

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION of CARRICKFERGUS AMATEUR ROWING CLUB INCORPORATING CARRICKFERGUS SAILING CLUB LIMITED

- 1.1 The name of the Company is “CARRICKFERGUS AMATEUR ROWING CLUB INCORPORATING CARRICKFERGUS SAILING CLUB LIMITED” (hereinafter called “the Company”).
- 1.2 The registered office of the Company will be situated in Northern Ireland.

INTERPRETATION

- 1.3 In these presents the following words shall bear the meaning set out, if not inconsistent with the subject or context:-

the Act	means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;
these Presents	The Articles of Association of the Company from time to time in force;
the Club	The Company incorporated by these Presents;
the Management Committee	The Board of Directors of the Company;
Subscription Date	The date on which subscriptions, fees and other annual payments become due;
Member	A person admitted to membership of the Company in accordance with these Presents;
Ordinary Member	A person over the age of eighteen upon admission to membership;
Family Member	Either or both of an adult couple living together, or any person of a family unit containing a child under eighteen years of age;
Senior Member	An Ordinary Member of one year's standing over the age of sixty five years on the Subscription Date;
Life Member	A Member made a life member in accordance with these Presents;
Life Family Member	A Family Member made a life member in accordance with these Presents;
Senior Family Member	Either one of a couple where one of the couple is a family member of one year's standing over the age of sixty five years on the day the Subscription Date;
Honorary Member	A person who by virtue of service to the Club or to rowing or sailing is admitted to membership in accordance with these Presents;
Associate	A person, not being a Member, permitted the use of the Club premises and facilities in accordance with these Presents upon the payment of a fee or otherwise;
Sailing Associate	A voting member of another Yacht Club affiliated to a recognised Sailing Governing Body permitted use of Club facilities at the discretion of the Management Committee;
House Associate	A person, aged over eighteen years of age, permitted to use the Clubhouse facilities;
Associate 18 - 25	A person aged eighteen years and over, but not having attained the age of twenty five years.
Temporary Associate	A person visiting the Club to participate in any regatta, competition or training or a visiting former Member now resident outside Northern Ireland;
Club Associate	Such members, not being Members, of societies affiliated to the Club;
Junior Associate	A person aged eight years and over, but not having attained the age of eighteen years
Sailability Associate	A person who is a member of Belfast Lough Sailability and has no other category of membership of Carrickfergus Sailing Club

- 1.4 Unless context so requires, words or expressions contained in these Presents bear the same meaning as in the Act but excluding any statutory modification not in force when these Presents become binding on the Club.
- 1.5 The masculine includes the feminine and, where appropriate, the singular the plural.

LIABILITY OF MEMBERS

- 2.1 The liability of the members is limited.
- 2.2 Every member of the Club undertakes to contribute to the assets of the Club, in the event of its being wound up while he or she is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £5.00.

OBJECTS

3. The objects ("Objects") for which the Club is established are restricted to the following:-
 - 3.1 to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as "Carrickfergus Amateur Rowing Club incorporating Carrickfergus Sailing Club";
 - 3.2 to carry on in Northern Ireland and elsewhere the business of providing and promoting water sports and activities and for that purpose to acquire by purchase, create, erect or take on lease lands, buildings, slipways, berths all other hereditaments useful or necessary for the carrying on of said business;
 - 3.3 to buy, sell, hire and deal in boats to provide, at a charge or otherwise, or obtain tuition in sailing and associated skills generally;
 - 3.4 to provide for the keeping and maintaining of boats and such ancillary services as may be necessary or desirable and generally to do or deal in any plant, equipment, articles and things capable of being used in connection with or in the furtherance of the main business of the Club and in all kinds of liquors provisions and refreshments required or used by the members of the Club or other persons using the grounds, clubhouse or premises of the Club;
 - 3.5 to permit the Club's land, premises and assets to be used by the members of the Club or by other parties on such terms and conditions as the Management Committee may deem appropriate for the sport of sailing and the organisation and carrying out of events and activities related thereto or for such educational, social or cultural functions as the Management Committee shall deem appropriate;
 - 3.6 to obtain, collect and receive money and funds by way of contributions, subscriptions, donations, legacies, loans, grants or by organising functions or by any other lawful method and to accept and receive gifts of property of any description (whether subject to any special trust or not) and to administer and utilise such funds in the most advantageous furtherance of the Objects of the Club provided that the Club shall not undertake any permanent trading in raising funds;
 - 3.7 to manage, improve, cultivate, maintain and modify all or any part of the lands and other property of the Club, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the Club may think fit;
 - 3.8 to co-operate with any charitable, national or international bodies, societies, organisations, associations, companies or persons whose objects are broadly similar to the objects of the Club;
 - 3.9 to acquire by purchase, take on lease or otherwise acquire any interest any heritable or moveable property and any rights or privileges which the Management Committee may think necessary or convenient in order to further the objects of the Club;
 - 3.10 to promote and hold, either alone or jointly with any other association, club or persons, meetings and competitions for watersports and to offer, give or contribute towards prizes, medals and awards for watersports and to promote, give or support dinners, balls, concerts and other entertainments;
 - 3.11 subject to such consents as may be required by law, to sell, buy, lease, grant licences, servitudes and other rights over and in any other manner, deal with or dispose of the heritable or moveable property, assets, rights and effects of the Club or any part thereof;

- 3.12 to hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them and other persons in return for services rendered to the Club salaries, wages, charge and pensions;
- 3.13 subject to such consents as may be required by law, to raise or borrow money on any terms or conditions upon the security of debenture stock, debentures, mortgages of, or charges upon, or standard securities over all or any of the property and assets of the Club, present or fixture, or without any such security, and to make, accept, endorse and execute promissory notes and to issue and grant receipts and acknowledgements of moneys received or held on deposit or otherwise;
- 3.14 to invest the moneys of the Club not immediately required for its purposes in the purchase of or at interest upon such stock, funds, shares, securities or other investments or property heritable or moveable of whatsoever nature and wheresoever situate and whether involving liability or not and whether producing income or not;
- 3.15 to take out and maintain such insurance as the Management Committee think fit;
- 3.16 to pay all expenses of the incorporation and establishment of the Club;
- 3.17 to do all or any of the above things as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees or otherwise;
- 3.18 to do such things as the Management Committee consider to be in the best interests of the Club; and
- 3.19 to do all such other lawful things as will further the Objects of the Club.

MEMBERSHIP

- 4.1 The number of Members with which the Club proposes to be registered is 500 but the Management Committee may, whenever the business of the club requires it, authorise an increase of Members
- 4.2 The first Members of the Club are the signatories to the Memorandum of Association and every person who at the date of incorporation of the Club had paid a subscription fee to, and was a member of, the unincorporated club known as Carrickfergus Amateur Rowing Club incorporating Carrickfergus Sailing Club referred to in Article 3.1 above, and who, on or before the first day of September 2011, or during such extended period as the Management Committee may determine, signs and delivers to the Honorary Secretary of the club the form of membership prescribed by the Management Committee.

MEMBERS AND ASSOCIATES

- 5.1 The provisions of these Presents applying to Members of the Club save where the context requires shall apply, mutatis mutandis, to Associates of the Club.
- 5.2 The following conditions apply to the named categories of Members or Associates of the Club for which application may be made:-
 - (a) Subject to Article 5.2(b) below all Members shall have one vote and be eligible for election as an Officer or member of the Management Committee.
 - (b) Family and Senior Family Members - The family unit shall have one vote only, exercisable by an adult. Only that adult shall be eligible for election as an Officer or member of the Management Committee.
 - (c) An Associate has no vote nor is he eligible for election as an Officer or member of the Management Committee.
- 5.3 The Management Committee may at its discretion refuse an application for House Associate of the Club if the granting of such an application were to bring the total number of House Associates to three times the total number of Members.

RIGHTS OF AND PRIVILEGES OF MEMBERS AND ASSOCIATES

6. Subject to the express provisions of these Presents and to any Byelaws made by the Management Committee as provided below for the time being in force, the rights and privileges of Members and Associates shall be as follows:-

- (a) An Ordinary Member shall have the full use of all the Club facilities;
- (b) A Family, Life Family or Senior Family Member, their spouse or partner, and all children under the age of eighteen, shall have the full use of all the Club facilities subject to any restriction imposed by law as to the presence of minors on licensed premises;
- (c) A Life Member shall have the full use of all the Club facilities;
- (d) An Honorary Member shall have the full use of all the Club facilities;
- (e) A Senior Member shall have the full use of all the Club facilities;
- (f) A Sailing Associate shall have the full use of all the Club facilities except storage of boats or equipment unless expressly permitted by the Management Committee;
- (g) A House Associate shall have the use of the Clubhouse facilities only;
- (h) A Student Associate shall have the full use of all the Club facilities;
- (i) A Club Associate shall have the use of the Club facilities, as appropriate, in connection with their society;
- (j) A Junior Associate shall have full use of all the Club facilities subject to any restriction imposed by law as to the presence of minors on licensed premises;
- (k) A Temporary Associate shall have the full use of all the Club facilities for the duration of an event or a visit to Northern Ireland (as the case may be).
- (l) A Sailability Associate shall have use of Club facilities only as follows:
 - Use of Club Grounds
 - Use of Clubhouse changing and toilet facilities designated by the Management Committee for this propose.

APPLICATION FOR MEMBERSHIP

7.1 Where application is made for Membership or Association the applicant shall be proposed and seconded by Voting Members of the Club, both of whom should be personally acquainted with the applicant.

7.2 A written application for Membership or Association shall be in the form as from time to time prescribed by the Management Committee. The application must be accompanied by one year's subscription or fee, where appropriate, which will be returned in the event of non-election.

7.3 No application shall be considered by the Management Committee until it has been displayed in a prominent place in the Club premises for at least seven days and not until at least fourteen days have elapsed since his application was submitted to a Management Committee meeting. A successful application requires the approval of two-thirds of the Management Committee.

SUBSCRIPTION FEES

8.1 The rate of annual subscription for Members or fee for Associates shall be as determined from time to time by the Management Committee save that any proposed increase greater than the change in the official Retail Price Index (or official equivalent) or 10% shall not take effect until passed by the Members in general meeting.

8.2 The fees payable in respect of each category of membership shall be defined in each year and exhibited in a conspicuous part of the Club premises.

8.3 The annual subscription, subject to the power of the Management Committee to change the Subscription Date by not more than one month in any year, shall be payable on the first day of January, either by single payment or by 3 equal instalments, payable by Direct Debit. A Member, having elected to pay their subscription by Direct Debit, shall be deemed to be a fully paid up Member upon the Membership Secretary having received a duly signed and completed Direct Debit form. The Management Committee may waive any or all of a subscription in a case of hardship. Late payment of fees may be subject to surcharge.

8.4 The subscription for Sailability Associate shall be as determined by formula agreed by the Management Committee and paid as an annual block payment by Belfast Lough Sailability.

ARREARS OF SUBSCRIPTION

9.1 Any Member in arrears in respect of his subscription (or any other sum payable to the Club) loses his right to attend and vote at meetings of the Club. He is ineligible for election as an Officer or member of the Management Committee.

9.2 In the absence of a satisfactory explanation any Member still in arrears three months after the Subscription Date shall cease to be a Member of the Club and may not be nominated for re-election for a period of not less than two years and until the arrears of subscription have been paid.

RIGHTS OF MEMBERS PERSONAL

10. The rights of a Member are personal and are not transferable and cease upon his death.

TRANSFER OF MEMBERS

11. No Associate shall be transferred to Ordinary or Family Membership except as provided for in these Presents. Transfer between Ordinary and Family membership shall be notified to the Membership Secretary.

HONORARY MEMBERSHIP

12.1 The Management Committee may appoint as Honorary Members prominent Yachtsmen or Oarsmen, or persons who have rendered special service to the Club or for the advancement of the sport, or who are distinguished in public life.

12.2 A Voting Member of fifty years unbroken membership and over sixty five years of age shall qualify for Honorary Membership.

LIFE MEMBERSHIP

13. Upon general invitation by the Management Committee any Ordinary Member, or in the case of a Family Member a parent, or a Senior Member shall be eligible to apply for Life Member on payment of a sum as determined by the Management Committee and approved by the Voting Members in general meeting.

RETIREMENT OF MEMBER

14. A Member desirous of retiring from membership shall give notice in writing to the Membership Secretary before the Subscription Date and shall not be liable to pay the subscription for the following year.

COPY OF RULES

15. Each Member shall have access to the Club rules imposed by these Presents and Byelaws (see Annex 1) via the Club Internet Website and a copy of same with a complete list of Members shall at all times be displayed in a prominent place in the Club premises.

BREACH OF RULES

16.1 Membership or Association of the Club may be terminated when a Member or Associate fails to comply with the duties imposed by these Presents, is rude or offensive to any other Member, Associate, employee, licensee or franchisee of the Club, or to any visitor to the Club premises or to any person attending any function or activity of the Club or otherwise brings the good name of the Club into disrepute or damages, defaces, destroys, injures or removes any club property or the property of others on the Club premises.

16.2 Any complaint that a Member or Associate has acted in such a manner as described above shall be investigated and adjudicated upon in the first instance by a Disciplinary Committee (hereinafter referred to in this Article as “the Disciplinary Committee”) comprised of three members of the Management Committee which shall determine which one is to be the Chairperson.

16.3 In the course of their investigation and adjudication the Disciplinary Committee shall give to the person in writing under investigation such appropriate details of the alleged behaviour so that that person knows what is being alleged against him.

16.4 The person shall have the right to make representations in writing or orally with or without the assistance of another Member or Associate. If in writing then such representations shall be forwarded to the Honorary Secretary in a sealed envelope addressed to the “The Chairperson of the Disciplinary Committee” not later than seven days from the notification of the details referred to above. The Chairperson shall convene the Disciplinary Committee and determine the case within seven days of receipt of the written representations. In the case of oral representations the person shall notify the Disciplinary Committee in the manner described above requesting an oral hearing. The Chairperson after consulting the Disciplinary Committee, the person under investigation and anyone else that he deems appropriate shall fix the time and place for the oral hearing. The conduct of the oral hearing shall be determined by the Chairperson of the Disciplinary Committee.

16.5 The Disciplinary Committee upon completion of its investigation shall make a determination in relation to the complaint. If the Disciplinary Committee determines that the allegation is not well-founded it shall notify the person as quickly as possible. If it is satisfied that the complaint is well founded then it shall consider the appropriate penalty to impose on the Member or Associate investigated.

16.6 The Disciplinary Committee may admonish the person investigated, require the person to make restitution or compensation, ban the person from using any of the club facilities for such period as it deems fit or it may terminate the person’s membership or association and all sums that have been paid by the Member or Associate are forfeited. The requirement to make restitution or compensation may be a separate action or one combined with any of the others. A brief outline of the reasons for the determination and the penalty shall be notified to the person in writing as quickly as possible, but no later than ten working days after the determination was made.

16.7 If the person is dissatisfied with the decision of the Disciplinary Committee he can lodge an appeal in writing against it with the Honorary Secretary within seven days indicating the basis on which he disputes the determination or the penalty. The Honorary Secretary shall convene the Appeals Committee which shall consist of five other members of the Management Committee appointed from their number and chaired, unless natural justice requires otherwise, by the Commodore.

16.8 The Appeals Committee shall determine the conduct of the Appeal including the timing and place of any hearing taking into consideration the nature of the allegation, the determination of the Disciplinary Committee and the nature of the Appeal.

16.9 The Appeals Committee in any case may confirm the determination of the Disciplinary Committee but impose a penalty different from that imposed by that Committee.

VISITORS TO CLUB

17.1 Guests may be introduced to the Club premises by Ordinary, Family, Senior, Life, Life Family, Senior Family, or Honorary Members and by House, Sailing and Student Associates who shall enter the guest’s name and his own name and the date of the visit in the Visitors’ Book immediately upon entry. The same guest, except where that person is a parent, husband, wife, partner or child of an Ordinary, Family, Senior, Life, Life Family, Senior Family or Honorary Members or of House, Sailing and Student Associates may not be introduced more that twenty times in any twelve month period.

17.2 No person who has been an unsuccessful candidate for Membership, or whose membership is suspended or terminated, or anyone who has failed to secure re-election or whose conduct, in the opinion of the Management Committee, is or has been objectionable, may be admitted to the Club premises as a visitor.

17.3 In the case of a team or any other body of persons who are, as members of another club (whether registered or not), society or organisation, visiting the Club for the purpose of taking part in, or in the organisation of, or arrangements for any pastime, sport, game or recreation at the Club (with the approval of the Management Committee), it shall suffice, for the purpose of Article 17.1, for the Honorary Secretary or other Officer of the Club to enter in the Visitors’ Book, the name of the club, society or organisation, and the number of such visitors without specifying their names and addresses and the admission of such visitors shall be disregarded for the purposes of calculating the number of days any person had been admitted as a visitor in any period of twelve months.

17.4 Any guest admitted to the Club in accordance with Article 17.1 or Article 17.3, shall conform to all regulations governing Members whilst on the premises. No guest shall be admitted to, or remain in the Club's premises in the absence of, or after the departure of, the introducing Member (except that guests admitted in accordance with Article 17.3 may remain on the Club premises provided that any Officer of the Club is present).

17.5 A Member or Associate who has introduced a visitor or guest to the Club shall be responsible for and ensure that the guest or visitor strictly observes the rules of the Club imposed by these Presents.

17.6 Members, Associates and guests are bound by the following rule which shall also be exhibited in a prominent place within the Club premises. Members and Associates of the Club and visitors 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 any Member, Associate or guest.

(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the club, either sustained by Members, Associates or visitors, or caused by the said Members, Associates or visitors, whether 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 Club.

NOTICES

18. Every Member and Associate shall furnish the Honorary Secretary with an up-to-date address, which shall be recorded in the "Register of Members", and any notice sent to that address shall be deemed to have been duly delivered. Members and Associates may elect to have any such notices sent to an e-mail address. In such cases the onus shall be on the Member or Associate to furnish an up-to-date e-mail address that shall be recorded in the "Register of Members". Notices e-mailed to an address as furnished by the Member shall be deemed to have been delivered.

STORAGE OF BOAT AND EQUIPMENT ON CLUB PREMISES

19.1 Members making use of such storage facilities as may be provided on the Club's premises are bound by any regulations currently in force regarding the use of such facilities.

19.2 If, at any time, any fees payable to the Club by any Member, or former Member, shall be three months or more in arrears, and a vessel or equipment, the property of a Member or former Member, remains on the Club premises, the Management Committee may :-

(a) Move the vessel or equipment to any other part of the Club premises without being liable for any loss or damage to the vessel or equipment, howsoever caused.

(b) Give one month's notice in writing to the Member, or former Member, at his last known address as shown in the Club Register, and thereafter sell the vessel or equipment and deduct any monies due to the Club including any administration charges (whether by way of arrears of subscription or annual payments, mooring, boat park fees or otherwise) from the proceeds of the sale before accounting for the balance (if any) to the Member, or former Member.

(c) Alternatively, if the vessel or equipment is un-saleable, after giving notice in writing as aforesaid, dispose of the vessel or equipment in any manner the Management Committee may think fit and redeem the cost of so doing, and any arrears as aforesaid to be a debt owing to the Club by the Member, or former Member, provided always that proper evidence is available to show that all reasonable steps have been taken to trace a Member, or former Member, and that when and if the vessel or equipment is sold the proceeds of the sale (less any indebtedness by the Member, or former Member, to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member, or former Member, or otherwise) for a period of six years.

MEMBERSHIP CARDS

20. The Club shall issue to each of its Members and Associates a membership card which shall be carried by such Member whilst such Member is on the Club premises or whilst such Member is using any of the facilities of the Club. Each Member shall upon request from an Officer of the Club produce to such Officer his membership card.

NOTICE OF RESIGNATION

21. A person may terminate his membership of the Club by giving to the Club notice in writing to that effect. Any member who resigns his membership in the course of the Club's accounting period without paying the subscription due for the said accounting period may be required by the Management Committee to pay the appropriate subscription proportion for the period of membership.

THE OFFICE BEARERS

22.1 The Office Bearers of the Club shall consist of a Commodore, Vice-Commodore, Captain, Vice-Captain, Honorary Secretary, Honorary Treasurer, and Honorary Sailing Secretary.

22.2 Candidates for election to office shall be such Voting Members of the Club who, with their consent, have been proposed and seconded by Voting Members of the Club. No candidate may be elected in his absence unless that candidate's written consent has been received by the Honorary Secretary.

ELECTION AND RETIREMENT OF OFFICE BEARERS

22.3 The Officer Bearers of the Club shall be elected by ballot at the Annual General Meeting in each year, and shall hold office for one year, retiring at the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

DUTIES OF THE HONORARY SECRETARY

23.1 The Honorary Secretary shall:-

- (a) Keep a Register of Members' names and addresses and shall ensure that at all times there shall be kept at the registered office of the Club an alphabetical list of the names and addresses of every official and member of the Club. The register of Club Members shall be maintained and updated by the Membership Secretary.
- (b) Conduct the correspondence of the Club.
- (c) Keep custody of all Club documents.
- (d) Keep full Minutes of all meetings of the Club and the Management Committee which shall be confirmed and signed by the Chairperson upon the agreement of the Club or the Management Committee at the next following meeting of the Club or the Management Committee.
- (e) Maintain contact with the Club's legal adviser to ensure that the Club's affairs are managed in accordance with current law.

DUTIES OF THE HONORARY TREASURER

23.2 The Honorary Treasurer shall:-

- (a) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
- (b) See to the maintenance of such Insurance Policies as may be needed fully to protect the interests of the Club and its Members.

ACCOUNTS

24.1 The Management Committee must ensure that proper books of account are kept in respect of:-

- 24.1.1 all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place and
- 24.1.2 the assets and liabilities of the Club.

- 24.2 The books of account must be kept at the registered office of the Club, or at such other place or places as the Management Committee think fit, and must always be open to the inspection of the Management Committee.
- 24.3 The Management Committee must from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Club, or any of them, are to be open to the inspection of members of the Club who are not a member of the Management Committee.
- 24.4 No member who is not a member of the Management Committee has any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the Management Committee.

PRESENTATION OF ACCOUNTS

- 25.1 Once at least in every year the Management Committee must lay before the Club in general meeting an account of income and expenditure for the period since the preceding account.
- 25.2 A balance sheet must be made out in every year and laid before the Club in general meeting, made up to a date not more than six months before such meeting.
- 25.3 A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these Presents 14 days prior to the meeting.
- 25.4 Every account and balance sheet must be accompanied by a report of the Management Committee and the account, report and balance sheet must be signed by the Honorary Treasurer and one other member of the Management Committee

AUDIT

- 25.5 An auditor or auditors must be appointed and his or their duties regulated in accordance with the Act.

THE MANAGEMENT COMMITTEE OF THE CLUB

26.1 The Management Committee shall consist of the Officer Bearers, the immediate Past Commodore ex-officio, Assistant Honorary Secretary, Assistant Honorary Treasurer, Membership Secretary and two Members elected at the Annual General Meeting.

26.2 For as long as they shall remain on the Management Committee the members of the Management Committee shall be the directors of the Club. The subscribers to the Memorandum shall be the first directors of the Club.

REMOVAL OF DIRECTORS

27.1 A person shall cease to be a member of the Management Committee if:

- a) he becomes bankrupt or has a receiving order made against him or he makes any arrangement or composition with his creditors;
- b) he becomes of unsound mind;
- c) he ceases to be a member of the Club;
- d) by notice in writing to the Club he resigns from the Management Committee.

27.2 The Club may by special resolution remove any director and may by resolution appoint another qualified member in his stead.

AGE LIMITS

27.3 The attaining of the age of 70 years (or any other age) will not disqualify a member from being a member of the Management Committee.

ELECTION OF THE MANAGEMENT COMMITTEE

28.1 Candidates for election to the Management Committee shall be such Voting Members of the Club, who with their consent, have been proposed and seconded by Voting Members of the Club. No candidate may be elected in absentia unless that candidate's written consent has been received by the Honorary Secretary.

28.2 The Officers and Members of the Management Committee shall be elected by ballot at the Annual General Meeting in each year and shall hold office for one year. All Officers and Members of the Management Committee shall be eligible for re-election.

RETIRING COMMODORE EX-OFFICIO

29. A retiring Commodore shall serve as a director for one year from the Annual General Meeting at which he retires.

MANAGEMENT COMMITTEE MEETINGS

30.1 Meetings of the Management Committee shall be held as often as business demands, but at least twelve meetings must be held each year.

30.2 At all Management Committee meetings the Commodore, or the senior officer present shall preside, or in their absence, a Member who shall be elected by those present.

30.3 No subject, except that which relates to the business of the Club, shall be proposed or brought forward for discussion at any Management Committee meeting.

30.4 Voting (except in the case of an election for membership) shall be by a show of hands.

30.5 A quorate meeting of the Management Committee shall be competent to exercise all the authorities, powers and discretions vested in the Management Committee. Five voting Members shall form a quorum.

30.6 The Management Committee shall manage the affairs of the Club according to the Rules imposed by these Presents, Bye-Laws and current law and they shall cause the funds of the Club to be applied solely to the objects of the Club, or for a benevolent or charitable purpose nominated by the Management Committee. The Management Committee may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit, and may exercise all such powers of the Club, and do on behalf of the Club all such acts as may be exercised and done by the Club, and as are not by the Act or by these presents required to be exercised or done by the Club in general meeting. No resolution made by the Club in general meeting shall invalidate any prior act of the Management Committee which would have been valid if such resolution had not been made.

POWERS OF DIRECTORS

31.1 The Management Committee may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these Presents or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting.

31.2 The Management Committee may act notwithstanding any vacancy in their number and may co-opt a Voting Member to fill a casual vacancy until the following Annual General Meeting.

31.3 The Management Committee of the Club may issue debentures, debenture stock, bonds, or obligations of the club at any time, in any form or manner, and for any amount, and may raise or borrow for the purposes of the club any sum or sums of money either upon mortgage or charge of all or any of the property of the club, whether present or future, or on bonds or debentures secured by trust deed or otherwise or not secured as they may think fit.

BYELAWS AND REGULATIONS

32. The Management Committee shall have power from time to time to make such Bye-Laws and Regulations (consistent with the rules imposed by these Presents) as they may think necessary for the proper management of the Club. No such byelaw or regulation may be passed at a meeting of the Management Committee unless it was notified to the previous meeting of the Management Committee.

SUB-COMMITTEES

33.1 Subject to Article 30.6, there shall be four Sub-Committees of the Management Committee. These shall be the Sailing Committee, the House and Grounds Committee, the Marketing and Fundraising Committee and the Social Committee. The Management Committee 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 law to the said Sub-Committees. Such Sub-Committees shall consist of Office Bearers or Members of the Management Committee, or of the Club, as the Management Committee may think fit. The Commodore and Honorary Secretary shall be ex-officio Members of all such Sub-Committees

33.2 Notwithstanding Article 33.1, the Management Committee shall establish Disciplinary and Appeals Committees as provided for by these Presents and may at its sole discretion establish ad hoc Sub-Committees and determine their membership and terms of reference.

33.3 The acts proceedings and recommendations at any Sub-Committee meeting shall be recorded in writing. All acts, proceedings and recommendations of any such Sub-Committees shall be reported to the Management Committee as soon as possible.

33.4 The Management Committee, or any person or Sub-Committee delegated by the Management Committee to act as agent for the Club or its Members, shall enter into contracts only so far as expressly authorised by the Management Committee. No other person shall, without the express authority of the Members in general meeting, be entitled to enter into contractual or other obligations which shall be binding on the Members.

33.5 No alteration shall be made to these Presents except at a special general meeting to be called for the purpose by the Management Committee. The notice calling such a meeting shall specify the resolution or resolutions to be proposed, and a copy shall be posted, emailed or delivered to each Voting Member at least fourteen days before the date of the meeting. The discussions at such meetings shall be confined to the subjects in the said notice.

ANNUAL GENERAL MEETING

34. An Annual General Meeting of the Club shall be held each year in November or December on a date set by the Management Committee. The Honorary Secretary shall, at least fourteen days before the date of such meeting or any General Meeting hereinafter mentioned, email, post or deliver to each Voting Member notice thereof, and of the business to be brought forward thereat and the notice shall specify the meeting as such.

SPECIAL GENERAL MEETINGS

35.1 All general meetings, other than Annual General Meetings, shall be called special general meetings.

35.2 The Management Committee may at any time convene a special general meeting and special general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act.

35.3 Fourteen clear days' notice in writing at the least of every special general meeting, specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the auditors) as are under these Presents or under the Act entitled to receive such notice from the Club.

NOTICE OF MEETINGS

35.4 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, proceeding held, at any general meeting.

35.5 All business shall be deemed special which is transacted at any special general meeting, and all which is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Management Committee and of the auditors, the election of Management Committee in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the auditors.

QUORUM 36.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Fifteen Voting Members personally present shall form a quorum at any general meeting of the Club.

36.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Management Committee may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

CHAIRPERSON

37. At every meeting of the Club the Commodore, or the senior Officer present, shall preside, or in their absence, a Member who shall be elected by those present.

ADJOURNMENT

38. The Chairman of a meeting may, with the consent of a simple majority at any meeting at which a quorum is present (and shall if so directed by a simple majority at the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

PASSING OF RESOLUTIONS

39.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman of the meeting or by at least fifteen members present and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, and an entry to that effect in the minute book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

39.2 Subject to the provisions of Article 40.3, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner, as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

39.3 No poll shall be demanded on the election of a Chairman (if any) or on any question of adjournment.

39.4 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

39.5 The discussions at any general meeting shall be confined to the business stated in the notice sent to Members.

VOTING RIGHTS

40. For the avoidance of doubt only Ordinary, Family, Senior, Life, Life Family, Senior Family and Honorary Members of the Club shall have the right to vote at any meeting of the Club ("the Voting Members").

DISSOLUTION OF THE CLUB

41.1 The Club may only be dissolved by the passing of a special resolution in general meeting.

41.2 In case of dissolution the Management Committee will propose a body, which has as its object or one of its objects, the promotion of sailing or rowing in Northern Ireland to which the assets of the Club shall be transferred. Such proposal being subject to ratification by Members at a general meeting by special resolution.

HEADINGS

42. The headings in these Presents do not form part of them or in any manner affect the interpretation or construction of them.

Articles of Association Amended 05/03/2014 Wendy Grant, Honorary Secretary

Part 1 GENERAL

- 1.1. The colours of the Club shall be White and Scarlet.
- 1.2. All complaints or suggestions shall be made in writing and addressed to the Honorary Secretary.
- 1.3. No notice or document of any kind shall be placed in the Club Rooms or Notice Board except by the Authority and with the concurrence of the Marketing Sub-Committee.
- 1.4. Domestic animals (with the exception of guide dogs) must not be brought into the Club buildings. Animals on club grounds must be under control at all times.
- 1.6. Club Members are not permitted to enter the bar or kitchen except with a Member authorised by the Management Committee.
- 1.9. Any funds or prizes presented to the Club for specific purposes shall be specifically applied, and no challenge Prize awarded by the Club and not absolutely won outright shall not be handed over to the Winners until a guarantee for such shall have been signed by them, engaging to place the prize in the hands of the Honorary Sailing Secretary at any time it may be required by the Management Committee.
- 1.10 The Management Committee shall have the authority to levy a cover charge when required.
- 1.11 All classes of Members may, at any time, be asked to produce their current Membership cards in order to gain admission to the Club premises.
- 1.12 No drink or food shall be consumed in the Clubhouse unless supplied by the Club or Caterer, unless specifically agreed with the Management Committee.
- 1.13 A Member or Associate of the Club alleged to have failed to comply with the Child Protection Policy and Procedures and Code of Conduct of the Club shall be referred to the Club Disciplinary Committee. A visitor to the Club allegedly seen to have contravened the Child Protection Policy and Procedures and Code of Conduct of the Club shall be invited to an interview with (minimum) two Officers of the Club as soon as practicable.

Part 2 CLUB BOATS

- 2.1. All boats owned by the Club shall be under the control of the Honorary Sailing Secretary.
- 2.2. No Member may, except in an emergency, operate any boat owned by the Club except by the authority and with the concurrence of the Honorary Sailing Secretary.
- 2.3. Ferry and rescue boats shall be provided with adequate safety equipment and all on board shall wear lifejackets.

Part 3 BOAT PARK

- 3.1 In these Conditions, CSC shall mean Carrickfergus Amateur Rowing Club Incorporating Carrickfergus Sailing Club Limited to whom the application for boat park usage, hard standing storage is made. The expression 'boat park' shall include the hard standing area, slipway and boat shed. The expression 'owner' shall include any person being in charge of the vessel or vehicle. The expression 'vessel' and / or 'vehicle' shall include any water craft and / or trailer / cradle. The expression 'licence' shall mean the signed agreement of acceptance to abide by 'CSC Boat Park Conditions' between the Owner and CSC and shall last for no longer than 365 days unless otherwise approved by CSC. At all times the requirements of the representatives / volunteers of CSC who shall be named to be responsible for the day to day management of the boat park shall be adhered to; these representatives / volunteers will be named within the by-laws and shall be displayed within CSC premises.
- 3.2 All vessels and vehicles in or on CSC's boat park or premises may be moved by CSC to any other part of the premises. All vessels and vehicles must clearly display the Owners name and contact details and the vessels name must be visible on the appropriate trailer/ cradle.

3.2 (a) No vessel exceeding 45' (13.8m) overall may be accommodated within the Boat Park without specific agreement by the Management Committee.

3.3 CSC shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of CSC or those for whom CSC is responsible.

3.4 The owner shall maintain third party insurance in respect of himself and each of his / her vessels or vehicles in the sum of not less than £2,000,000.00 (2 million GBP) in respect of each accident or damage and in respect of each vessel, adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to CSC on demand.

3.5 No part of CSC Boat Park or any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes, without the express permission of CSC.

3.6 Within 7 days of any sale, transfer or mortgage of any vessel which is subject to a current licence granted to the Owner by CSC subject to these conditions the Owner shall notify CSC of the name and address of the purchaser, transferee or mortgagee, as the case may be.

3.7 No work shall be done to the vessel whilst at CSC (unless with prior written consent of CSC which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature and not causing any nuisance or annoyance to any other users of CSC's boat park, or any other person residing in the vicinity.

3.8 CSC has the right to exercise a general lien upon any vessel and / or property of the vessel's Owner whilst in or on CSC's premises until such time as any money due to CSC in respect of the vessel and / or other such property whether on account of rental, storage, commission, access or entrance fees or otherwise shall be paid.

3.9.1 CSC shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the licence granted to the Owner in the following manner in the event of any breach by the Owner of these Conditions or of any failure by the Owner to make any payment due to CSC. If the breach is capable of remedy or the Owner has failed to make any such payment CSC may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, CSC may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel and/or vehicle within 28 days, prior to or at the expiration of which the Owner shall remove the vessel and/or vehicle and any other property of his from CSC's boat park and premises. CSC shall refund the Owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and / or other monies owing as a result of any matters giving CSC the right to terminate the licence.

3.9.2 When no date of termination has been agreed in writing between the parties, CSC or the Owner may terminate the licence granted to the Owner by giving 28 days notice of such termination, at the expiration of which the Owner shall remove the vessel and/or vehicle from CSC's boat park and premises.

3.9.3 If the owner fails to remove the vessel and/or vehicle on termination of the licence (whether under this condition or otherwise), CSC shall be entitled:

(a) To charge the Owner with the rental which would have been payable by the Owner to CSC if the licence had not been terminated for the period between termination of the licence and removal of the vessel and/or vehicle from its harbour and premises and / or

(b) at the Owners risk (save in respect of loss or damage caused by CSC's negligence during such removal) to remove the vessel and/or vehicle from its boat park and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.

3.10 In all cases where a contract of hire or licence to occupy the boat park and / or CSC premises may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner or sent registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or to the principal place of business of CSC.

3.11 Any vessels or other goods left in CSC's boat park or premises are subject to the provisions of Torts (Interference with Goods) Act 1977, which confers on CSC as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until CSC has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which CSC is not a bailee are left at CSC's premises. Any obligation of CSC towards vessels or goods left at its boat park or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and CSC accepts no responsibility for loss or damage to any vessels or goods left at its boat park or premises without its consent save in so far as such loss or damage is caused by the negligence of CSC or those for whom CSC are responsible.

3.12 If in CSC's opinion such be necessary for the safety of the vessel or for the safety of other user of the boat park or premises or for their vessels or for the safety of CSC's boat park, premises, plant or equipment, or to afford access to other vessels or vehicles, CSC shall have the right to move, board, enter or carry out any emergency work on the vessel and except to the extent that such movement, boarding, entering or emergency work arises from the negligence of CSC or those for whom CSC is responsible, CSC's reasonable charges shall be paid by the owner.

3.13 Vessels shall be positioned by the Owner, in such a manner and position as CSC may require and unless otherwise agreed the necessary trailers and suitable supports for severe weather shall be provided by the Owner.

3.14 Nothing in the Licence shall entitle an Owner to the exclusive use of a particular area.

3.15 Boat park storage shall be licensed for the periods from time to time published by CSC at its premises and charges thereof will be calculated by reference to CSCs published list of charges ruling at the commencement of the licence.

3.16 All persons using CSCs boat park or premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within CSC's boat park, premises or facilities was caused by or resulted from CSC's negligence or deliberate act or that of those for whom CSC is responsible.

3.17 No vessels, when entering or leaving or manoeuvring in the boat park, shall be moved at such a speed or in such a manner as to endanger or inconvenience other vessels in the boat park

3.18 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Boat Park or premises so as to cause any nuisance or annoyance to CSC, to any other users of the boat park or premises or other persons residing in the vicinity. The Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a manner as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.

3.19 No rubbish or waste items shall be left in the Boat Park or premises, or disposed of in any way other than in receptacles provided by CSC or by removal from CSC Boat Park or premises.

3.20 Dinghies and tenders shall be stowed aboard the vessel or vehicle unless a separate area is provided by CSC.

3.21 Owners and guests are required to park their motor vehicles in such position and in such a manner as shall from time to time be directed by CSC.

3.22 No items of equipment or the like shall be left within the boat park or premises unless the area is designated as such by CSC.

3.23 The Owner shall take all the necessary precautions against outbreak of fire in or upon their vessel and the owner shall observe all statutory and local regulations relating to fire prevention. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved BSI standard type and size in or on the vessel fit for immediate use in case of fire.

3.24 CSC reserves the right to introduce regulations which relate solely to the administration of CSC's boat park and premises and which are not inconsistent with these conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on CSC's public notice board, website or other prominent place on CSC premises, and CSC shall have the same rights against the Owner for a breach of the regulations as for a breach of these conditions.

3.25 CSC shall have the right by notice in writing to the Owner forthwith to terminate this licence if at any time CSC's boat park or premises shall be so damaged, impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that CSC will be unable to continue to provide a boat park space in accordance with

the Licence entered into between CSC and the Owner. In this clause force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of CSC including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war. In the event of such termination as aforesaid CSC shall refund to the Owner the unexpired portion of the Licence fee (disregarding any discount given).

Part 5 SAILING SECTION BYE-LAWS

5.1. Members of the Club in the following categories are Members of this Section: Ordinary, Family, Senior, Life, or Honorary Members, and Junior, Student, Temporary or Sailing Associates.

5.2. The administration of the affairs of this section shall be controlled by the Management Committee, or a Sub-Committee if appointed by the Management Committee.

5.3. The Club shall be affiliated to the Royal Yachting Association and the Irish Sailing Association under the title of "The Carrickfergus Sailing Club".

5.4. The Pennant to be flown by Members of the Section shall be a Red Pennant with a Castle motif (White).

5.5. The Management Committee, at the beginning of each season, shall arrange a series of Points Races for such Cups, Trophies etc., as may be available for Club competition. All boats competing in Club Points Racing must be owned by members of the Club. House and Club Associates are not eligible to enter a boat. All skippers and crew of vessels competing in Club racing shall be Ordinary, Family, Senior, Life and Honorary Members or Junior, Temporary or Sailing Associates of the Club.

(a) Notwithstanding the provisions of 10.5.5 above, and in the interests of encouraging new members, other individuals may participate in up to six races in any one year.

(b) All participants in Club water based events shall wear Personal Flotation Devices at all times while afloat.

5.6. The Management Committee has the authority to withhold points or trophies won by any crew which is in breach of Rules imposed by the Articles of Association or Bye-Laws of the Club.

5.7. All Regattas, Open Competitions and Points Racing shall be sailed under the Racing Rules of Sailing as published by the International Sailing Federation and including the Royal Yachting Association Prescriptions.

5.8. A Member who has booked a Club boat or dinghy is responsible for any damage the boat or dinghy may sustain during the period for which they have the boat or dinghy booked, and must replace all gear lost. A charge specified by the Sailing Committee is payable for the use of such vessels.

5.9. Except as otherwise provided by the Articles of Association or Bye-Laws of the Club shall be the guiding authority on all matters pertaining to the governance of the Sailing Section, and the regulations and requirements thereof shall be considered binding upon the management Committee and all Members using the Club property for sailing.

Bye Laws Amended 23/04/2014
Wendy Grant
Honorary Secretary

