

# Glencoe Boat Club Ltd.

RULES AND BY-LAWS Revised 28th Nov 2008



## GENERAL

1. The Rules and By-Laws define the procedures for the day to day management of the Glencoe Boat Club Ltd (the Club). The Rules set out the procedures for managing the activities of the Club including the meetings of its members, its voting procedures and its Management Committee (the ManCom). The By-Laws set out the procedures for the management of the Club's facilities including the clubhouse, the surrounding storage sheds, access ways and grounds and the piers and jetties.
2. The management and allocation of the Club's mooring spaces shall be carried out by the Club's Moorings Association whose Rules shall be decided by the ManCom. A copy of these Rules shall be provided to all mooring space holders and to any member on request. A reason shall be given to any member who is refused a mooring space.
3. Changes to these Rules and By-Laws may be proposed by the ManCom or any group of at least ten adult members of the Club for consideration by all the members of the Club present at an Annual General Meeting or a Special General Meeting held specifically for the purpose. Such proposals for change must be generated by or submitted in writing to the Secretary of the Club. The ManCom shall within six weeks of the date of such a submission decide whether the proposal is competent and, if so, refer it to the members for a decision at the next AGM or call a special General Meeting to consider the proposal for change.
4. Decisions shall be taken on all matters on the basis of a simple numerical majority of full adult members (16 years of age or over) voting at any meeting. The two partners in a family membership shall each have independent voting rights. Voting may be by a show of hands or an anonymous written ballot at the discretion of the chairperson of the meeting. In the event of a tied vote the chairperson shall have a deciding vote. Votes by members unable to be present at a particular meeting may be cast by writing to the Secretary prior to the meeting to arrive at least three days before the date of the meeting or by the member nominating a proxy in writing to the Secretary within the same time limit, to vote on behalf of the member at that particular meeting.

## RULES

1. The Club's office bearer, that is the Commodore, Vice Commodore, Secretary and Treasurer, shall act as the Directors of the Glencoe Boat Club Ltd. The office bearers shall be elected at the Annual General Meeting (AGM) of the Club held in November each year. They shall take the leading roles in managing the Club in accordance with the Memorandum and Articles of Association and the Rules and By-Laws acting through its management committee. The position of Commodore will be held for 2 years, with the option that he/she can stand for re-election.
2. The principal responsibilities and entitlements of the office bearers will be as follows:  
**Commodore**
  - a. To ensure that the Club's activities including those of the ManCom are conducted in accordance with the Memorandum and Articles of Association and the Rules and By-Laws of the Glencoe Boat Club Ltd.
  - b. To chair and manage the Club's management committee.
  - c. To represent the Club at meetings of other bodies or to delegate this responsibility to other suitable members of the Club.

### **Vice Commodore**

- a. To carry out the responsibilities of the Commodore when he/she is not available.

### **Secretary**

- a. To keep a full, accurate and impartial record of the General Meetings of the Club members and the meetings of the Club's management committee, in the form of formal minutes which shall be approved by members of the committee at each subsequent meeting and kept safely as paper copies in a suitable minute file which shall be made available at each general or committee meeting and for examination by any member of the Club upon request.
- b. To produce and distribute call notices and agendas for the various general meetings of the Club and meetings of the management committee.
- c. On behalf of the Club, to receive and respond to communications from the Club's members and from persons and organisations outside the Club.
- d. To act as the Company Secretary of the Glencoe Boat Club Ltd.

### **Treasurer**

- a. To keep an accurate record of the income and outgoings of the Club and to keep the ManCom aware of the financial position by regular reports.
- b. To prepare and present annual accounts of the Club's finances to the membership at the AGM
- c. To prepare and submit all statutory accounts and financial returns for Companies House
- d. To hold and control the Club's cheque books and determine and advise the committee on suitable signatories from amongst the office bearers.

### **Flag Officers**

The Commodore and Vice Commodore shall be flag officers of the Club who shall be entitled to fly the Club's ceremonial burgee from the top-mast or highest point of their boat.

3. Six other adult members of the Club shall be elected at the AGM to serve on the ManCom to ensure that the activities of the Club are adequately supported and carried out in general pursuance of the objects of the Club. Additional members of the Club may be co-opted onto the ManCom to deal with specific tasks as required. One flag officer (Commodore or Vice-Commodore) and four members of the Committee shall be a quorum.
4. The objects of the Club in sporting terms shall be the encouragement of boating and other aquatic sports in the Loch Leven area.
5. Membership of the Club shall be open to Ladies and Gentlemen in sympathy with its avowed objects. Adult members will be considered as those aged 16 and over and Junior membership will be open to those under 16. Family membership will be available to married couples or partnerships and their offspring under 16 years of age. Associate membership shall be available to adults sharing the avowed objects of the Club and willing to assist and support the Club without requiring the use of its principal facilities. Associate members shall be permitted to speak at general meetings but shall not have voting rights nor rights of independent access to the club's locked buildings. Full adult members of the Club must undertake to contribute such amount as may be required (not exceeding £1) to the Club's assets if it should be wound up whilst he/she is a member or within one year after he/she ceases to be a member.

6. Annual subscriptions and other charges payable by members shall be reviewed/revised annually by the ManCom and submitted for the approval of the members at the AGM. The annual membership subscriptions and other charges shall be payable on the first day of January each year. Members whose current year's subscriptions are not paid by 31st January shall no longer be members of the Club, and a rejoining fee will be levied. For new members a one off joining fee of the same amount will be added to the initial subscription.
7. The Annual General Meeting of the Club shall be held in November of each year and the Secretary shall send notice of this meeting to each member of the Club at least twenty one clear days before the meeting. Special General Meetings may be called within the same time scale by the ManCom from time to time at their discretion or following a request in writing by any group of at least ten members to consider important matters arising which concern the membership as a whole. At all Annual and Special General Meetings fifteen members shall form a quorum.

#### **BY-LAWS**

1. All members of the Club shall endeavour to ensure that the clubhouse and storage sheds are locked whenever they are unattended. All full adult and adult family members shall be entitled to access the Club's lockable buildings independently by use of key operated or combination locks or keypads. Junior or associate members shall be allowed access to the lockable buildings in the presence of other adult or adult family members. On leaving the site after using the lockable buildings, members with access rights must ensure that any unlocked premises are left in charge of other members with access rights who have been made aware that they are left in charge.
2. The Club's piers and pontoon jetties are intended to provide temporary access for all members' boats and tenders for purposes such as crew boarding, minor repairs and provisioning. They shall not be used for the long term or permanent mooring of any member's boats or tenders. On no account shall the piers and pontoons be used for any commercial purposes in connection with any member's business.
3. Parking of members' cars or trailers in the yard area shall be allowed only on a short term basis and they must be removed at the earliest opportunity when not essential for provisioning or boat loading or short term cruising. They must not obstruct the access of members to their boats in the boat parking areas or the movement of stored boats to and from the water.
4. Members must at all times control dogs or other pets brought onto the Club site by use of a lead and constant supervision. Fouling by pets on the site must immediately be carefully cleaned up by the owner and disposed of in a hygienic manner.

# Glencoe Boat Club Mooring Association



## Terms and Conditions (September 2005 version) for 2012

**THE HOLDER by signing the Annual Membership form accepts the space offered to him/her by Glencoe Boat Club Moorings Association ('the Association') as suitable for the mooring of his/her vessel within the Association's area of management granted by The Crown Estate and The Scottish Executive, Development Department, Transport Division 4 and agrees to comply with the following terms and conditions.**

1. Holder. The Holder is the first named signatory on the membership form.
- 2- Licence Period. The association licenses the Holder to use the mooring space allocated to the Holder within the period (the licence period)(a) commencing on the later of (i) 01 January of the year indicated on the Membership Form or (ii) the date on which the membership form is given to a member of the Committee of the Association (the Committee) having been signed by the Holder and (b) expiring on 31 December of the same year.
3. Annual Fee. It is a pre-condition of the commencement of the Holder's rights under these Terms and Conditions that the Holder pays in full the annual fee prescribed by the Committee for the calendar year in question to Glencoe Boat Club Association on or before the later of (a) the Club's Annual General Meeting in November of the year before the calendar year in question and (b) the date on which the Membership Form is given to a member of the Committee of the Association (the Committee) having been signed by the Holder. In the event of failure to pay the annual fee in full by this deadline, (i) the Holder shall have no right subsequently to take up any rights pursuant to these Terms and Conditions without the Committee's express agreement in writing, which agreement may be granted or withheld in the Committee's sole discretion, (ii) the Committee may in its sole discretion re-allocate the mooring space in question as the Committee thinks fit. There will be no fee concession for late return of the Membership Form, late take-up of mooring space or for any other reason. There will be no fee refund in the event of termination before the end of the Licence Period, for whatever reason, of the Holder's rights pursuant to these Terms and Conditions.
4. Maintenance of Membership The Holder must remain either a FULL or FAMILY member of Glencoe Boat Club for the duration of the Licence Period. Upon the Holder ceasing to be such a member, all the Holder's rights under these Terms and Conditions will automatically and permanently terminate.
5. Mooring. The Holder agrees to lay a mooring within 60 days of a mooring space being allocated.
6. Technical Requirements. The Holder agrees to maintain the mooring gear in a serviceable condition and adequate for his/her vessel and any other vessel he/she may permit to use it. The length of the riser must be calculated to limit excessive swinging room. The Committee of the Association, (the Committee) may insist on a reduction of riser length where the Committee, in its sole discretion considers there to be a conflict with a neighbouring boat. In the event of failure to comply with the Committee's direction to reduce riser length within the time specified by the Committee, the Committee may in its sole discretion withdraw the Holder's mooring space and take such action as the Committee in its sole discretion deems fit to dispose of the mooring gear (and any other property) and to free up the mooring space.

7. Liability of Holder. The Holder accepts full responsibility for his/her mooring gear and its possible failure. The Holder agrees to insure his/her boat for public liability and adequately to compensate and indemnify any person who may have a claim against him/her. The Holder shall indemnify and hold harmless the Association, the Committee and their respective members, officers and agents for any loss, cost or liability which any of them may suffer in consequence of (i) the acts or omissions of the Holder (or any person acting with the Holder's permission) in connection with the usage of the allocated mooring space, (ii) any defect, problem or failure of the Holder's boat or mooring gear of those of any person permitted by the Holder to use his/her allocated mooring space.
8. Display Requirements. The Holder agrees to display prominently on his/her mooring buoy (a) the Crown Estate mooring licence tag and (b) the Association number allocated to the mooring space by the Committee.
9. Non-Transferability. The Holder's rights to use the mooring space, and the Holder's other rights pursuant to these Terms and Conditions, are not transferable to any other person.
10. Lapse. In the event that the Holder does not, on or before the end of the Licence Period, take up rights in respect of a particular mooring space for the following Licence Period by complying with the requirements (including without limitation the requirements as to signature and return of forms and payment of fees) laid down by the Committee at the time in question, all of his/her rights in connection with the mooring space in question shall lapse automatically at midnight on the last day of the Licence Period, in such case, it shall be for the Committee to re-allocate the mooring space if (and if so, to whom) the Committee in its sole discretion determines.
11. Inspection. The Holder agrees to an Annual pre-season 'Condition Inspection' of his/her mooring equipment, to be arranged by the Association and agrees to accept the report on his/her mooring and to rectify any fault within 30 days of the report being sent to the Holder. Failure to do so will result in his/her riser being disconnected and dropped to the seabed. This clause 11 in no way implies that the Association, the Committee, their respective members, officers or agents are liable for the state or integrity of the mooring equipment.
12. Registration. In accordance with Crown Estate requirements, the Holder's mooring will be registered in the name of the Holder and the Holder's boat. In the event of a failure to use the mooring with the Holder's registered boat for 2 years without the prior written agreement of the Committee, the Committee may in its sole discretion cancel the Holder's rights to use the mooring space.
13. Removal of Gear. In the event of the Holder's rights in respect of the mooring space lapsing or otherwise terminating for any reason, the Holder shall remove the mooring gear and vacate the space within 30 (thirty) days thereafter, failing which the Committee may take such action as it in its sole discretion deems fit to dispose of the mooring gear (and any other property) and to free up the space.
14. Non-Liability of Association, etc. In the event of the Committee taking the action contemplated by clauses 6 or 13 above, the Holder agrees that (i) neither the Committee nor the Association nor any of their respective members or agents shall have any liability to the Holder and (ii) the Holder shall indemnify and hold harmless the Committee, the Association and their respective members and agents for any liability which any of them may have to any other person by virtue of any such action.