



## ***Club Rules - Hythe (Southampton) Sailing Club***

These rules come into force at 23:59 on 04/12/2023

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Version	Description and Notes	Written	Approved	Review Due
Vr 12	Minor changes conform to corporation tax rules	P Beverley-Smith	AGM 20/11/2021	2022
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# **1 NAME AND BURGEE**

- 1.1 The name of the Club is Hythe (Southampton) Sailing Club (herein referred to in these rules as the Club) and the burgee of the Club shall be green with a horizontal blue wavy band bordered with gold.

# **2 OBJECT OF THE CLUB**

- 2.1 The object of the Club is to promote and facilitate the sport of sailing and to provide social and other facilities for members.
- 2.2 The Club is an unincorporated not for profit association. Any surpluses will be used to support, maintain or improve Club activities or facilities. In the event of the Club winding up, any surplus assets shall be distributed in accordance with Club Rule 10.

# **3 MANAGEMENT**

## **3.1 Powers of the Committee**

- 3.1.1 The General Committee, hereafter referred to as the Committee, shall manage the affairs of the Club according to the Rules, bye-laws and current legislation and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting. In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.
- 3.1.2 The Committee shall meet nominally each month on no less than 8 occasions a year to review and manage Club affairs. Committee meetings shall have a quorum of at least 60% of Committee members for binding decisions.
- 3.1.3 Bye-laws shall be made by the Committee as they think fit for the proper management of the Club and shall be available to view at the Club and posted on the Club website. Club members will be notified of changes to bye-laws.
- 3.1.4 Members eligible for election to the Committee shall be members (see Section 4 for definition) who have completed their period of probation and are of good repute. Any person being an employee or having a business or financial interest in the Club shall declare it to the Committee and shall not vote on any resolution to which they have declared such interest.
- 3.1.5 The Committee shall consist of Flag Officers, Honorary positions and Club members elected to specific roles.

- 3.1.6 The Officers of the Club shall be the Flag Officers and elected members holding Honorary positions.
- 3.1.7 The Flag officers shall be a Commodore, Rear Commodore House, Rear Commodore Sailing.
- 3.1.8 The Honorary positions shall be the Honorary Secretary, Honorary Treasurer, Honorary Membership Secretary, Honorary Mooring Secretary.
- 3.1.9 The specific roles for elected Committee members shall be decided by the Committee and offered for nomination to the membership prior to the AGM. Their number should not exceed the number of Officers of the Club
- 3.1.10 **Appointment of sub-Committees.** The Committee may appoint such sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-Committees shall consist of such members of the Committee or of the Club as the sub-Committee may think fit. Sub-Committees shall be chaired by an officer of the Club. The Commodore shall be an ex officio member of all such sub-Committees.
- 3.1.11 **Disclosure of interest to third parties.** A member of the Committee, of a sub-Committee or any officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.
- 3.1.12 **Limitation of Committee's authority.** The Committee, or any person or sub-Committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in a General Meeting, borrow money or incur debts on behalf of the Club or its membership.
- 3.1.13 **Members' indemnification of Committee.** In pursuance of the authority vested in the Committee by members of the Club, members of the Committee shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.
- 3.1.14 Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments, the Committee shall be entitled to a personal indemnity from the individual members of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

**3.1.15 Contractual Liability.** The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate. *“The liability of the Committee and or Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.”*

## **3.2 Trustees**

3.2.1 There shall be a minimum of three and a maximum of four Trustees of the Club. All property of the Club (other than cash which shall be under the control of the Honorary Treasurer) shall be held by the Trustees for the time being in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club as the Committee shall from time to time direct by resolution. (An entry in the minutes shall be evidence of such resolution). The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments properly incurred or made by them or any one of them in the exercise of their duties, or in relation to any property of the Club vested in them, or in relation to any legal proceedings or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

3.2.2 Trustees shall not hold office in the Club as Flag Officer, Honorary position, Committee member or paid employee.

3.2.3 Trustees shall be Members who are and continue to be of good standing and who have been Members of the Club for a continuous period of 7 years. Trustees shall be persons of integrity who shall, when first elected, have knowledge and experience of the management and operation of the Club.

3.2.4 Trustees shall be nominated by the Committee, or by the membership and elected by the members at an AGM or SGM. Trustees shall hold office for a period of four years. Trustees may be re-elected provided that; no trustee shall hold office for a period exceeding eight years. For giving effect to such election, the Commodore is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustees Act 1925 as amended.

3.2.5 In the event of a Trustee behaving in a manner inappropriate to their position, the Trustee may be removed from office on a two-thirds majority vote of the Committee; the action to be ratified by a majority ballot at an AGM or SGM. In the event of the death, resignation or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place as soon as possible and thereafter take all lawful and practical steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. The Trustees shall receive all notices, agendas, minutes, accounts and papers provided to

members of the General Committee and may attend, speak and vote at meetings unless such action is in breach of their responsibilities under the Trustee Acts.

3.2.6 Trustees shall represent the interests of the Members as a whole and may respond to and offer advice to the Committee upon any matter relating to long-term strategy or the commitment of significant financial or other resources.

### **3.3 Accounts**

3.3.1 The Honorary Treasurer shall prepare an annual balance sheet of the accounts. The Committee shall appoint an auditor or independent financial examiner to review the accounts and certify their accuracy. The club accounts shall be made available to all members in accordance with Rule 7.8

3.3.2 No member shall make any purchase for or on behalf of the Club unless authorised by an Officer. Payment for out of pocket expenses will be by submission of the approved document for Bank Transfer.

3.3.3 Both the Honorary Treasurer and Commodore will be signatories on the club's bank accounts, having access to all accounts by written instruction, telephone banking and mobile banking app (when available). Both the Honorary Treasurer and Commodore have individual access and can act independently to authorise transactions in full; both signatories are not required.

3.3.4 The club will use a modern banking reconciliation tool to connect to all bank accounts and match all transactions accordingly to issued invoices and payments. Read only access is provided to all members of the General Committee and Trustees.

### **3.4 Data Protection Act**

3.4.1 Membership of the club and acceptance of these rules by members will constitute consent to the Club holding relevant personal data for the purposes of the Data Protection Act 2018.

## **4 MEMBERSHIP**

4.1 Membership of the Club shall be available to any person interested in sailing or boating regardless of sex, age (subject to minimum age restrictions), ethnicity, nationality, sexual orientation, religion or disability. Membership may however be limited according to available facilities on a non-discriminatory basis.

### **4.2 Membership Classes**

4.2.1 The Club membership shall consist of the classes listed below with power to vote at meetings of the Club as indicated.

- 4.2.2 Where a membership class has age requirements, then unless otherwise stated, the age is that applying at the start of the membership year or, for new members, the date of application for membership.
- 4.2.3 **Family Members:** This shall include one or two cohabitating adults and all children within their care under eighteen years of age. The family unit shall have one vote per adult for each resolution at a General Meeting.
- 4.2.4 **Single Member:** A person who at the time of application shall have attained the age of eighteen years who shall have one vote for each resolution at a General Meeting. The subscription will be 75% of the Family Membership subscription.
- 4.2.5 **Student and Young Adults:** The subscription for Single Members aged between sixteen and twenty-two years will be 30% of the Family Membership subscription. On attaining the age of eighteen years they shall have one vote for each resolution at a General Meeting.
- 4.2.6 **Senior Members:** Senior membership is available to individuals or couples who meet the age and qualifying requirements described below or have been granted senior membership status under previous provisions.
- 4.2.6.1 **Senior Partners:** Where any one member of a Family Membership reaches the age of State Retirement Age having completed ten consecutive years of membership. Senior Partners shall each have one vote for each resolution at a General Meeting. The annual subscription shall be 85% of the Family Subscription.
- 4.2.6.2 **Senior Single:** At State Retirement Age, having completed 10 consecutive years as a Member and shall have one vote for each resolution at a General Meeting. The subscription shall be 65% of the Family Membership subscription.
- 4.2.6.3 The change from Family or Single Membership to Senior Membership can only take place at the time of membership renewal at the start of the membership year.
- 4.2.7 **Crew Members:** An individual membership for those who do not own or keep a boat at the Club, but wish to crew for members and/or use the Club socially. The subscription will be 30% of the Family Membership subscription. Crew Membership is a restricted class with the following conditions, but otherwise members are able to make use of the facilities offered by the Club. Crew members shall have one vote for each resolution at a General Meeting. The restrictions are:
- 4.2.7.1 Crew members are not permitted to bring any vessel to, or keep any vessel at the Club.
- 4.2.7.2 Crew membership is not available to any person having a joint or shared ownership in any boat kept at HSC .
- 4.2.7.3 Crew membership is an individual membership and does not include Partners or Children.

- 4.2.7.4 They may not sit on the General Committee or any sub-Committee unless co-opted.
  - 4.2.7.5 They are not permitted to introduce guests or visitors to the Club.
  - 4.2.7.6 On invitation, RYA courses can be taken by this class of membership however extra costs will be charged as agreed by the Sailing Sub Committee.
  - 4.2.7.7 They may not hire club owned boats (they may accompany a member who has hired a Club owned boat).
  - 4.2.7.8 They may not normally use specialised Club equipment except for the benefit of Club activities as may be approved by the Committee.
- 4.2.8 **Honorary Members:** Elected by the members at a General Meeting on the recommendation of the Committee. There will be no subscription, nor entrance fee. The Commodore will present honorary members with a special club tie. Honorary Members will have one vote for each resolution at a General Meeting.
- 4.2.9 **Life Members:** Awards of Life Membership have ceased. Life membership awarded to existing members under previous provisions will continue to be honoured. There will be no annual subscription charge. Life Members will have one vote for each resolution at a General Meeting.
- 4.2.10 **Un-Escorted visitors:** Non members who require unescorted access must sign a form which includes an agreement to abide by club rules and not to make purchases from the bar. When required they may purchase a club key and gate card and return it for a refund on leaving.
- 4.3 **Miscellaneous Membership Rules.**
- 4.3.1 Any member upon request shall produce proof of their current membership whenever called upon so to do by any member of the Committee or Bar staff.
  - 4.3.2 It is the responsibility of the individual to inform the Honorary Membership Secretary when any change of membership category is appropriate.
  - 4.3.3 Every member shall furnish the Honorary Membership Secretary with an up to date address for correspondence. Any change of postal address, telephone number or e-mail should be notified within 14 days. Any notice or correspondence sent to the last known address held on the Register of Members shall be deemed to have been duly delivered.
  - 4.3.4 Children under the age of 16 are not permitted access to the Club unless accompanied by a responsible adult member over 18 years. Children under 16 wishing to engage in Club organised sail training or coaching must be registered within a Family Membership.
  - 4.3.5 The Committee will decide any anomaly or application for membership or change of membership class, which does not fit comfortably within the above classes, on an individual

basis. Such cases will not be considered as setting a precedent, nor will they lead to increased or changed membership classes.

- 4.3.6 No member shall lend his gate card or Club key to a non-member.
- 4.3.7 Any member employing a contractor to carry out work on their boat or other property at the Club must at all times be on site to ensure the contractor is compliant with all the Club rules & Byelaws. If this is not practicable, he shall ensure that another member is able to undertake this duty on his behalf.
- 4.3.8 Smoking and vaping is prohibited within all indoor areas of the club, the clubhouse balcony and veranda areas. A designated smoking area is provided for those wishing to smoke or vape in poor weather.

#### **4.4 Application for Membership**

- 4.4.1 Prospective members will be required to complete the application form. The form must be returned to the clubs Honorary Membership Secretary who will publish the names.
- 4.4.2 Submission of an application form to join the Club either in hard copy or electronically by the applicant is deemed acknowledgement that these Rules (and any bye-laws made under the authority of these Rules) constitute a legally binding contract to regulate the relationship of the members with each other and the Club. To avoid misunderstanding members are advised to regularly review the Rules and Byelaws.
- 4.4.3 Normally, prospective members will be invited to join the Club for a 12 month probationary period applicable from the date of payment of the initial membership subscription and any entrance fee. The Club reserves the right to refuse, withdraw or extend probationary membership without leave to appeal at any time during the probationary period if in the opinion of the Committee he/she is either unworthy as a member or injurious to the interest of the Club.
- 4.4.4 Prospective Members applying to join the Club after the 1st of October shall be charged 1/12 of the applicable subscription for each remaining complete or part month of the membership year. An administration fee will be applicable in full.

#### **4.5 Disciplinary Process**

- 4.5.1 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 the member liable to disciplinary action by the Committee, which may include suspension for a specified period or expulsion.
- 4.5.2 Before taking such disciplinary action against a member, the Committee shall call upon that member for a written explanation of the members conduct and shall give the member an opportunity to discuss the matter with the Committee or to resign from the club.



- 4.5.3 A resolution to apply a sanction shall be by a 75% majority vote of those members of the Committee present.
- 4.5.4 A member wishing to resign his membership shall give notice in writing to the Honorary Membership Secretary before one calendar month before the start of the membership year and shall not then be liable to pay any subscription charges for the following year.
- 4.5.5 In the event that a Member or Probationary Member resigns or is expelled from the Club during a subscription year the Membership subscription, any entrance fee or administration charges are non-refundable. All property must be removed before a member resigns or within 7 days following being expelled. If not removed as required the property will be regarded as unauthorised and dealt with as defined in the section of the Mooring and Pound Byelaws relating to abandoned or unauthorised property.

#### **4.6 Fees**

- 4.6.1 The General Committee shall submit to the membership at the AGM their recommendation for the following year's annual membership subscription rates. The non-participatory surcharge for all membership classes will be agreed by the General Committee and announced at the AGM. The membership year starts on 1<sup>st</sup> April.
- 4.6.2 Membership subscription, mooring and pound fees are due at the start of the membership year. The invoice for these sums will be issued in the previous month. A Club member who has failed to make full payment by the due date, or instalment payments made on schedule according to a mechanism agreed by the Committee, within 28 days of being due, shall be in arrears and will then be subject to a surcharge as set by the General Committee. A notice will be sent to the member notifying them of this fact. If outstanding membership subscriptions and any surcharges are not paid within a further 21 days, the member will be regarded as having resigned. At such time, any property remaining on the Club premises or moorings will be regarded as unauthorised and dealt with as defined in the section of the Mooring and Pound Byelaws relating to unauthorised or abandoned property. At the discretion of the Committee, following notice of special circumstances any surcharge imposed may be waived.
- 4.6.3 The Finance sub-Committee shall submit to the Committee their recommendation for the following year's annual mooring fees and pound fees for their ratification.
- 4.6.4 All fees will be separately published each year in a table of charges.

#### **4.7 Participating Members & Beneficial Work**

- 4.7.1 The Club is run by the members for the members. The Club therefore expects all members to take an active role in the operation of the Club and (subject to the exclusions below) they are required to contribute at least a minimum number of hours of beneficial work to tasks on behalf of the club. The number of beneficial hours for each class of membership shall be

discussed and agreed at the AGM. The beneficial work shall then be undertaken between 1st January & 31<sup>st</sup> December in the following year. Either or both members of a Family or Senior Partners membership may perform the hours.

- 4.7.2 Qualifying work shall be by volunteering to undertake a service of benefit to the Clubs operations or activities. If a member intends to undertake any work, they should first verify with a member of the Committee that the activity is regarded as qualifying.
- 4.7.3 The number of hours worked, the date, task, and signature of the authorising Committee member shall be recorded at the time the duty is undertaken or as soon as practical after completion. Beneficial hours may be performed by either member listed in the membership database for Family and Senior Partner memberships. The record shall be submitted to the Honorary Membership Secretary as soon as the required hours are completed and in any case by 31<sup>st</sup> of December.
- 4.7.4 When any Single Member or when either partner in a Family or Senior Partner Membership class is aged 72 or over on the date of annual subscription, they shall thereafter be exempt work party duties. In addition, on application to the Committee outlining special circumstances and at the discretion of the Committee other members may be exempt for one year.
- 4.7.5 Members who declare themselves as participatory and fail to produce evidence of their work party hours shall be charged the annual membership subscription surcharge upon renewal at the end of the year.
- 4.7.6 All participatory members are required to identify activities that they are capable of undertaking and to make proactive enquiries with the Secretaries or Committee members as to tasks that they can be allocated before 1<sup>st</sup> July in the year.

## **5 VISITORS & GUESTS**

- 5.1 Where permitted members may introduce guests to the club who shall sign the Club Visitor Book.
- 5.2 Visitors (persons visiting the club of their own volition, members of RYA affiliated Clubs or contractors working at the Club (either for the benefit of the Club or a Club member) shall make an entry in the Club Visitor Book after making contact with a Club member. Contractors must be covered by insurance in respect of third party public liability and shall be escorted in accordance with Rule 4.3.7.
- 5.3 Visitors and guests may not purchase items from the bar unless attending a special function, authorised by Rear Commodore House who for tax reasons will inform the Honorary Treasurer.

- 5.4 In the event that the Committee conclude that a guest or visitor is abusing the use of guest or visitor status, he will be asked to refrain from further entering the club premises. Should the guest or visitor wish to continue to use the Club facilities they should be offered membership. Typically, the Committee will consider that an individual may visit the Club as a guest or visitor on no more than six occasions in a 12-month period.

## **6 INSURANCE & LIABILITIES**

- 6.1 All boats owned by members must be covered by third party insurance to the limits defined in the Mooring Byelaws.
- 6.2 All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.
- 6.3 Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-

Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept: -

- a) The Club will not accept any liability for any damage to, or loss of property belonging to members.
- b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, or any other facilities of the Club, either sustained by members or caused by the said members, whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.

## **7 GENERAL MEETINGS**

- 7.1 A General Meeting may take the form of an Annual General Meeting (AGM) or a Special General Meeting (SGM).
- 7.2 An AGM shall normally be held in the Club premises between mid November and early December each year on a date selected by the Committee.
- 7.3 An SGM may be called at the request of the Committee or on receipt by the Honorary Secretary of a written request to this effect signed by a minimum of twelve members of the club. The Honorary Secretary will issue a Notice of a SGM not less than 40 days in advance of the meeting.

- 7.4 At General Meetings of the Club, the Chairman shall be the most senior Flag Officer present or a deputy nominated by that Flag Officer.
- 7.5 Every member of a class entitled to vote may attend a General Meeting and shall have one vote in each resolution. In the case of an equality of votes for and against a proposal, the Chairman of the meeting shall have a second or casting vote.
- 7.6 Visitors and guests, children of Family Members, and Student Members under the age of 18 are not permitted to attend or vote at General Meetings.
- 7.7 The Agenda for the AGM shall contain the following topics:

a) Apologies	g) Election of Trustees (if required)
b) Approval of Minutes of the previous AGM	h) Approval of Membership Subscriptions and budget for the following year
c) Matters arising from those minutes	i) Beneficial hours for the following year.
d) Reports from Flag Officers	j) Any proposals regarding rules or other matters
e) Treasurers Report	k) Address by any new Commodore
f) Election of Flag Officers, Honorary Positions and General Committee Members	l) Any Other Business

- 7.8 The timescale of events leading up to the AGM shall be:

40 days before the AGM	The Honorary Secretary shall notify members the date and time of the meeting.
	Prepare nomination papers for members wishing to stand for election as Flag Officers, Honorary Positions, and Specified Committee positions.
	Prepare nomination papers for members wishing to stand for election as Trustees (if required).
28 days before the AGM	Names of candidates for election as Flag Officers and their proposer and seconder must have been provided to the Honorary Secretary.
	Names of candidates for election as Honorary Officers and their proposer and seconder must have been provided to the Honorary Secretary.
	Names of candidates for election as Committee members and their proposer and seconder must have been provided to the Honorary Secretary.
	Names of candidates for election as Trustees (if required) and their proposer and seconder must have been provided to the Honorary Secretary.

	The Hon Secretary shall have received the details of all proposals for inclusion in the agenda to be considered at the meeting.
14 days before the AGM	The Agenda for the meeting, the Budget for the 12 months following the meeting, the list of candidates standing for election, the proposals to be put to the membership and a copy of the annual accounts shall be displayed on the notice board and notified to each eligible voting member.

## 7.9 Special Circumstances

- 7.9.1 Where external circumstances prevent holding an AGM or SGM as normally required by the club rules then these will be defined as special circumstances.
- 7.9.2 A temporary committee shall be formed of those elected members that are willing and able to continue until an AGM or SGM can be held.
- 7.9.3 Any rule changes required to manage the club in special circumstances shall be approved by members by an email or postal ballot.

## 8 ELECTIONS AND RULE CHANGES

### 8.1 General

- 8.1.1 All elections shall be by secret ballot.
- 8.1.2 Nominators and Seconders for any Member wishing to stand for election to the Committee or those proposing rule changes shall be voting Members of the Club.

### 8.2 Election of Officers and Committee

- 8.2.1 The Flag Officers and Committee shall be elected at the AGM each year and shall hold office until the conclusion of the AGM the following year.
- 8.2.2 The retiring Flag Officers and Committee shall be eligible for re-election excepting that no Member should hold the office of Commodore for more than two consecutive years, or Rear Commodore for more than four consecutive years.
- 8.2.3 If having completed the maximum term as a Flag Officer there are no nominations to fill such a vacancy, then subject to the approval of the Committee, the membership attending the AGM may be asked to vote to accept the retiring Flag Officer to stand for a further 12 months, if he or she is willing to stand.
- 8.2.4 A candidate for election to any other Committee position (other than retiring Flag Officers) shall not be considered unless the name of the candidate and their nominee and seconder shall have been communicated to the Honorary Secretary by the date preceding the AGM at which the election is to be held as specified in rule 7.8.

8.2.5 Candidates for election as Trustees to the Club shall be duly nominated and seconded by Members of the Club and submitted to the Honorary Secretary by the date specified in rule 7.8.

8.2.6 If a candidate for election is unopposed, they shall only be deemed to have been elected if a majority of those present at the meeting and casting a vote, vote in favour of the candidate being so elected.

### **8.3 Vacancies**

8.3.1 If the vacancy occurs in a flag officer role (Commodore or Rear Commodore) then the committee shall nominate an elected member of the current committee to an acting role until an SGM or AGM is convened.

8.3.2 If any vacancy occurs other than that of a flag officer then Committee shall have the power to fill such vacancy by co-option.

### **8.4 Alterations of Rules**

8.4.1 Notices of any proposed alteration or addition to the rules by a Club Member shall be given to the Honorary Secretary in writing by the date specified in Rule 7.8 for an AGM, or at least 28 days before any SGM. Full particulars of such proposed alterations or additions shall be set out in the notice convening the meeting.

8.4.2 All such proposed alterations or additions and any amendments to them, which must be proposed and seconded, shall be put to the vote of the meeting. Provided that on a show of hands or, if demanded, on a poll, the number of votes cast in favour of the proposed alteration, addition or amendment shall be numerically greater than two thirds of the number of members casting a vote, then the same shall be deemed to have been carried.

## **9 SUPPLY & CONSUMPTION OF INTOXICATING LIQUOR**

9.1 The supply of intoxicating liquor in the Club premises including the purchase of intoxicating liquor for the Club shall be under the control of the House Committee.

9.2 The sale or supply of intoxicating liquor by the Club will only be permitted during the general licensing hours in force within the licensing district wherein the Club premises are situated.

9.3 Visitors and guests may not purchase items from the bar unless attending a special function, authorised by Rear Commodore House.

9.4 The Club licensed area is the part of the premises set aside for the sale and consumption of intoxicating liquor. The licensed area is governed by the alcohol license granted to the Club by the local authority. The extent of the licensed area is all parts of the clubhouse, extending

to the area between the front of the Club House and the foreshore marked by the boundary of the lawn.

- 9.5 Only alcoholic beverages purchased from the Club bar may be consumed in the licensed area.
- 9.6 No person under the age of 18 years shall be supplied, offered or may consume any intoxicating liquor in the licensed area or elsewhere on the club site.
- 9.7 Alcohol will only be served in accordance with the Club Premises Certificate.
- 9.8 It is forbidden to consume alcohol on any of the boats owned by the Club.

## **10 WINDING UP**

- 10.1 A proposal to wind up the Club may be put to the members at a General Meeting called and conducted in accordance with Rule 7.
- 10.2 The proposal will be adopted if it is supported by no less than three fourths of those members attending the meeting and eligible to vote.
- 10.3 In any winding up the Club, the Trustees will act in accordance with Rule 3.2 of the Club, and the Trustees Act 1925, as amended.
- 10.4 The Trustees shall have authority to reimburse reasonable expenses incurred during the winding up of the Club.
- 10.5 After settling all liabilities of Hythe (Southampton) Sailing Club, the Trustees, under the direction of the Committee, shall dispose of the net assets remaining to one or more of the following:
  - a) To another Sailing Club and/or:
  - b) To another sports Club with similar purposes - and/or:
  - c) To the R.Y.A. as the Club's national representative body, in trust, for use by them for the benefit of related sports.