

# CONSTITUTION AND RULES

## THE CONSTITUTION

### 1 Name

The name of the Association is the Westerly Owners' Association referred to hereinafter as "the Association".

### 2 Definitions

- 2.1 The Constitution defines the principles on which the Association is based and managed and applies equally to all members. It cannot be changed except by a Special Resolution at an Extraordinary General Meeting.
- 2.2 The Rules are the bylaws under which the day to day management of the Association is conducted. The Association Committee is empowered to pass or modify "The Rules" relating to the Association, provided that the Constitution is not contravened. Such changes must be notified to members as soon as practicable and not later than the next AGM. Area Group Committees and Members immediately and substantially affected are to be informed of any change as soon as possible.

### 3 Objects

The Association is a non-profit making organisation. All profits and surpluses will be used to maintain or improve the Association's facilities. No profit or surplus will be distributed except as covered under item 14 (Dissolution of the Association). The objects of the Association are:

- 3.1 To promote recreational sailing in Westerly yachts for the maximum benefit to members;
- 3.2 To facilitate members' participation in all sea and land based activities associated with sailing, cruising and racing, organised by or on behalf of the Association, within the rules laid down by the Association for that purpose;
- 3.3 To encourage groups of members at suitable locations in the UK and elsewhere to form their own Area Groups to promote local activities;
- 3.4 To encourage the exchange of members' sailing experiences, problems and solutions for mutual benefit, by means of various media and meetings throughout the year;
- 3.5 To provide for the continued development of the Association.

### 4 Membership

4.1 The Association shall consist of the following categories of Membership:

#### 4.1.1 Full Membership

Full Members shall be persons who fully or in part own at the time of application and at the time of membership renewal, a Westerly yacht or vessel built by Westerly Marine Construction (The Company) or its successors.

#### 4.1.2 Associate Membership

Associate Members shall be:

- 4.1.2.1 Ex Full Members who have disposed of their Westerly yacht or vessel;
- 4.1.2.2 Persons who have a stated intention of purchasing a Westerly yacht or vessel;
- 4.1.2.3 Persons as agreed by the Association Committee.

#### 4.1.3 Honorary Life Membership

Honorary Life Members may be elected by the Association Committee and shall pay no subscription.

4.2 The Association Committee may direct the Secretary to refuse membership.

4.3 'Listed Members' are defined as those persons other than Associate Members who are listed in the central register of members.

4.4 All members as in 4.1.1 and 4.1.2 are required to pay an annual subscription as defined by the Association Committee in The Rules.

4.5 Only Listed Members may serve on any Committee or Sub-Committee within the Association.

### 5 The Association Committee

5.1 The conduct and affairs of the Association shall be managed by the Association Committee on behalf of members.

5.2 The Committee shall comprise:

5.2.1 Twelve Listed Members either elected or appointed to include:

#### Office Holders:-

Commodore

Vice Commodore      Flag Officers

Rear Commodore

Secretary, Treasurer, Magazine Editor, Commercial Manager, Website Manager, PR and Communications Officer, Boat Show Organiser

Individuals may hold more than one position at the Committee's discretion.

**Members** – number as necessary to achieve a Committee of twelve at any time which may be increased to 15 at the committee's discretion.

5.2.2 The Chairperson or the designated representative of each fully established and formally recognised Area Group. Area Groups may request the Association Committee to nominate one of its existing members to represent them.

5.3 At Association Committee meetings the senior Flag Officer present shall take the chair.

5.4 All Committee Members of the Association Committee shall be elected for a two year term.

5.5 As soon as possible The Committee shall appoint a Listed Member to fill any vacancy arising on the Committee until the next AGM.

5.6 As soon as possible The Committee shall designate one of its Members to fill any Office that becomes vacant until the next AGM.

5.7 Elected Committee Members may only serve for a maximum of four years, extended by the period for which an office is held up to a maximum total term of eight years. Area Group representatives' length of service is not restricted. Any Committee Member retiring under this rule shall not be eligible for re-election to the Committee for a period of two years.

5.7.1 Length of service of a committee member may be extended by approval of the Membership at an AGM.

- 5.8 The Committee may vote to co-opt Listed Members to the Committee for specified-periods and purposes. Such co-opted members shall be entitled to vote only in respect of the purpose for which they are co-opted.
- 5.9 The Committee may each year set up sub-committees with specific terms of reference and may co-opt Members to sit thereon and such co-opted members shall be entitled to vote within the sub-committee.
- 5.10 The Committee shall meet three times a year and such additional times as may be deemed necessary. Not less than twenty one days notice shall be given of the meeting dates. The Agenda and all reports and papers to be discussed shall be posted or delivered to all Committee Members seven days in advance of the date fixed.
- 5.11 All Committee decisions excepting as required by Clause 10.2 shall be by simple majority with the Chairperson having an additional casting vote.
- 5.12 Any Member wishing to resign from the Committee shall give at least one month's notice to the Secretary who shall immediately notify all Committee Members.
- 5.13 A quorum for Committee meetings shall comprise six Committee Members including one Flag Officer and one other office holder but excluding those co-opted under para 5.8.
- 5.14 A quorum for sub-committee meetings shall comprise three members of which at least one shall be an Association Committee Member.

## **6 Association Committee's Responsibilities**

- 6.1 The Association Committee shall have responsibilities for: formulation of policy, development of the Association, administration of the Association, maintaining adequate insurance cover, recruitment, production of the Magazine, maintenance of the Website, membership benefits and boat shows.
- 6.2 To assist in routine tasks the Association Committee is authorised to contract with commercial organisations for specific services under contractual terms approved by the Treasurer and authorised by the Association Committee or under authority specifically delegated by them.
- 6.3 The Association Committee is authorised by the Association to undertake financial responsibility on its behalf. Such delegated authority, intended for the day to day running of the Association, does not extend beyond such limit as shall be determined by the Association Committee annually but in any event shall not reduce the Association's Accumulated Fund below 20% of the annual forecast subscription revenue.

## **7 Nominations and Elections to Association Committee**

- 7.1. Nominations shall be submitted to the Secretary no later than 45 days before the AGM, or such earlier date as the Committee shall decide.
- 7.2 Except as provided in 7.3, nominations shall be in writing signed by the Proposer and Seconder and include the nominee's signed approval and statement of sailing experience.
- 7.3 If at an AGM, after the elections are complete, there remain vacancies on the Association Committee, the Chairman shall call for nominations from the floor for Committee Member and hold an immediate vote. Such nominees must be eligible.
- 7.4 No Listed Member shall be nominated for post of Flag Officer unless they have either (a) served one year as an Association Committee Member or on the Committee of a recognised Area Group or (b) is a competent yachtsperson who has made a significant contribution to the Association.
- 7.5 No Listed Member may be nominated for the Association Committee who has not been a Full Member for twelve months.

## **8 Area Groups**

- 8.1 Area Groups may be formed to promote locally the objects stated in paragraph 3 above for the benefit of local members and those visiting from other Areas. Formation of such Groups shall be subject to the approval of the Association Committee.
- 8.2 Area Groups shall be managed by an Area Group Committee formed from members in that Area.
- 8.3 Area Group Committees shall have responsibility for development and publication of the area programme of events, organisation and running of events and fostering good inter-area relationships. Area Group Committees are responsible to the Association Committee.
- 8.4 The officials of an Area Group shall be the Chairperson, the Secretary and the Treasurer. The Officials are responsible for the management of the group and for the control of local Budgets and Bank Accounts. Area Group Officials shall:-
  - 8.4.1 keep the Association Committee informed of Area Group activities;
  - 8.4.2 inform the Association Treasurer of Area Group finances when called upon to do so.
- 8.5 Area Groups may on application to the Association Committee be granted financial support. Each Area Group is expected to be self-supporting in the long term and to break even annually, unless agreed in writing by the Association Committee.
- 8.6 Area Group Committees may need to undertake local contracts in relation to specific events. Responsibility for such contracts rests with Area Group Officials who may not undertake contractual liability for the Association without the prior authority of the Association Committee.
- 8.7 Area Group Committees are responsible for the preparation of and changes to their own Rules and their submission to the Association Committee for approval in principle prior to ratification by the Area Group membership. Approval by the Association Committee shall be formally recorded and advised to the membership at the next AGM. Such Rules must not conflict with the Association Constitution or Rules without the written consent of the Association Committee.
- 8.8 Area Group Committees have the right to bar any member from attending its events and meetings but any barred member has a right of appeal to the Association Committee. Area Group Committees also have the right to recommend to the Association Committee that a member be expelled from the Association under the procedures in clause 13 below.
- 8.9 In the event of a member being dissatisfied with the conduct of their Area Group's affairs they have the right of appeal to the Association Committee.
- 8.10 While the Constitution applies equally to all members there may be a need for sanction by the Association Committee, subject to ratification at an AGM, of exceptional arrangements in accordance with the current requirements of each Area Group.

## **9 Annual General Meetings**

- 9.1 The Annual General Meeting of the Association will normally be held in January or February but shall be within sixteen months of the previous AGM.
- 9.2 All Members shall be advised of the date fixed for the AGM ninety days in advance or thirty days in advance of the final date for submission of nominations whichever shall be the earlier.
- 9.3 Not less than 21 days before the date fixed for the AGM the Secretary shall send to every Listed Member a formal Notice together with the Agenda and the full details of all Nominations and forms for proxy and postal voting.
- 9.4 A quorum for an AGM shall be 50 Listed Members. In the event of a quorum not being present within half an hour of the time fixed, the Meeting shall be adjourned for fourteen days. All Listed Members shall be immediately notified thereof including any necessary change of place and time. On an Adjournment the quorum shall be reduced to 30 Listed Members.
- 9.5 Approval of resolutions shall be by simple majority, the Chairman having a casting vote.
- 9.6 Voting shall be by the sum of the proxy and postal votes and the vote of those present. Voting of those present shall be by a show of hands except when a secret ballot is called for by one third of those present or at the discretion of the Chairman.  
Proxy and Postal ballot papers shall be provided with the formal notice of the AGM and returned papers made available for inspection immediately after the announcement of the results.
- 9.7 There shall be one vote per Listed Member as defined in 4.3.
- 9.8 The Committee shall nominate at the AGM, for election for the ensuing year, an Auditor who may be a Member.

## **10 Extraordinary General Meetings**

- 10.1 The Secretary of the Association upon receipt of a Special Resolution shall within fourteen days give all Listed Members 21 days Notice of the time, date and place fixed for the EGM together with a postal voting paper.
- 10.2 A Special Resolution to be valid must be signed either by two thirds of the Association Committee or by 50 Listed Members. The Resolution must be accompanied by an explanatory statement that sets out the reasons and purpose behind the Resolution.
- 10.3 A quorum for an EGM shall be 50 Listed Members. In the event of a quorum not being present within half an hour of the time fixed the Meeting shall be adjourned for fourteen days. All Listed Members shall be immediately notified thereof including any necessary change of place and time. On an Adjournment the quorum shall be reduced to 30 Listed Members.
- 10.4 Voting shall be in accordance with Clause 9.7.
- 10.5 Approval of a Special Resolution shall require a two thirds majority of those voting including postal votes.
- 10.6 If two thirds of those Listed Members present at the Meeting request a deferment, no vote shall be taken and the meeting shall be adjourned for twenty eight days. All Listed Members shall be sent a report of the meeting and a postal voting paper together with any further Special Resolutions within seven days.

## **11 Records (all Committees and Sub-Committees)**

- 11.1 The appropriate Secretary or, in his/her absence, one of the Committee shall make and preserve minutes of all proceedings of all meetings. The Secretary shall forward copies of the minutes to all relevant committee members, members mentioned therein and others as determined by the meeting. The Secretary shall preserve the records of the Association.
- 11.2 Sub-committees shall also distribute minutes of their meetings to their parent committee.
- 11.3 A summary of Association Committee, AGM and EGM minutes shall be included in a subsequent Magazine. Copies of minutes for the past year will be on display at the AGM and available upon written request to any member on receipt of a designated nominal fee to cover costs.
- 11.4 The Association Secretary shall incorporate in the published Constitution and Rules the results of changes approved by the Association.

## **12 Accounts, Association and Area Groups**

- 12.1 Budgetary and financial control shall be exercised by each Treasurer who is responsible for maintaining and keeping proper records of all transactions.
- 12.2 All published accounts must be audited by a competent individual, not necessarily professionally qualified.
- 12.3 The audited Association accounts and balance sheet made up to the 30<sup>th</sup> September of each year shall be presented to the Association AGM. A copy of these accounts and balance sheet, approved by the Association Committee, shall be sent to each member prior to the AGM.
- 12.4 Area Group Accounts
  - 12.4.1 Area Groups shall prepare a Statement of Accounts for year ended 30<sup>th</sup> September for presentation to the Area Group AGM.
  - 12.4.2 A copy of the accounts to 30<sup>th</sup> September shall be provided to the Association Treasurer by 31<sup>st</sup> October.
  - 12.4.3 Area Group accounts shall be audited by 30<sup>th</sup> November, and a copy of the audited accounts provided to the Association Treasurer.
- 12.5 Cheques drawn on the Association bank account shall be signed by both the Association Treasurer and one other authorised Committee Member if the amount exceeds the maximum amount specified in The Rules of the Association; a cheque for up to and including this amount may be signed by the Association Treasurer alone. In exceptional circumstances the Commodore may sign in place of the Association Treasurer.

## **13 Termination of Appointment or Membership**

- 13.1 Any committee or sub-committee member failing to attend three consecutive meetings without prior agreement or satisfactory explanation shall be deemed to have resigned from that committee.
- 13.2 Every member undertakes to comply with the Constitution and Rules and the Association Committee may suspend and/or terminate the membership of any person for any breach of the Constitution and Rules of the Association or for conduct tending to bring the Association into disrepute or for conduct contrary to the spirit of the Association.

- 13.3 A Sub-committee (which must include two non-Committee Members) appointed by the Association Committee shall be empowered to recommend suspension or termination of Association Membership or any committee membership in the interest of the Association. Before such action, the Sub-committee shall first call upon him/her for a written explanation to be furnished by such date as they consider reasonable in the circumstances and give him/her an opportunity to defend him/herself in person. Failing the receipt of such written explanation or resignation, or his/her written or oral (if any) explanation proving unsatisfactory, the Subcommittee may then recommend suspension or termination of membership to the Association Committee constituted as in 13.4 below.
- 13.4 Suspension or termination of membership of the Association or withdrawal of any membership of Association or Area Group Committee membership shall require ratification by a two thirds majority including the postal votes of those unable to attend, at a special meeting of the Association Committee called formally for the purpose. Every effort is to be made to take into account the views of non-attendees before a decision is finalised. The decision shall be advised to the member in writing as soon as possible.
- 13.5 Should a member who has been requested to resign, neglect or decline to do so within 30 days of the date on which such request was despatched to him/her he/she shall then cease to be a member and the Secretary will be instructed to remove his/her name from the list of members.
- 13.6 Anyone who ceases to be a member for any reason shall immediately cease to hold any office or appointment and shall deliver to the Secretary any of the Association's property that is in his/her possession.

#### **14 Dissolution of the Association**

If at any General Meeting a resolution for the dissolution of the Association shall be passed by a majority vote of members, an Extraordinary General Meeting shall be held not less than two months thereafter (of which not less than four weeks written notice shall be given to each member). If this Special Resolution is confirmed by a majority of two-thirds of the members voting thereon, the committee shall thereupon or at such future date as shall be specified in such resolution proceed to realise the property of the Association and, after the discharge of all liabilities, any surplus funds of the Association shall be distributed to the Royal National Lifeboat Institution or as shall be directed by the members in the dissolution resolution. In the event of there being a deficit upon realisation of the assets of the Association, all members and those who have ceased to be members during the preceding calendar year shall be liable to subscribe to a levy to remedy the same.

#### **15 Liability**

##### **15.1 Disclaimer**

All members should note that Committee members and others organising or helping to organise Westerly Owners' Association (WOA) events do so voluntarily and that neither they, nor the WOA Committee, nor the WOA can in any circumstances be held responsible for any injury, loss or damage to an owner, member, their crew, guests, vessel or equipment whether through negligence or otherwise of any member, organiser, helper or third party. The safety and management of any vessel, its equipment and crew is the responsibility of the skipper. No WOA event shall be considered a training event unless it is specifically designated as such. Each skipper in a WOA event must assess for themselves whether the event is within their capabilities and whether or not their personal safety or that of their crew could be endangered. By participating in a WOA event, each skipper warrants that their vessel and crew are adequate to face the conditions that may arise during the course of the event and that the boat carries appropriate third party insurance. The participation of any other vessel in an event shall not relieve other participants of their responsibilities. Members, their crews and their guests take part in WOA events entirely at their own risk and on the understanding that they indemnify the WOA, Committee members and others organising or helping to organise the event for any death, injury, loss or damage to themselves, family, crew, guests, or vessel. By inviting crew or guests to participate in an event organised by the Association the sponsoring member warrants that their attention has been drawn to these limitations. Participation in any WOA activity is always on the basis of the WOA constitution and Rules.

##### **15.2 Sailing in Company**

All Association events are organised on the basis that boats make their own way to a destination but may choose, if they wish, to sail in company with other boats.

Sailing in company means no more than making a passage in the company of one or more boats. Although skippers or crews may view it as providing mutual support, the responsibility of each vessel to the others is precisely the same, no more and no less than, that required under Maritime law as to rendering assistance to other boats/ships in difficulties.

There are no implied rules, each skipper makes his/her own decisions and is in sole control and has complete responsibility for his/her boat and crew.

##### **15.3 Members' Indemnification of Committee**

In pursuance of the authority vested in the Committee by members, committee members are entitled to be indemnified by the members against any liabilities properly incurred by them or any one of them on behalf of the Association 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 Association.

The limit of an individual member's liability in this respect shall be equal to one year's subscription at the current rate for that category of membership unless the Association Committee has been authorised to exceed such limit by a General Meeting.

#### **16 Flags**

Flags of the Association shall be as follows:-

- 16.1 The logo of the Association is a half-compass rose in white defaced with the letters 'WOA'. 'W' in dark blue, 'OA' in white. The 'O' is in the centre of the compass rose.
- 16.2 The Burgee shall be dark blue defaced with the Association logo. This or an earlier burgee of a similar type but not defaced and having the letter 'W' to the left may be worn by members.
- 16.3 The Commodore's flag shall be a swallow-tailed flag bearing the Association logo on a blue background.
- 16.4 The Vice Commodore's flag shall be as the Commodore's flag but have a white ball in the upper canton.
- 16.5 The Rear Commodore's flag shall be as the Commodore's flag but have two white balls in the upper canton.
- 16.6 The Past Commodore's flag shall be a blue square flag with the Association logo in the upper canton.

### **THE RULES**

#### **Rule 1 Events**

- 1.1 WOA events are those organised through, or by, the Association Committee or recognised Area Groups and are open to all Members and their guests.

- 1.2 All events are to be conducted on the basis of Limitations of Liability, 15 above.
- 1.3 Any person under the age of 18 years wishing to attend a WOA event as Skipper of any yacht, tender, or other vessel (excluding the command of a yacht tender on purely domestic duties) must present the event organiser with a duly completed 'WOA Minor Skipper's Authorisation' form prior to the event. These are normally obtainable from the WOA Secretary or the WOA website.

#### **Rule 2 Marine Insurance**

- 2.1 The Association shall maintain an adequate indemnity insurance which is reviewed annually by the Treasurer. The Association's indemnity insurance from 1998 is £5 million.
- 2.2 Owners must each carry adequate third party indemnity insurance to participate in any event under the auspices of the Association.

#### **Rule 3 Business Interests**

Any member having a relevant business interest must disclose such interest in writing to the relevant Committee when proposed for appointment. Such an appointment will be recorded by the Secretary to the committee. If appointed any such appointment may not be used for personal gain.

#### **Rule 4 Association Subscriptions and Fees**

- 4.1 All subscriptions will be due on the 1<sup>st</sup> January each year. Members will be given at least 30 days notice of any change in subscription.
- 4.2 Any member failing to pay the whole of an annual subscription by 1<sup>st</sup> February will cease to be a member. If payment is received in full after this date and within the current year the benefits of membership will be restored as from the date that payment is received.
- 4.3 The subscriptions currently are £15.00 for a full year for UK and Channel Islands members and £18.00 for overseas members.
- 4.4 Any overpayment of membership subscription, or payment received in respect of a resigned member not seeking new membership, or any subscription not paid in full will normally be donated to the RNLI. Prior to such a donation however, an attempt will be made to contact the member/ex member, on the first occurrence of such a payment.
- 4.5 A postage fee will be payable by overseas members when joining the Association. The fee provides a contribution towards the additional cost incurred of posting Memberships Packs overseas.  
The fee will be waived for overseas members joining the Association and collecting their Membership Pack at Boat Shows or similar events.
- 4.6 The overseas postage fee is currently (2011) - £3.50 for EU members and £8.50 for non-EU members.

#### **Rule 5 Area Group Funding**

- 5.1 Area Groups are expected, under Constitution clause 8.5, to be self-supporting in the long term and to break even annually unless otherwise agreed.
- 5.2 Costs of communicating with Area Group Listed Members are eligible for reimbursement from the Association Treasurer in accordance with guidance issued by the Association Committee from time to time, but direct costs of events will not be eligible for such reimbursement.
- 5.3 Area Groups are authorised to raise and hold funds to ensure their ongoing viability. The level of funds held, excluding advance payment for specific events, shall not exceed 50% of their annual turnover without Association Committee approval.
- 5.4 Area Groups are authorised to raise funds using the following methods. The proportion of funds raised by each method is at the discretion of the Area Group.
  - An annual Area Group membership fee.
  - A charge per event registered on an annual interest form.
  - A charge per event.
  - Sponsorship of an Area Group by an outside agency, subject to approval by the Association Committee.
- 5.5 Area Groups shall advise the Association Committee of their decisions under Rule 5.4 above.

#### **Rule 6 Affiliation**

The Association shall be affiliated to the Royal Yachting Association.

#### **Rule 7 Bank Account Signing Authority**

- 7.1 The maximum amount for which the Treasurer may sign alone (see Constitution paragraph 12.5) shall be £750.