



Constitution & Rules

Of

**The Watchet Boat
Owners' Association**

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CONSTITUTION

1. Title

The club shall be known as "**The Watchet Boat Owners Association**" Hereafter known as the "**W.B.O.A.**".

2. Aims Of W.B.O.A.

- 2.1 To organise, encourage and support all forms of amateur boating activities from Watchet Harbour and to actively encourage and promote participation in those activities by all sections of the community without exception.
- 2.2 To provide and maintain storage, launching, maintenance and other facilities for the use of all Members without discrimination and for the use of voluntary and charitable organisations deemed worthy of such support by the Members.
- 2.3 To maintain contact or affiliation, nationally and locally, with organisations which represent allied interests.
- 2.4 To liaise, on behalf of its members, with the owners, administrators, managers or tenants of the harbour.
- 2.5 To offer appropriate management of harbour facilities in part or as a whole.

3. Membership

- 3.1 **Membership of W.B.O.A.** shall be open to anyone with an interest in any of the activities supported by the association regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, political or other beliefs.
- 3.2 **Members** shall be 18 years or over, shall pay the appropriate Member subscription and shall, subject to payment of any necessary fees, be entitled to make use of all W.B.O.A. facilities without discrimination. Unless specified to the contrary any reference in the W.B.O.A. Constitution or Rules to Members shall include Honorary, Rowing and Cadet Members.
- 3.3 **Honorary Members** who have provided distinguished service to W.B.O.A. may be elected by a simple majority vote at the Annual General Meeting. Honorary membership can be cancelled in the same way, by a simple majority vote at the Annual General Meeting. The number of Honorary Members may not exceed 10% of the number of Members.
- 3.4 **Cadet Members** shall be independent members under 18 years and shall pay the cadet membership subscription.
- 3.5 **Family Membership** shall comprise one Member, their spouse/partner and children who are not older than 18 years. (Only the Member shall have a vote)
- 3.6 An application for membership shall be considered by the Management Committee upon receipt of the appropriate application form. Membership will not be confirmed until a subscription has been paid.

- 3.7 The Membership Secretary shall keep the general membership informed of all membership decisions taken by the Management Committee at the General Meetings.
- 3.8 The Management Committee may refuse membership only for good cause. Appeal against refusal may be made to the Members at a General Meeting at which the applicant shall have the right to be present and/or be represented by a Member.
- 3.9 It shall be a condition of membership that all Members:
- i) Abide by the W.B.O.A. Constitution and Rules. Current copies of these shall be available in the W.B.O.A. Workshop, the General Meetings and shall be provided to any member on application to the Secretary. Every Member shall be deemed to be aware of the contents of the W.B.O.A. Constitution and Rules and to have undertaken to abide by them.
 - ii) Shall furnish the Membership Secretary with a current address and telephone number and any other contact details. This address shall be recorded in the register of members and any notice sent to such an address and shall be deemed to have been duly delivered.
 - iii) Shall supply the Membership Secretary with details of their boat, any co-ownership details and a copy of their insurance certificate, annually during April, upon renewal and after any change to the policy.
 - iv) Permit these details to be kept on computer within the terms of the Data Protection Act 1984.
- 3.10 The Management Committee may cancel, without notice given, the membership of any Member whose annual subscription fees or other charges are more than three months in arrears from the date due or from the date when notification of renewal was sent, whichever is the later. The Management Committee may, at its discretion, re-instate such a Member upon payment of all arrears.
- 3.11 A Member may be expelled from W.B.O.A. for any infringement of its constitution or rules, for bringing W.B.O.A. into disrepute or for any act injurious to the interests of W.B.O.A. Expulsion shall be by a simple majority vote at an Extra-ordinary General Meeting, at which that Member shall have the right to be present and/or be represented by another Member.

3.12 **Limitation of Association Liability**

Members of WBOA, their guests or visitors may use premises and any other facilities of the association, entirely at their own risk and impliedly accept:-

- i) WBOA will not accept any liability for any damage to or loss of property belonging to Members, their guests or visitors whilst making use of the association's premises.
- ii) WBOA will not accept any liability for personal injury arising out of the use the association's premises, and any other facilities of the association either sustained by Members, their guests or visitors or caused by the said Members, guests or visitors 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, Management Committee or servants of the association.

4. Voting Rights

- 4.1 Members shall each have one vote.
- 4.2 The chair of a meeting shall have a second casting vote in the event of a tied result. No other Member shall have more than one vote
- 4.4 A written proxy vote may be passed to any other Member for an Annual General Meeting or an Extra-ordinary General Meeting, but not for a monthly General Meeting.
- 4.5 Any infringement of the voting rules by a Member may result in censure or expulsion of that Member from the W.B.O.A.
- 4.6 Appropriate current membership cards must be used for voting at meetings.
- 4.7 No Member, any of whose annual payments (subscription, fees or other charges) are in arrears, may vote.

5. Subscriptions and Fees

- 5.1 Subscriptions and fees shall be maintained at values which do not pose a significant financial impediment to Members or prospective Members and, at the discretion of the Management Committee, may be deferred or waived for members suffering temporary financial hardship or to assist or encourage other charitable or voluntary organisations with aims similar to those of the W.B.O.A.
- 5.2 Subscriptions and fees shall be set annually by simple majority of Members at the Annual General Meeting.
- 5.3 Subscriptions shall be at the following percentages of the set figure:
 - i) Member 100%
 - ii) Cadet Member 35%
 - iii) Family Membership shall be 100% plus 35%
 - iv) Rowing Membership shall be 170%
- 5.4 All subscriptions and fees shall be made payable to the W.B.O.A. and forwarded to the Treasurer.
- 5.5 Annual Subscriptions, Mooring Fees and other charges (except those laid down in paragraph 5.7) are due on the 1st. April and shall be paid to the Treasurer by no later than the 30th. April.
- 5.6 Subject to details in the W.B.O.A. rules, the annual mooring fees/harbour dues must be paid in full when submitting the written mooring application.
- 5.7 Subject to the details in the W.B.O.A. rules, yard storage fees must be paid in full when submitting the written application for space.

6. Management

- 6.1 A **Management Committee** shall administer the affairs of the W.B.O.A. according to the Constitution and Rules and shall cause the funds of the W.B.O.A. to be applied solely to the aims of the W.B.O.A., for the benefit of the membership and any charitable purpose which may from time to time be nominated by a General Meeting.
- 6.2 The Management Committee shall ensure that all surplus income or profits be reinvested in the W.B.O.A., for the benefit of the membership and that no surplus income, profits or assets be distributed for the personal gain of individual Members or third parties.
- 6.3 The Management Committee is answerable, at all times, to the W.B.O.A. membership, whom it shall consult at the monthly General Meeting.
- 6.4 The quorum for a Management Committee meeting shall be three.
- 6.5 The officers of the Management Committee shall be elected annually, at the Annual General Meeting.
- 6.6 In the event of a tied ballot for a Management Committee place the election shall be determined by lot.
- 6.7 The Management Committee shall consist of the following officers:
- Commodore
 - Chair
 - Vice Chair
 - Secretary
 - Membership Secretary
 - Minutes Secretary
 - Treasurer
 - Yard and Workshop Officer
 - Safety Officer
 - Boating Activities Officer
 - Entertainments Officer
 - Rowing Section Liaison Officer
- 6.8 The duties of officers will be as follows:
- i) **The Commodore** shall be a senior Member of the W.B.O.A. who shall make their calm wisdom available and shall actively encourage and promote a process of continuous improvement of WBOA and its facilities
 - ii) **The Chair** shall co-ordinate the activities of the officers, arrange the agenda with the Secretary, and chair the meetings.
 - iii) **The Vice Chair** shall deputise in the absence of The Chair or at any meetings which The Chair is unable to attend and shall also be active in welcoming new and visiting boat owners to Watchet and encouraging them to become members of WBOA.

- iv) **The Secretary shall:**
 - a. Conduct the correspondence of the W.B.O.A.
 - b. Keep custody of all documents.
 - c. Administer all insurance policies necessary for the full protection of the interests of the W.B.O.A., its officers and members.
 - d. Maintain contact with the W.B.O.A.'s legal advisor.
 - e. Produce meetings agendas with the Chair.
 - f. Collate, edit, produce and distribute newsletters.
 - g. Liaise with other officers as necessary.

- v) **The Membership Secretary shall:**
 - a. Maintain an up to date register of Members and their relevant insurance details.
 - b. Deal with membership applications.
 - c. Maintain a waiting list of membership applicants.
 - d. Liaise with other officers, as necessary, with regard to membership.

- vi) **The Minutes Secretary** shall maintain confirmed minutes of the Management Committee, Sub Committees, General, Annual General and any Extra-Ordinary General meetings.

- vii) **The Treasurer** shall:
 - a. Receive all subscriptions and fees.
 - b. Be responsible for making all payments on behalf of the W.B.O.A
 - c. Keep the books of accounts necessary to give a full and accurate statement of the W.B.O.A.'s finances.
 - d. Make such returns as required by law at the due time.
 - e. Produce formal written details of income & expenditure and a balance sheet for presentation at the A.G.M.
 - f. Liaise with other officers, as necessary, with regard to payment of subscriptions, fees and other charges.
 - g. Arrange for an audit to be carried out by the appointed auditor and the verified accounts to be presented to a General Meeting within 4 months of the AGM

- ix) **The Yard and Workshop Officer** shall:
 - a. Supervise and implement W.B.O.A. policy with regard to yard, workshop and boat transport facilities.
 - b. Liaise with the Membership Secretary to maintain a register of members requiring yard storage.
 - c. Supervise the maintenance and use of all yard, workshop and boat transport equipment.
 - d. Allocate space in the yard.

- x) **The Safety Officer** shall have responsibility for the WBOA Safety Policy and for ensuring that the policy is adhered to during all activities in which the association engages.

- xi) **The Boating Activities Officer** shall have overall responsibility for organising, coordinating and overseeing boating related activities organised for Members

xii) **The Entertainments Officer** shall have responsibility for organising, coordinating or overseeing social functions and activities arranged for Members or for public entertainment and shall liaise with the committee of the Esplanade Club with regard to social activities.

xiii) **The Rowing Section Liaison Officer** shall be a member of the Rowing Section and shall have responsibility for overseeing all aspects of the activities of the Rowing Section on behalf of the Management Committee and shall also represent the interests of the Rowing Section within the Management Committee.

6.9 There may be up to two other co-opted temporary members of the Management Committee, for specific functions, who shall cease to hold office at the next Annual General Meeting or sooner if the particular task is finished.

6.10 The annually appointed **Auditor** may be a Member of the W.B.O.A. but not a member of the Management Committee.

6.11 A Member who is also an employee of the Watchet Harbour Marina management company may not serve on the WBOA Management Committee.

6.12 **Sub-Committees**

Sub-Committees may be formed by the Management Committee. Their remit shall be appointed by the Management Committee. Any Sub-Committee recommendations must be ratified by the Management Committee before implementation. Each Sub-Committee shall have its membership re-appointed at the first Management Committee meeting following the Annual General Meeting.

6.13 **Limitation of Members' Liability**

The Management Committee or any person or Sub-Committee delegated by the Management Committee to act as agent for WBOA or its Members, shall enter into contracts only so far as expressly authorised, or authorised by implication, by the Members. No one shall without the express authority of Members, pledge the credit of the Members.

6.14 **Members indemnification of the Management Committee**

In pursuance of the authority vested in the Management Committee by the Members of the W.B.O.A., members of the Management Committee are entitled to be indemnified by all Members of the W.B.O.A. against any liabilities, costs, expenses and payments properly incurred by them or any one of them on behalf of the W.B.O.A. 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 W.B.O.A. or in relation to any legal proceedings. 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 for that category of membership, unless the Management Committee have been authorised to exceed such a limit by a General Meeting of the W.B.O.A. The liability of an Honorary Member shall be equal to that of a Member.

7. Meetings

7.1 Annual General Meeting

The Annual General Meeting shall be held in February on the date of the General Meeting for that month for the purpose of:

- i) Receiving the annual reports of each Management Committee officer including formal written details of income & expenditure and a balance sheet from the Treasurer.
- ii) Electing officers and others to the Management Committee.
- iii) Discussing and voting on proposed changes to the Constitution and Rules for which due notice has been given. Such changes require the support of two thirds of the Members either present or by proxy as appropriate in accordance with Article 4.1.
- iv) Setting the annual subscriptions and fees by simple majority of Members present or by proxy.
- v) The quorum for the Annual General Meeting shall be twenty Members, except that any changes to the Constitution or Rules shall require support as in 7.1 (iii) above.

Nominations for officers or any motion for the Annual General Meeting shall be presented in writing to the Secretary no later than the January General Meeting. These shall be sent in writing to all members, giving them not less than 14 days clear notice prior to the Annual General Meeting.

7.2 Extra-Ordinary General Meeting

- i) An Extra-Ordinary General Meeting may be called to change the constitution or rules, to make important and significant decisions for the W.B.O.A., to censure Management Committee Officers, to expel a Member or to dissolve the W.B.O.A.
- ii) An Extra-Ordinary General Meeting may be called by written request to the Secretary of six Members, giving full details of the proposed business. There shall be a minimum of 28 clear days between the Secretary receiving the request and the date of the meeting, so that all Members can have 14 clear days notice in writing.
- iii) Any formal motion of censure of a Management Committee member or for expulsion of any Member shall be brought to an Extra-Ordinary General Meeting, at which that Member shall have the right to be present and/or be represented by another Member.
- iv) Any resolution to change the constitution or rules or to dissolve the W.B.O.A. shall require the support of two thirds of the Members either present or by proxy as appropriate in accordance with Article 4.1.
- v) The quorum for an Extra-Ordinary General Meeting shall be twenty Members, except that any resolution to change the constitution or rules or to dissolve the W.B.O.A. shall require support as in 7.2 (iv) above.

7.3 General Meetings

General meetings shall be held monthly for:

- i) The Members to give guidance to the Management Committee.
- ii) Day to day W.B.O.A. business.
- iii) Exchange of information.
- iv) Social purposes.

The quorum necessary to pass a resolution at a General Meeting shall be fifteen Members. All such decisions shall be by simple majority.

7.4 **Conduct of Meetings**

- i) A Member may be asked to temporarily leave any meeting of W.B.O.A. if in the opinion of the Management Committee there is a conflict of interest with regard to matters being discussed.

8. Property and Assets

- 8.1 Any property in the form of freehold and/or leasehold land, any building thereon, and capital equipment shall be held in trust for the W.B.O.A. by four trustees.
- 8.2 **The Trustees** shall be four Members of the W.B.O.A. and shall be appointed at an Annual General Meeting to fill vacancies as necessary.
- 8.3 The Trustees duties and powers shall be to hold and use the assets of W.B.O.A. for the benefit of the Members and to further the declared aims of the W.B.O.A.
- 8.4 The Trustees may not dispose of any of these assets for the personal gain of any individual Member of the W.B.O.A or of any third party.
- 8.5 The Trustees must obtain the consent of the Management Committee before making any changes to the status quo.
- 8.6
 - (a) The Trustees shall be effectually indemnified by the Committee out of the assets of the Association from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation to any property of the Association vested in them, or in relation to any legal proceedings, or which otherwise relate directly to the performance of the functions of a Trustee of the Association.
 - (b) The liability of The Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Association shall be limited to the assets of the Association

9. Dissolution of the W.B.O.A.

- 9.1 If upon winding up or dissolution of the W.B.O.A. there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever, the same shall not be paid to or distributed amongst the Members of the W.B.O.A. but shall be given or transferred to a registered community amateur sports club, a registered charity or The Royal Yachting Association for use by them in related community sports. Such to be determined by a resolution, supported by two thirds of the Members either present or by proxy, at an Extra-Ordinary General Meeting, at or before the time of the dissolution and if and so far as effect cannot be given to such provision, then to the Royal National Lifeboat Institution.

RULES

1. Membership.

- 1.1 Any Member who fails to pay membership subscriptions to the Treasurer by 30th April in any one year shall be deemed to be in arrears from 1st April and to have relinquished all rights of membership as item 1.2.
- 1.2 No Member shall be entitled to vote or enjoy any rights, privileges or facilities of membership until all subscriptions, fees and arrears, if any, have been paid in full.
- 1.3 The membership of any Member, who fails to pay membership subscriptions to the Treasurer by 30th June in any one year, may be cancelled as per article 3.9 of the Constitution.
- 1.4 A Cadet Member must have a nominated W.B.O.A. member as a guardian, who shall be fully responsible for that Cadet Member's use of W.B.O.A. facilities, and for his/her activities on or near the water.

2. Insurance.

- 2.1 The W.B.O.A.'s insurance provides cover for the association's assets and public liability only.
- 2.2 Each Member must have the necessary insurance to provide a minimum of £2,000,000 cover for their own liability to the public and to other Members and their boats.
- 2.3 Each Member shall have the necessary insurance to cover liability for all risks to their own property and other Member's property when using any of the W.B.O.A. equipment and facilities.
- 2.4 All boats must be insured when they are in the harbour and when parked on any property owned or managed by the W.B.O.A. It shall be a condition of storage space allocation that a copy of the boat's insurance cover be submitted with each application. Should a boat be changed for another, a copy of the insurance certificate must be submitted to the Membership Secretary together before the new boat is stored in the yard.

3. Yard and Workshop.

- 3.1 Use of the yard, workshop, transporter and tractor is limited to paid up members and those voluntary or charitable organisations which are from time to time authorised by the management committee. Such use must be sanctioned by The Yard and Workshop Officer prior to each occurrence.
- 3.2 Members and authorised others storage of boats and equipment in the yard and use of W.B.O.A. equipment is entirely at their own risk.
- 3.3 Storage of boats and equipment in the yard shall be subject to fees set at The Annual General Meeting and payable in advance. Fees shall not be accepted unless accompanied by a completed storage application form.
- 3.4 Positioning of boats in the yard is at the discretion of The Yard and Workshop Officer.

- 3.5 Cars may be parked in the yard for short periods but must be left unlocked or the keys left otherwise available to facilitate any necessary movement for other Members to gain access to boats. Parking of cars is at the discretion of The Yard and Workshop Officer.
- 3.6 Not less than one week's written notice shall be given to an owner if his/her boat needs to be moved. The owner should normally be present and supervise the move. Should it not be possible for the owner to be present then The Yard and Workshop Officer may supervise the move, accepting that all due care will be exercised on his/her behalf but that the boat's insurance provides the necessary cover.
- 3.7 Use of the workshop for lengthy periods shall be at the discretion of The Yard and Workshop Officer and shall be subject to a fee set at the Annual General Meeting.
- 3.8 Tenders may be stored in the workshop at the discretion of The Yard and Workshop Officer. Storage shall be subject to a fee set at the Annual General Meeting and payable in advance.
- 3.9 Members allocated space in the yard are responsible for the safety of others and their boats by ensuring that their boat is adequately propped and that the allocated space is kept in a safe and tidy state at all times.

4. General

4.1 If at any time any subscriptions or fees payable to the Association by any Member or former Member, who did not resign from the WBOA before February 4th 1998, shall be three months or more in arrears:

- i) The Management Committee shall be entitled to move or cause to be moved the Members' or former Members' boat or other equipment to any other part of the premises, owned or managed by the Association, without being liable for any loss or damage to the boat or equipment whatsoever.
- ii) The Management Committee shall be entitled upon giving one month's notice in writing to the Member or former Member, at his last known address shown in the register of Members, to sell the boat or equipment and to deduct any monies due to the Association (whether by way of arrears of subscription, yard fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- iii) Alternatively any boat or other equipment which in the opinion of the Management Committee cannot be sold may, upon such notice as aforesaid, be disposed of in a manner the committee may think fit and the expenses recovered from the Member or former Member.
- iv) Further, the Association shall, at all times, have a lien over Members' or former Members' boats or other equipment parked or moored on any part of the premises, owned or managed by the Association in respect of all monies due to the Association, whether in respect of arrears of subscription, yard fees or otherwise.

NB *Clause (d) containing the term "lien" means the Association can refuse to deliver up the boat to the owner until she/he has discharged/paid all monies due to the Association.*