with-held from a request by the diving or berthing section then:
 - (i) An emergency meeting of the Committee must be called within seven days at which the relevant Section Chairman Treasurer and Secretary shall be requested to attend.
 - (ii) Only the subject of the relevant expenditure shall be discussed at the meeting.
 - (iii) All Members of the Committee and the Chairman Secretary and Treasurer of the relevant Section Committee shall be voting members.
 - (iv) The Meeting may only approve the expenditure if they agree that any such expenditure would not compromise the solvency of the Club or any Section.
 - (v) If the emergency meeting fails to result in an amicable solution it shall be considered that the section has failed to obtain primary authority for the expenditure.
 - (vi) A two-thirds majority of total votes at such meeting shall be required in order to approve the requested expenditure.
- (d) If such countersignature is with-held from the Committee and the expenditure is related to the Clubhouse account then:
 - (i) If the Committee with a two thirds majority (other than the Honorary Treasurer) it may by special resolution approve the expenditure and require the signature of the Honorary Treasurer.
 - (ii) If the Honorary Treasurer feels he or she cannot or refuses to provide such signature then he/she shall resign or the remaining Committee by a two thirds majority vote shall remove the Honorary Treasurer from office and create an office in vacancy as specified under these Rules.
 - (iii) If there is not a two thirds majority Committee in (ii) above, then it shall be considered that a failure to obtain primary authority has occurred.

6.2 Failure to Obtain Primary Authority.

- (a) In the event that a failure to obtain primary authority occurs an SGM shall be called as soon as is practicably but giving at least 21 days' notice to Members.

- (b) The SGM shall hear the proposed expenditure from the Commodore or the Section sub-committee Chairman as appropriate.
- (c) The SGM shall hear the Honorary Treasurer.
- (d) The SGM shall vote on the proposed expenditure.
- (e) A two thirds majority of Members' votes shall be required in order to approve the requested expenditure.

6.3 Secondary Authorities

Shall be.

- (i) The Commodore
- (ii) The Honorary Secretary
- (iii) The Chairman of each section Sub Committee
- (iv) The Treasurer of each section Sub Committee

7. Assigned Signatories to Accounts

7.1 Section Accounts

- (a) A minimum of two signatories shall be required on withdrawals on all accounts of less than £1000 (one thousand pounds) these shall be:
 - (i) The Honorary Treasurer and
 - (ii) Either the Sub Committee treasurer or its Chairman.
- (b) On sums exceeding £1000 (one thousand pounds) but not exceeding £10,000 (ten thousand pounds) the expenditure shall be referred to the Committee who if they agree the expenditure shall require a minimum of three signatories and these shall be in the case of the sub-committee accounts:
 - (i) the Honorary Treasurer and
 - (ii) The Commodore the Honorary Treasurer and the Treasurer of the Sub Committee.

7.2 Clubhouse and Any Other Accounts.

- (a) A minimum of two signatories shall be required on withdrawals on all accounts of less than £1000 (one thousand pounds) these shall be:
 - (i) The Honorary Treasurer and
 - (ii) Either the Commodore or the Honorary Secretary.
- (b) On any sums exceeding £1000 (one thousand pounds) but not exceeding £10,000 (ten thousand pounds) a minimum of three signatories shall be required and these shall be:
 - (i) The Honorary Treasurer and
 - (ii) Both the Commodore and the Honorary Secretary

7.3. Multiple Cheques or Payments

Multiple cheques or payments may not be used to purchase one item to by-pass this

provision

8. Limits of transactions without AGM, SGM or Special Approval

No sums in excess of £10,000 (ten thousand pounds) shall be made without the consent of the Members at and AGM SGM or EGM.

9. Setting Of Fees Peculiar To Sections

(a) For the purposes of setting annual fees of sections each section sub-committee shall call a General Meeting of the Section Members to be held prior to 30th November annually.

(b) At such meeting the Section treasurer shall outline the current state of affairs and shall propose the relevant fee/s for the following year. Approval of the proposed fees shall be by simple majority of Members present.

(c) The relevant fees shall be approved by the Committee at their next meeting.

10. Club Annual Membership Fees And Other Non-Membership Fees.

10.1 Annual Fees

(a) Shall be set by the Committee, in setting the Club annual membership fees the combined income of the membership subscriptions and the forecasted profit or loss of the bar and galley may be taken into account to produce a combined budget.

(b) In a situation where the Honorary Treasurer recommends an increase to the annual fee in excess of 15% the Honorary Treasurer shall call an SGM and approval for the increase shall be put to the members where a simple majority will be required to pass the recommendation.

(c) The Committee shall also set parking fees subscription reductions and any other fees as it sees fit.

(d) All such fees will apply from a date or dates set by the Committee.

11. Expenditure from the Clubhouse Funds

11.1 Responsibility

(a) The Committee shall have overall responsibility for the Clubhouse Accounts.

(b) The Club Accounts shall be on the agenda of the Committee at least once in any month.

11.2 Income and expenditure

(a) The Clubhouse Account shall hold all the income of the Club including membership fees and other clubhouse income but not the income of the Berth Holders Section and the income of the Diving Section.

(b) All expenditure for the Clubhouse shall be met from the Clubhouse Account. Any profit loss and depreciation relating to the Club will be accumulated in this Account.

11.3 Maximum Normal Expenditure

- (a) Subject to the conditions set herein the Committee may draw payments up to a value of £5,000.
- (b) Any monies required to be spent from the Clubhouse account in excess of £5,000 shall require approval by a two thirds majority of the Committee.
- (c) The Committee may spend up to £10,000 as authorised by a two thirds majority of that Committee any expenditure at or over this amount must be authorised at an AGM or SGM.
- (d) Multiple cheques shall not be raised for a single item in order to evade this or other restrictions.
- (e) A commitment to purchase shall be regarded as an actual payment in terms of the authority that is required.

11.4 Emergency Expenditure

- (a) Expenditure greater than £10,000 (ten thousand pounds) can only be approved without prior reference to a general meeting in an emergency, as decided a unanimous decision of the Committee.
- (b) In this event the Committee must call an SGM of the Club to explain the expenditure.
- (c) Such SGM must be called within 7 days of the Committee Meeting wherein the emergency capital expenditure was approved, giving at least 7 days' notice to Club Members.

11.5 Action If Recording a Profit or Loss

- (a) If the Clubhouse Account fails to record a profit at the end of any six-month period the Committee must call an SGM of the Club with proposals that would return the Clubhouse Account to solvency.
- (b) Such SGM must be called within 7 days of the Committee Meeting wherein the financial circumstances mentioned within this Paragraph arise giving at least 21 days' notice to Members.

11.6 Loan or Granting of Monies to Sections of Club

- (a) The Committee shall have the power consider any applications for a loan or grant of monies from the Club Account to a particular section of the Club.
- (b) Any application shall be:-
 - (i) Signed by the Section's Chairman Secretary and Treasurer
 - (ii) State the amount required.
 - (iii) State the reasons why the loan or grant is required.
 - (iv) Give a full explanation as to why such monies cannot be met from the section's own account.
 - (v) If a loan is being requested state the proposed schedule and means of repayment.

- (c) Having received proper application from the section concerned the Committee:
- (i) May, by a two-thirds majority, if the amount concerned is less than £10,000, at its discretion make a grant (subject to conditions of use) or a loan (subject to conditions of use and repayment) of up to a maximum of that amount.
 - (ii) Shall if the amount is £10,000 or over, or if it is in their opinion significant, call an SGM where the applicants may present their case to the members (should the AGM be within one month of the application the applicant shall present their case at that meeting).
 - (iii) The application shall require two-thirds majority to be accepted.

11.7 Display of Balance Sheet

The Balance Sheet of the Clubhouse Account shall be produced and prominently displayed in the Clubhouse each month.

12. Berth-Holders Subcommittee and Berth Holders Fund

12.1 Responsibility

- (a) The Berth Holders Sub-committee shall be responsible for the Berth Holders Account.
- (b) The Berth-Holders Account shall be on the agenda of the Berth-Holders Sub Committee at each meeting.

12.2 Income and expenditure

- (a) The Berth Holders Account shall consist of all the income of the Berth Holders Section including mooring fees but NOT Club membership fees.
- (b) All expenditure from the Berth Holders Section shall be met from this Account.
- (c) Any profit and depreciation relating to the Berth Holders Section will accumulate in this Account.
- (d) All expenditure for the Club, other than the expenditures of the Berth Holders Section and Diving Section, shall be met from the Clubhouse Account. Any profit and depreciation relating to the Club will be accumulated in this Account.

12.3 Maximum Normal Expenditure

- (a) Subject to the conditions set herein the sub-committee may draw payments up to a value of £1000 (one thousand pounds).
- (b) Any monies required to be spent from the Berth Holders account in excess of £1,000 (one thousand pounds) shall require a two thirds majority of the members at a berth holder meeting.
- (c) Multiple cheques shall not be raised for a single item in order to evade this or other restrictions.

- (d) A commitment to purchase shall be regarded as an actual payment in terms of the authority that is required.

12.4 Emergency Expenditure

- (a) Expenditure greater than £5,000 can only be approved without prior reference to a berth holders' general meeting in an emergency, as decided by the berth holders sub-committee and with its officers unanimous support.
- (b) In this event the Sub- Committee must call a Special General Meeting of the club to explain the expenditure.
- (c) Such a General Meeting must be called within 7 days of the Sub-Committee Meeting wherein the emergency capital expenditure was approved, giving at least 7 days notice to Club Members.

12.5 Action If Recording A Profit Or Loss:

If the Berth-holders account fails to record a profit or breaks even at the end of any three-month period, the section Sub-committee shall:

- (a) Within seven days of the committee meeting where notice of the situation has arisen call, giving at least 21 days notice a General Meeting of the Section to be held as soon as practicably possible.
- (b) At that meeting put forward proposals that would return the account to solvency.

12.6 Expenditure in Excess

Any expenditure including emergency expenditure in excess of £5000 shall be referred to the Executive Committee for approval and if agreed by a two thirds majority of that Committee shall be so authorised.

12.7 Display of Balance Sheet

The Balance Sheet of the Berth-holders Account shall be produced and prominently displayed in the Clubhouse each month.

13. Diving Committee And Diving Fund

13.1 Responsibility

- (a) The Diving Section Sub Committee-committee shall be responsible for the Diving Section Account.
- (b) The Diving Section Account shall be on the agenda of the Sub Committee at each meeting.

13.2 Income and expenditure

- (a) The Diving Section Account shall consist of all the income of the Diving Section but NOT club membership fees.
- (b) All expenditure from the Diving Section shall be met from this Account.
- (c) Any profit and depreciation relating to the Diving Section will accumulate in this Account.

13.3 Maximum Normal Expenditure

- (a) Subject to the conditions set herein the sub-committee may draw payments up to a value of £1000.
- (b) Any monies required to be spent from the Diving Section account in excess of £1,000 shall require a two thirds majority of the members at a Diving section meeting.
- (c) Multiple cheques shall not be raised for a single item in order to evade this or other restrictions.
- (d) A commitment to purchase shall be regarded as an actual payment in terms of the authority that is required.

13.4 Emergency Expenditure

- (a) Expenditure greater than £1000 can only be approved without prior reference to a Diving Section General Meeting in an emergency, as decided by the Diving Section sub-committee and with its officers unanimous support.
- (b) In this event the Sub- Committee must call a General Meeting of the section explain the expenditure.
- (c) Such a General Meeting must be called within 7 days of the Sub-Committee Meeting wherein the emergency capital expenditure was approved, giving at least 7 days' notice to Club Members.

13.5 Action If Recording a Profit or Loss:

- (a) If the Diving Section account fails to record a profit or breaks even at the end of any three-month period, the section Sub-committee shall:
- (b) Within seven days of the committee meeting where notice of the situation has arisen call, giving at least 21 days notice call a General Meeting of the Section to be held as soon as practicably possible.
- (c) At that meeting put forward proposals that would return the account to solvency.

13.6 Expenditure in Excess

Any expenditure, including emergency expenditure, in excess of £1000 shall be referred to the Executive Committee for approval and if agreed by a two thirds majority of that Committee shall be so authorised.

13.7 Display of Balance Sheet

- (a) The Balance Sheet of the Berth-holders Account shall be produced and prominently displayed in the Clubhouse each month.

14. General

- (a) If any monies are required to be spent by any Committee in excess of £1,000 for any services or goods, then three quotes must be obtained (the form for such quotes may be obtained from the Office) once the three quotes have been received they must be discussed and approved by a two thirds majority of the appropriate Sub Committee

- (b) Once approved by the Sub-Committee the Treasurer of that Sub-Committee must refer the matter to the Committee and advise on the quote that the sub-committee wish to accept. The Committee will then approve the quote and payment will be made in accordance with paragraph
- (c) Any sums required to be spent by any committee in excess of £10,000 shall be referred to the Members at an AGM or SGM

15. Subscriptions and Fees

15.1 Annual subscriptions

There shall be an annual subscription payable on March 1st in each year by all members, as determined in December of the preceding year by the Executive Committee.

15.2 Increases

The Executive Committee shall not be entitled to increase the membership subscription of any voting category of membership by more than 15 % in any year unless such increase shall be sanctioned by a simple majority of members present at an Annual or Special General Meeting of the Club.

15.3 Car Park Fee

The car park fee, along with other fees relating to non-voting membership may be varied in each year at the discretion of the Executive Committee when the voting subscriptions are set.

15.4 Failure To Pay Subscriptions

Should a members' subscription not be paid by March 14th in any year, the Honorary Treasurer shall write requesting payment and if the subscription shall not be received by the treasurer by March 31st of that year, unless the member can provide an explanation acceptable to the Executive Committee, they shall cease to be a member of the Club.

15.5 Reduction in Fee for Over 65

There shall be a reduction in fees, as determined from time to time by the Executive Committee, for members who have not less than 5 years membership and who have attained their sixty fifth birthday, upon application by such members.

Members shall not be permitted to make retrospective claims to this benefit.

15.6 Reduction in Fee For over 80

Members who have not less than 5 years membership and who have attained their eightieth birthday shall be eligible to apply to have their membership fee waived.

Members shall not be permitted to make retrospective claims to this benefit.

15.7 Payment

- (a) All members shall pay the membership fee upon election to the Club and thereafter by the first day of March in each year provided that:

- (i) A member elected after the first of March and before or on the last day of November in any year shall pay a proportion of the annual fee calculated from the date of joining to the following the last day of February.
- (ii) A member elected after the last day in November shall pay that proportion of the year's fees until the end of February and shall also pay the fee for the following years subscription.

15.8 Notice of Non-Payment

Notice in writing shall be dispatched to each Member whose Annual Subscription remains unpaid on 1 April (save in the case of a Member who has been elected during the calendar year when such notice shall be dispatched one month after the date of joining)

15.9 Notification of Rates to Members

Notice of any alteration in the rate of any Annual Subscription shall be sent electronically to all members and exhibited prominently in the club house no later than two weeks after the General Meeting at which such alteration was approved.

15.10 Annual Minimum Spending Requirements (Galley and Bar inclusive).

(a) Sums for Members

- (i) Berth Holding Members are required to spend £100.
- (ii) Diving Members are required to spend £50.
- (iii) Full members, not members of any section, are required to spend £50.
- (iv) Social members are required to spend £50.

- (b) These amounts will be added to each member's invoice and put on their membership card as qualifying spend points at the beginning of the financial year. Members will be allowed to redeem such points against qualifying spend at the Club House.
- (c) The period such spend will be monitored, will be 1st March until the end of February in the next year. (Qualifying spend to include purchases at the Bar and Galley for consumption in the clubhouse but not include functions or products not consumed at the clubhouse)
- (d) If a member fails to spend the qualifying points, they will lose the unspent points at the end of the period defined above.
- (e) Members are responsible to swipe their cards at the point of sale to record the transaction.
- (f) Members are responsible to inform the club and get a replacement if they lose their card or if it becomes damaged.
- (g) Points will not be retrospectively allocated against the members spend.
- (h) A reward scheme may be implemented at the discretion of the Executive Committee.

16. DISSOLUTION.

- (a) No Section of Swansea Yacht & Sub Aqua Club may split or separate themselves from other Sections of the Club
- (b) The whole or any section of the club may be dissolved but only by a resolution passed by a Special Majority at a General Meeting called especially for the purpose of such dissolution.
- (c) The Club or any section of the club may be dissolved upon a resolution to that effect passed by a majority of not less than two thirds of the members present and voting at a General Meeting of the Club or Special General Meeting called for that purpose, of which at least twenty-one days' notice shall have been sent to all members of the Club by the Honorary Secretary.
- (d) Such resolution will give instruction for the disposal of any assets held by the section or club, or in the name of the section or Club and all the outstanding debts and liabilities of the Club or Section shall be settled.
- (e) On dissolution of any section of the club then any monies or assets of that section after reconciliation of debt and outstanding liabilities shall pass into the House Account and control of the executive committee.
- (f) On the dissolution of the Club, any assets or monies that remain after discharge of all debts and liabilities, shall not be paid to, nor distributed amongst the members, but shall be given or transferred to an organisation having similar aims and objectives. Such an organisation shall be named as The Royal National Lifeboat Institution. The dissolution of the Club and the disposal of its assets shall be supervised by the official Club Auditor.

17. INDEMNITY

Each member of the Committee and of other committees, each Trustee, and each employee of the Club before or after the coming into force of these Rules shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Club, which may lawfully be so applied, against all costs, charges, liens, expenses, and liabilities whatsoever incurred by him or her in the proper execution and discharge of his or her duties or in relation thereto, including any liability incurred by him or her in initiating, presenting or defending any proceedings, civil or criminal, which relate to anything done or omitted in good faith by him or her or alleged to have been done or omitted by him or her in such capacity.

18. Limitation of Liability

18.1 Limitation of Member's Liability

- (a) The Committee or any person or subcommittee delegated by the Committee to act as agent for the Club or its members shall enter into a contract only as far as expressly authorised by implication by the members.

- (b) No one shall without the express authority of the membership in a general meeting pledge the credit of the membership.

18.2 Members Indemnification of Committee

- (a) In pursuance of the authority vested in the Committee by members of the Club members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them 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.
- (b) The limit of any individual members indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a general meeting of the Club.

Schedule 4 Berthing Rules Regulations And Bye Laws.

1. Berthing Rules.

Our aim is for you to enjoy your leisure time in the Marina along with other boat users and we ask that you are considerate to other Marina users in line with these Regulations.

1. Marina Regulations

1.1. Application of the Regulations

Every person entering the Marina for any purpose and by any means shall be deemed to agree to and be bound by these Regulations.

1.2. Risk

Apart from any loss damage or injury which results from the negligence or deliberate act of the Club or its employees every person using any part of the Marina or its facilities for any purpose (whether by invitation or otherwise) does so entirely at their own risk and the Berth Holder undertakes to make this known to every person in the Berth Holders Group including their family and visitors.

1.3 Definitions

“The Club” shall mean the Swansea Yacht and Sub Aqua Club of East Burrows Road Swansea SA1 1RE

“Committee” shall mean the Executive Committee of the Swansea Yacht and Sub Aqua Club

“Berth Holder” (hereinafter referred to as BH) means a boat owner who has an annual berthing agreement with the Club.

“Berth Holder’s Group means the Berth Holder’s family private guests’ visitors or agents servants or employees (as applicable) who are lawfully at any time within the Marina

“The Marina” means all the land adjacent water and buildings occupied by or under the control of the Club including docks slipways the pontoons jetties quays piers sheds lofts workshops hard standing roadways and car parks

“The River” shall mean the River Tawe

“The Club Berthing Master” is the person appointed from time to time by the Club’s Berth Holder’s Committee to oversee the day to day running of the pontoons on behalf of the Club

“ABP” shall mean the Associated British Ports Authority

“Berthing Agreement” the agreement between the Club and the berth holder entered into at the start of the berth holder’s occupation of a Club berth such agreement to be in the form as agreed by the Committee and approved by the Members at an AGM or SGM

“The Berth” means the allocated place or slot to moor and secure the boat within the Marina

“Boat” includes any form of craft boat ship yacht dinghy or other marine structure which is brought into the Marina and which belongs to the Berth Holder

“Length overall” shall mean the length of the boat as described in the Boat ownership documents

2. Safety and the Environment

- 2.1 The BH shall at all times be responsible for the proper upkeep and safe condition and maintenance of the Boat its gear and equipment (whether afloat or on shore) and shall maintain it in good clean and seaworthy condition and ensure that the Boat is able to navigate under its own power at all times.
- 2.2 The BH shall take all steps to be aware of current Health and Safety Environmental water use management and control policies and other legal requirements and shall comply with all reasonable instructions of the Club and/or the Berthing Manager in connection with all matters relating to the safe and efficient operation of the Marina. The BH shall ensure that they have read and understood the Club’s Health and Safety Policy and Environmental Policy copies of which are available from the Club Office
- 2.3. The BH acknowledges and agrees that the Club shall have the right without prior notice to require the BH to move and reberth the boat to any new location within the Marina for reasons of safety or good management of the Marina
- 2.4. The Club’s Berthing Manager or a Committee member or contractor employed by the Club shall have the right to board and enter the boat (by force if necessary) to carry out any necessary actions or emergency work on the Boat without prior notice to the BH if such action or work is reasonably necessary for the safety of the boat or the safety and/or convenience of other Marina users and visitors and the BH shall pay on demand the Club’s reasonable charges and expenses for such work.
- 2.5. No dangerous inflammable poisonous or noxious substances spirits oil or petrol or other inflammable liquid gas or solid shall be brought into the Marina or stored on the boat except in properly secured containers expressly designed to contain such substances against leakage or escape. The BH shall be responsible for the clean-up of any spillages or leakages that might occur
- 2.6. Marine toilets sinks and bilges must not be discharged within the confines of the Marina.
- 2.7. The BH may only refuel the boat its tenders and equipment in a safe and responsible manner and wherever possible in any designated refuelling area within the Marina. The BH shall comply at all times with all directions and regulations of the Club relating to refuelling that may be displayed in the Marina
- 2.8. The boat shall be berthed by the BH In such a manner and in such location as the club may require. All necessary warps and fenders shall be provided by the B H and the BH expressly undertakes and agrees to ensure that the boat is properly and safely secured and attached to the pontoon or mooring at all times. In particular it is the responsibility of the BH to check the security of all the warps and to replace them when necessary.
- 2.9. The BH shall navigate and control the boat in the Marina at all times in a seamanlike manner so as to cause no danger damage or inconvenience to any other person or boat. In particular the boat shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions displayed from time to time within the Marina or imposed by any relevant River authority.

- 2.10 The BH shall at all times observe the bylaws of the club and those of the ABP and the Council of the City and County of Swansea affecting the Marina
- 2.11 the BH shall not operate or permit to be operated within the Marina any engine generator machinery radio or any other operations so as to cause any noise dust pollution or any nuisance annoyance or inconvenience to other users or any person residing in the vicinity of the Marina. The BH further undertakes and agrees for themselves and the BH's Group that they shall behave in a considerate manner while using the boat and the Marina facilities and in such a way as to cause no nuisance annoyance or inconvenience to any other users of the Marina
- 2.12 the BH shall ensure that at all times halyards flags banners and other items attached to the boat shall be secured so as not to cause any noise nuisance annoyance or inconvenience to other users.
- 2.13 The BH understands and agrees that the club has the right to require the BH or the BH's Group (or any of them) to leave the Marina immediately if they act recklessly or unreasonably or fail to observe these or any other applicable regulations.
- 2.14 no waste or refuse is to be thrown into or deposited in any part of the Marina except in the designated receptacles provided by the club. Waste or refuse which is not disposed of in the Club's receptacles shall be completely removed by the BH from the Marina. The disposal of oil petrol tar paint (anti fouling or otherwise) sewage or any other similar toxic or noxious substances and wastes shall be exclusively placed into the receptacle's specifically provided to receive such waste materials. The disposal of out-of-date flares or other pyrotechnics is the sole responsibility of the BH and cannot be disposed of by the Club. In no circumstances shall such waste material be discharged into the water or left elsewhere in the Marina.
- 2.15 animals may only be brought into the Marina on condition that they are at all times kept under the control of the BH. Dogs have to be kept on a leash and shall not cause inconvenience in the form of noise or fouling of the Marina or any other boat or vessel. Strict regulations exist for the control of rabies and the Club reserves the right to require the BH to remove any animal from the Marina which has originated or has been taken abroad.
The Club reserves the right to report the presence or any animal in the Marina to the Environment Agency or other responsible authority.
- 2.16 The BH shall not erect any washing line on the boat or within the Marina or allow any washing to be displayed on the exterior of the boat
- 2.17 The BH shall take all necessary precautions against the outbreak of fire in or upon the Boat. The BH shall provide at least one fire extinguisher in or upon the Boat suitable for the type of engine the fuel and equipment relating to the Boat and of a kind which shall be approved by the club. Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order
- 2.18 fishing water skiing speed boat racing windsurfing hydroplaning jet skiing swimming and diving are prohibited within the Marina. A maximum water speed limit of five knots (3 knots adjacent to hoist docks or lock approach) and a maximum land speed of 10 mph (or such other speed limit in force from time to time) must at all times be observed within the Marina. In any event all vessels must travel at a speed that does not cause an excessive wash.
- 2.19 Luggage trolleys must be returned to the designated trolley storage area after use.
- 2.20 No person shall be permitted to work on the boat or otherwise in the Marina so as to cause nuisance or annoyance or inconvenience to other Marina users or visitors or damage to other boats. The BH shall take steps to ensure that the minimum of dust is caused when cleaning or maintaining the boat or as a result of any other operations. The BH shall himself/herself or otherwise ensure that all waste materials shall be cleared daily after work on the Boat or otherwise and shall be deposited in suitable receptacles. If the BH or any agent of the BH shall fail promptly to clear away any such waste the Club shall be entitled (but not obliged) to remove such waste and if it does so the BH shall pay on demand the Club's reasonable costs and expenses incurred in collecting and disposing of such waste.

- 2.21 The BH or any other persons on the Marina are to report to the Berthing Manager or to the Club office any injury or accident that they become aware of in the Marina
- 2.22 No boat stored ashore may be moved nor shall any chocks or shores be moved except with the Club's consent. Berth holders or their agents must not at any time interfere with alter or remove chocks stays or cradle legs used for the storage of any vessel.
- 2.23 All high windage items must be removed prior to the Boat being removed from the water
- 2.24. No boat shall be used for residential purposes for a continuous period of 12 months in any one year.
- 2.25 No boat shall be used in the Marina for any commercial purpose.
- 2.26 If there is a dispute between the BH with another berth holder or with the Club concerning the these Regulations or the safety of berthing or any procedure within the Marina then the matter will be referred to the Committee for decision.

3. Management

- 3.1. The Boat and all other property moored or stored ashore is at the sole risk of the BH.
- 3.2. The Club retains all rights of possession in respect of the Berth.
- 3.3. The Club shall have an absolute right to alter the location of the Berth within the Marina and the Boat shall be moored in the berth allocated by the Club from time to time and shall not be moored anywhere else in the Marina without the approval of the Berthing Manager
- 3.4. Access is strictly limited to those parts of the Marina which the Club makes available for use by the BH and the Berth Holder's Group.
- 3.5. The Club permits routine maintenance and upkeep work in accordance with 2.20 above but neither the BH nor anyone employed by them shall be permitted to construct or complete the construction of any boat within the Marina
- 3.6. For the avoidance of doubt use of the boatyard for maintenance works and repairs is for berth holder members of the Club only
- 3.7. Dinghies tenders and rafts shall be stowed on the boat unless the Committee agree otherwise in writing.
- 3.8. The Boat and any other associated dinghies tenders and trailers shall be clearly marked with the name of the Boat. Any other equipment which is not stored on the Boat should also be clearly marked with the name of the Boat.
- 3.9. No parts of the Boat or other equipment shall be left unattended on the pontoon.
- 3.10 The Club reserves the right to amend add to or vary these regulations and terms and conditions from time to time in order to promote the better administration of the Marina in the interests of the users of the Marina as a whole or to comply with statutes regulations or bye-laws
- 3.11 The BH shall not display or cause to be displayed on the boat any 'for sale' 'for charter' or 'To Rent' sign.
- 3.12 The Club does not accept any responsibility for electrolysis that may occur in sea water within the Marina and the BH should be aware of the requirement to install galvanise isolators where applicable

3 Car Parking

- 4.1 Only Berth Holders or Diving members with a key fob for the barrier can park in the Club's car park. Members leaving their cars or other vehicles in the car park do so at their own risk.
- 4.2 No vehicle is to be parked in the boatyard so as to obstruct the roadways slipways platforms or any other areas nor shall any vehicle be abandoned in the car park or boatyard or anywhere else in the Marina. All trailers should clearly display the owner's name and contact details and must be kept locked. The Club reserves the right to remove any abandoned vehicles or trailers from the Marina and recover the costs thereof from the owner.

4.3. No tent caravan (motor or trailer) commercial vehicles or other vehicles adapted or designed for sleeping or storage may remain in the Marina without the consent of the Committee.

4 Insurance

5.1 The BH assumes all risks and responsibility for the security of the boat and its safe operation at all times. The BH shall maintain in full force and effect third party fire and theft insurance in the sum of at least one million pounds (£1,000,000) per incident with a reputable insurance company.

5.2. The BH shall on demand supply a copy of the current insurance certificate to the Club upon renewal of the berthing agreement and upon request of the Secretary of the Berth Holders Committee or before the boat is taken out of the water for repair or maintenance in the boatyard.

5.3 Notwithstanding any other provisions of these regulations concerning the control and management of any person working upon the boat it is the BH's strict responsibility to ensure the competence satisfactory insurance status and adequate and safe working conditions for all persons that may carry out any work upon the Boat.

5 Payments

6.1.1 The standard charge for berth holders is calculated by reference to the total length of the vessel as defined in 1 above.

6.1.2 A catamaran will be charged at the standard charge plus 50%.

6.2 In addition to their membership subscription payable under Rule 14.5 all berth holders shall spend the sum of one hundred and fifty pounds (£150) at the bar or galley and such sum will be added to the invoice in respect of the member's subscription fee and such sum of one hundred and fifty pounds (£150) will be added to the berth holders' card.

6.3 The Committee may at its discretion add 10% to any invoice which is outstanding for a period of two months.

6.4 The BH shall pay for all electricity consumed by him/her as shown by the meter allocated to the berth holder's vessel.

6.5 All fees in respect of the Harbour/ Tawe Lock paid to ABP and the Council of the City of Swansea will be collected by the Club as part of the berth holder's annual fee and paid to the appropriate authority and shall be shown as a separate item in the Club's accounts.

7 Failure to Make Payments

7.1 The Club shall have a general lien on the BH's vessel while in the Marina and any other property situated on any part of the Club premises for all monies from time to time due and owing to the Club in respect of the said vessel and other property.

7.2 Such vessel shall be subject to the provisions of the Torts (Interference with Goods) Act 1977 which confers on the Club a right of sale exercisable in certain conditions. Such sale will not take place until the Club has given notice to the owner or has taken reasonable steps to trace him/her in accordance with the Act.

7.3 The Club may sell any property over which the Club has a lien on giving reasonable notice to the Berth Holder or his/her successor in title or any person having an interest in the said property of such proposal to sell.

7.4 The proceeds of sale (after the payment of all monies due to the Club and the costs of the sale) shall be paid to the BH or such other person as shall be entitled to the same.

8 General Rules

- 8.1 All berth holders their crew and guests shall observe and follow the Rules and Regulations of the ABP and the Council of the City and County of Swansea from time to time in force and the Berth Holders agree to indemnify the Club against all and any claims causes of action suits damages and other demands whatsoever arising out of any breach or failure to observe perform or abide by the said Rules and Regulations by the berth holder his/her crew and guests
- 8.2 All berth holders must obey the signals and instructions of ABP to ensure the safe movement of commercial shipping using the docks entrance and the shipping lanes. Commercial shipping shall have priority at all times.
- 8.3 The Club Berthing Master must be obeyed at all times for the efficient running of the Marina.
- 8.4 No sewage oil petrol diesel contaminated bilge water used batteries or other pollutant of any kind shall be allowed to escape into the Marina the River or Swansea Dock.
- 8.5 Vessels moored in the Marina shall not be lived on for a continuous period of twelve months in any one year.
- 8.6 The Marina provides mooring for sea going craft and the BH accepts full responsibility for the condition of his/her Boat.
- 8.7 The BH shall ensure that any person having an interest in the vessel moored in the Marina (whether as a partner shareholder or stakeholder or other interested party) shall also be a full member of the Club.
- 8.8 The name of the vessel or that of its owner shall be displayed on the said vessel so that it is visible from the pontoon to which it is moored.
- 8.9 No barbecues or any form of cooking shall be allowed on any pontoon.
- 8.10 A berth holder may not sublet any part of his/her berth.
- 8.11 No commercial activity of any kind shall be conducted in the Marina or on any part of the Club premises and no commercial vessel shall be moored on the pontoons.
- 8.12 Within fourteen days of any sale transfer or mortgage of the vessel the BH shall inform the Club's Honorary Secretary of the name and address of the purchaser transferee or mortgagor

9. Breaches of the Terms of the Berthing Agreement

- 9.1.1 If the breach is capable of remedy, then the Club may serve notice on the BH requiring that the breach is remedied within a period of fourteen days or such other period as the Committee shall deem reasonable.
- 9.1.2 If the BH remedies the breach within that period then the matter will be closed.
- 9.2 If the breach is not capable of remedy then the Berthing Agreement shall be terminated and the BH will be asked to remove his/her vessel from the Marina within 28 days

2. Bye Laws.

2.1. General Rules

- 2.1.1 These bye-laws are in addition to and should be used in conjunction with the Club Rule Book Mooring Regulations and the Marina and boatyard guide which shall form part of these bye-laws (except that items marked with an asterix therein are advisory only). The Byelaws may be amended or added to from time to time.
- 2.1.2. Updated Byelaws will be permanently attached to the Official Notice board.
- 2.1.3 Berth holders only are entitled to use the yard and slipway according to the advertised conditions. (A copy is available on request).
- 2.1.4 Commercial contractors crane hire operators etc are not allowed in the yard except with the prior consent of the yard management, bosun or Berth Holders Committee.
- 2.1.5 Commercial fees are by prior agreement.
- 2.1.6 The Executive committee may at its discretion add 10% to any outstanding account after due notice has been given.
- 2.1.7 After a period of six months (at the Committee's discretion) a member may be asked to remove his/her boat from the boatyard.
- 2.1.8 All boatyard charges must be paid in advance or immediately on demand.
- 2.1.9 Launching and recovery of boats has priority – no other use is allowed whilst in progress.

2.2 Marina and Boatyard.

- 2.2.1 Berths are supplied subject to conditions as shown on the Berthing agreement, and Marina and boatyard guide and regulations.
- 2.2.2 Berths may not be loaned or sublet.
- 2.2.3. Berth Holders are required to provide the Club office with their current telephone number(s) so that the club may contact them in an emergency.
- 2.2.3 Berth holders may nominate another member as an Agent, one who has keys and the necessary knowledge to gain access, operate the engine, pumps, stopcocks etc., and move the vessel in an emergency.
- 2.2.4 The Club reserves the right to move a vessel and/or gain entry to a boat in the case of an emergency, to carry out emergency work on a Vessel and recover any reasonable costs from the owners(s)

- 2.2.5 The Club accepts no responsibility for any loss or damage to any vessel and all use of the Club's facilities shall be at the owner's risk.
- 2.2.6 The Berth holders and skipper shall comply with all reasonable directions given by the Berthing Master, Boatyard Manager or Bosun.
- 2.2.7 Members are entitled to use the yard, facilities and slipway in accordance with these rules and subject to the advertised charges and conditions.
- 2.2.8 Berths may not be loaned or sub-let.
- 2.2.9 The Committee reserves the right to fine any member in serious default of these Byelaws to any amount up to a maximum of £50 for each offence, and/or suspend the use of the mooring.
- 2.2.10 The Club may set a scale of charges for access to Commercial Contractors to the boatyard and marina.

2.3 Boatyard Usage

- 2.3.1 All boatyard movements (other than trailed vessels) and space allocations must be authorised by the Boatyard Manager or Bosun.
- 2.3.2 Permission must be obtained before vessels, other than trailed vessels are taken into or removed from the yard.
- 2.3.3 Members working in the boatyard must adopt safe working practices.
- 2.3.4 Electric equipment and leads must be maintained in a safe condition.
- 2.3.5 All vessels must be supported by a suitable and safe cradle or supports supplied by the boat owner and at the owner's risk.
- 2.3.6 The owner or his agent must check all cradles and/or supports at the time of emplacement.
- 2.3.7 Valuable equipment must be removed from all vessels stored in the boatyard.
- 2.3.8 The boatyard and slipway are to be left clean and all waste disposed of appropriately.
- 2.3.9 All ladders and steps are to be removed from site or secured with a padlock and chain so as to prevent unauthorised use or access to vessels.
- 2.3.10 Users are responsible for their own safety and have a duty of care for the safety of other persons in the boatyard or on the slipway.
- 2.3.11 Vehicles must not be brought into the boatyard without the permission of the Bosun or Boatyard Manager unless launching or recovering a trailed boat.
- 2.3.12 The Committee may request the removal of any vessel, trailer, cradle or other items stored in the boatyard.
- 2.3.13. The launching and recovering of boats by the Club has priority over all other activities.
- 2.3.14 The public waterside footpath (a right of way) must be kept clear at all

times. This right of way is marked by the cobble set area along the riverside and across the slipway.

- 2.3.15. No items of boat gear fittings equipment or supplies etc shall be left in the boatyard car park or on the Marina pontoons.
- 2.3.16 Commercial contractors, including transport and crane operators must obtain the Boatyard Manager or Bosun's prior consent and pay any charges as set out in the boatyard advertised charges.
- 2.3.17 The slipway is to be used for the launching and recovery of vessels only. The wedge trolley, rails or cable must not be obstructed.
- 2.3.18 Drying out may only be undertaken with prior permission from the Bosun or Boatyard Manager.

2.4 Rubbish and Waste

- 2.4.1. Mixed garbage is to be placed in plastic bags, compressed where possible and placed in the bins provided or taken home.
- 2.4.2. Waste oil is to be placed in the provided oil container

2.5. Marina.

- 2.5.1 The marina bridgehead gate must be locked at all times and must not be left open.
- 2.5.2 No person is to be admitted onto the pontoons unless they are personally known to the person allowing them access.
- 2.5.3 Vessels shall be berthed or moored in such a manner and position as the Club may reasonable required.
- 2.5.4 Mooring ropes must be adequate to hold boats in all conditions and secured so as to prevent damage to adjacent boats.
- 2.5.5 The Berth holder or his agent must check boats and their moorings at least once per week.
- 2.5.6 Nothing may be fixed, modified or attached to the marina without the express permission of the Bosun Berthing Master.
- 2.5.7 The electricity sockets (apart from the berth holder's private supplies) may only be used during day light hours. Electric cables may not be left connected when not in use.

NOTE

All The Rules Regulations and policies contained in this document shall be reviewed by the Committee at least every two years.