

# **FORTH CRUISING CLUB**

## **CONSTITUTION**

**The Constitution sits alongside the Club Rules**

- 1 The Club
  - 2 Objectives of the Club
  - 3 Powers
  - 4 Membership
  - 5 Subscriptions
  - 6 Management Committee
  - 7 Meetings
  - 8 Limitation of Liability
  - 9 Finance
  - 10 Dissolution
  - 11 Revision History
- Annex A - Data Privacy Policy

## **1 THE CLUB**

- 1.1 The Club will be known as the 'Forth Cruising Club' (hereafter known as the 'Club') and have its headquarters at Capernaum House, 40 Brucehaven Road, Limekilns, Fife KY11 3JR.
- 1.2 The Club is a Community Amateur Sports Club. (Registration No CASC 01828.)
- 1.3 The Club burgee and official colours will be blue and yellow.

## **2 OBJECTIVES OF THE CLUB**

- 2.1 To promote and facilitate Community participation in the sport of sailing and boating.
- 2.2 To provide a Clubhouse, moorings and facilities for the benefit of members, their guests or visitors.
- 2.3 To form a social centre and organise functions for those interested in the sport.

## **3 POWERS**

- 3.1 The Club and its members will operate within the boundaries of this Constitution, supporting Club Rules and objectives, all of which may be Amended at a General or Extraordinary General Meeting. The Club will also operate within its Data Privacy Policy as set out in Annex A.
- 3.2 Payment of the annual Membership subscription will signify members'/potential members' acceptance of the Constitution, Club Rules and shared liabilities. Payment will also constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1984.
- 3.3 The Club will have the power to expel any member, by ballot, at a General or Extraordinary General meeting. The motion to expel will be moved by the chairperson and will not require to be seconded. A member expelled will forfeit all rights and claims upon the Club, its properties and funds and immediately return to the Rear Commodores any Club property in their possession.
- 3.4 The Club has the power to deal with the property of members who do not adhere to the Club Rules.

- 3.5 Any member or ex member's property that is considered to be derelict/deserted/abandoned should be notified to the committee to consider disposal in accordance with the appropriate Club Rules.
- 3.6 The Club will insure its own property against loss, damage, and theft and insure against public liability.
- 3.7 All Members boats operating from the Club will require to be indemnified for Third Party liability.
- 3.8 The Club may liaise with other organisations with a common interest.
- 3.9 The Club may set up specific events to raise funds other than from membership fees.
- 3.10 The Club may operate a Bar in accordance with the Licensing Scotland Act 2005 (as amended) and the Club Premises Licence and additionally as stated specifically in the Club Rules.
- 3.11 The Club's moorings configuration and Members' mooring responsibilities will be decided at a General Meeting. See Club Rules Section 11.
- 3.12 The Committee, or any person or sub-committee wishing to enter into a contract on behalf of the Club, may only do so on the specific resolution of either the Committee or at a General Meeting. (See also Section 7 on Meetings and 9 on Finance.)
- 3.13 The Club may utilise the professional services of its members provided any such costs are authorised by the Committee and are deemed to be reasonable.
- 3.14 All complaints should be made to any Committee member and will be dealt with in accordance with Club Rules.

#### **4 MEMBERSHIP**

- 4.1 Membership of the Club is open to anyone interested in the sport of sailing and boating on application regardless of sex, age, disability, ethnicity, nationality, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis. The Club Committee may at its absolute discretion refuse membership, but only for good cause having due regard to the foregoing.

4.2 The Club consists of the following Membership categories and subcategories:

- A Single/Family
- B Junior
- C Community
- D Honorary

4.3 For a **boat owner**, the following subcategories are additional to any of the above:

- 1 Boats (excluding sailing dinghies and small craft\*)
- 2 Sailing dinghies and small craft\*

\*The definition of a 'small craft' will be decided by the Committee on an individual basis.

4.4 **Subcategories 1 or 2** are for Members who wish to keep boat(s), trailers or other equipment on Club premises. It also includes the use of all facilities (ie workshop/store, water, electricity), storage on Club hard standing and the participation in Club sponsored events, ie racing etc.

4.5 **Subcategory 1** has an additional entitlement to apply for a Club mooring and access to a crane hired for crane-in and crane-out on payment of a separate fee. There are no suitable Club moorings for fixed fin keel boats.

4.6 On receiving an application, the Commodore or any committee member will welcome the applicant to the Club by arranging a meeting to show the Club's facilities and to introduce any other club members present. This meeting will also be used, where applicable, to confirm the suitability of a boat for the Club's slipway or drying moorings. Applicants will become members of the Club on completion of the Data Privacy Form, the Boat Registration Form (where applicable) and payment of the specified fees. A new member joining the Club will be recorded on Committee meeting minutes and the member will be introduced to the Club via normal club communication channels.

4.7 **SINGLE/FAMILY MEMBERSHIP (A)** applies to those aged 18 or over. Family membership includes husband/wife/partner and all children up to their 18th birthday, or 24th if in full time education or training and whose main residence is with their parents. Each Single/Family Member aged 18 or over will have full voting rights at all General Meetings of the Club.

- 4.8 JUNIOR MEMBERSHIP (B) applies to persons aged 12 -17 years. Although welcome to attend at all open meetings, junior members will have no voting rights.
- 4.9 COMMUNITY MEMBERSHIP (C) applies to groups or Associations with an interest in boating. Community membership will carry no voting rights.
- 4.10 HONORARY MEMBERSHIP (D) is conferred by the Committee on members who have rendered exceptional service to the Club. These members may attend all meetings and functions of the Club and enjoy the same rights as Single/Family members (Category A). For boat owning Honorary Members subcategories 1 and 2 will apply.
- 4.11 Members may transfer from one category of membership to another subject to the approval by the Committee and payment of any specified fees. Any refund of fees is at the discretion of the Committee.
- 4.12 A member may resign at any time on giving notice to the Secretary and provided that the current subscription and all other dues are paid, the Club will accept such resignations. Otherwise the Club member remains liable for their share of any liabilities incurred by the Club. Any refund of fees is at the discretion of the Committee. A resignation having been accepted, the resigning member will immediately return to the Rear Commodore any Club property in their possession and will forfeit all rights and claims on the Club, its properties and funds.
- 4.13 On resigning from the Club, a member must arrange the removal of all personal property from Club premises within acceptable time limits agreed with the Committee.

## **5 SUBSCRIPTIONS**

- 5.1 All subscriptions are payable in advance and subscriptions paid by 15th August each year. For new members joining the Club part way through the year, the subscription due will be calculated on a pro rata basis by dividing the year into quarters. There will normally be an annual increase in subscriptions to offset inflation in accordance with the Office for National Statistics' April statement of the UK Consumer Price Index (issued in May) prior to 15<sup>th</sup> August of that year. The Club Committee does however have the power to reduce this inflationary change in the event of exceptional circumstances. Any additional increase above inflation for a specific project(s), by recommendation of the Committee, will be fixed by resolution at an Extraordinary General Meeting. The Committee has the discretionary power to reduce any individual's subscription, taking into account individual circumstances.

- 5.2 The Club financial year runs from 1st September to the following 31st August. Any members in arrears after the 1st September will be deemed to have resigned unless the Committee agree that there are exceptional circumstances with regard to the said member.

## **6 MANAGEMENT COMMITTEE**

- 6.1 The Club will be governed by the Club Committee, which, with the exception of the President, will be elected at the Annual General Meeting from within the current membership who have voting rights.
- 6.2 There is no limit to the number of times a member may be re-elected to serve on the Committee.
- 6.3 A member may be invited to resign from the Committee by a majority vote of the whole Committee.
- 6.4 A member may be removed from the Committee at an Extraordinary General Meeting.
- 6.5 The Club Committee will comprise the President; the Commodore; Vice-Commodore; 4 Rear Commodores; Secretary; Treasurer; Cruising Convenor; Social Convenor and up to two members without portfolio.
- 6.6 The Committee members' management responsibilities are set out below. Full duties are set out in the Club Rules.
- 6.6.1 **PRESIDENT** - The office of President is regarded as a distinction conferred on a member by the Committee who is still actively interested in the Club and who has previously given exceptional service to the Club. The President will promote the image of the sport in general and the Club in particular and preside over the Annual General Meeting during the election of the Club Committee.
- 6.6.2 **COMMODORE** - The Commodore will act as chairman at all Club Meetings and Club Committee meetings and will have the casting vote at these meetings. The Commodore will be responsible for the application of the general policy and activities of the Club and will supervise the functioning of all other office bearers and Committees.
- 6.6.3 **REAR COMMODORE (RACING)** - The RC (Racing) will be responsible for all matters associated with racing. In addition, RC (Racing) will plan the annual racing calendar in consultation with the Cruising Convenor and the Social Convenor.

- 6.6.4 REAR COMMODORE (CLUBHOUSE) - The RC (Clubhouse) will be responsible for all matters associated with the Clubhouse, Workshop/store, garden and Starter's Box.
- 6.6.5 REAR COMMODORE (PIERS AND MOORINGS) - The RC (Pier and Moorings) will be responsible for all matters associated with the Club's pier, harbours, moorings, pontoons and hard standing areas. Additionally the organisation and management of the Club's crane operations.
- 6.6.6 REAR COMMODORE (CLUB BOATS) - The RC (Club Boats) will be responsible for all matters associated with the Club boat(s) including regular checks, engine servicing and the boat's mooring.
- 6.6.7 SECRETARY - The secretary will be responsible for all administrative functions associated with the running of the Club.
- 6.6.8 TREASURER - The Treasurer will be responsible for all financial affairs of the Club including the collection of subscriptions. The Treasurer will prepare an annual cash account for submission to the Annual General Meeting and will advise the members at that meeting of the financial status and commitments of the Club, making recommendations as appropriate.
- 6.6.9 CRUISING CONVENOR - The Cruising Convenor will be responsible for promoting an interest in cruising among Club members and will prepare and manage the annual Club cruising Programme. In addition, the Cruising Convenor will plan the annual cruising calendar in consultation with RC (Racing) and the Social Convenor.
- 6.6.10 SOCIAL CONVENOR - The Social Convenor will be responsible for organising and managing all social functions of the Club. In addition, the Social Convenor will plan the annual social calendar in consultation with RC (Racing) and the Cruising Convenor.
- 6.6.11 MEMBER WITHOUT PORTFOLIO - The member without portfolio creates an opportunity for members to be involved with the Committee and the Club without specific duties to perform, providing input and suggestions at Committee meetings; supporting the Committee and members in the successful running of the Club and being involved in specific activities and projects as they arise.
- 6.6.12 VICE COMMODORE – The Committee will elect as required one of its members to be the Vice Commodore. The Vice Commodore will deputise for the Commodore at meetings, Club events etc when necessary.

- 6.7 With the approval of the Committee any member of the committee may be assisted in their duties by other members of the Club. The Committee may also, at their discretion, re-allocate roles within the members of the Committee to ensure that all the activities of the Committee are carried out.
- 6.8 The Committee may appoint a replacement in the event of a Committee member being unable/unwilling to continue in the post during the year. That post will then be open to election at the next Annual General Meeting.
- 6.9 The Committee may delegate any specific matter to an individual or sub-committee chosen by them. The positions of Bar Manager, Boatswain, Librarian and Web Master fall into this category.
- 6.10 The post of Honorary Commodore may be created as a special office, to be conferred upon a distinguished member of the community as patron of the Club after a proper resolution passed at an Annual General Meeting. The post will be held for life or until resignation at their request.

## **7 MEETINGS**

- 7.1 The Committee will meet monthly or as required to discuss all matters pertinent to the well-being and progress of the Club. 51% of the number of Committee members in post at the time of the meeting need to be present to form a quorum.
- 7.2 All major decisions affecting policy and finance at Committee meetings are to be ratified by the members at any General Meeting. (See also Section 9 - Finance - for Committee proposal on a project spend.)
- 7.3 There will be an Annual General Meeting in the Autumn. At least seven days' notice, by email or in writing, is to be given to the membership. One fourth of the total membership of categories A and D is required to form a quorum. (Family and Honorary members will only count as one membership for this purpose.)
- 7.4 An Extraordinary General Meeting of members may be called by the Club Committee or by at least 3 members who are eligible to vote (Family and Honorary members will only count as one membership for this purpose). Application by the latter must be in writing to any Committee member and specify the object of any such meeting. At least 72 hours notice of the meeting must be given to the membership of the Club. A quorum is to be counted on the same basis as an Annual General Meeting.

- 7.5 The Club may amend the Constitution and/or Club Rules or add to them at any General Meeting, provided any proposals/amendments are put before the members at least 14 days prior to any General Meeting. Four fifths of the members present must vote to carry such proposals/amendments. Each member present, and entitled to vote, will have one vote. For all other ballots each member present, and entitled to vote, will have one vote and a majority will carry; in the case of a tie the Chair will have the casting vote.

## **8 LIMITATION OF LIABILITY**

- 8.1 Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk.
- 8.2 The Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club left or stored on Club Premises.
- 8.3 The Club will not accept any liability for personal injury arising out of the use of the Club premises or any other facilities of the Club, either sustained by members, their guests or visitors or caused by the said members, guests or visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee or servants of the Club.

## **9 FINANCE**

- 9.1 All withdrawals from the Club accounts whether by cash, cheque or bank transfer will require two signatures. The Commodore, Treasurer and Secretary have authority to sign. In the case of cash or bank transfer the appropriate receipt or bank confirmation will be required. If two of the above office bearers are incapacitated the President is authorised to act until suitable replacements are elected or co-opted.
- 9.2 The accounts will be audited before the Annual General Meeting by an auditor who is not a member of the Club.
- 9.3 The Committee may request a statement from the Treasurer of the Club's financial position at any Committee meeting. Any voting member may also make a similar request via any Committee member and this will be provided with the agreement of a majority of the Committee.
- 9.4 The Club is a non-profit making organisation. All surpluses arising from Club activities, including but not exclusively those from the sale of beverages and

other goods, will be used solely to further the objectives of the Club and will not be distributable to members.

- 9.5 Any proposed spend by the Committee on any one project with an anticipated cost of over 25% of the current subscription income in that Club financial year is to be approved by the membership. This approval will be at any General Meeting or by email (or letter if no email address) with a 3 week deadline for reply from the date of issue of the email. Nil replies will be deemed as agreement with the Committee proposal. Project spends are to be closely monitored by the Committee and any anticipated additional cost to complete the project must also be approved by the membership, using the same method, before it is incurred.

## **10 DISSOLUTION**

- 10.1 A motion proposing dissolution of the Club must be supported by at least four fifths of the total eligible voting members of the Club at an Extraordinary General Meeting specifically called for this purpose.
- 10.2 In the event of dissolution the assets will be applied to the Royal Yachting Association (Scotland) being the sports governing body, for use in related community sport (or failing this, a registered charity with the same objectives, to be determined by a General Meeting of the Members).

## **11 REVISION HISTORY**

- 11.1 Adopted SGM 2013
- 11.2 Para 5.2 AGM 2013
- 11.3 Para 4.6 SGM 2014
- 11.4 Para 7.1 AGM 2014
- 11.5 Para 7.3 SGM 2015
- 11.6 Paras 7.2 & 9.5 AGM 2015
- 11.7 Three year review – Paras 3.2, 3.11, 3.12, 3.13, 4.2, 4.5, 4.6, 5.1, 6.6.2, 7.2, 7.3, 7.4, 9.3, 10.1 SGM 2016
- 11.8 Paras 5.1, 6.7, 6.8, 6.10, 7.3, 7.4, 7.5 AGM 2017

11.9 Para 3.1 AGM 2019 (Data Privacy Policy – Annex A)

11.10 Full review – Paras 4.3, 4.6, 4.13, 5.1, 5.2, 6.6.4, 6.6.5, 6.6.6, 6.6.8, 7.5, 9.1, 9.2, 9.3, 10.2 AGM 2023

11.11 Paras 4.3, 6.5, 6.6.11 AGM 2024

11.12 Paras 4.6, 5.1, 5.2, 6.5, 6.6.3, 6.6.9, 6.6.10, 6.6.12, 6.9 AGM 2025

# Forth Cruising Club

## Annex A - Data Privacy Policy

### 1. About this Policy

- 1.1 This policy explains when and why Forth Cruising Club collects personal information about our members, how we use it and how we keep it secure and your rights in relation to it.
- 1.2 We may collect, use and store your personal data, as described in this Data Privacy Policy and as described when we collect data from you, at which time we will obtain your consent (see attached Data Privacy Consent Form). The information provided will be used solely for dealing with you as a member of the Forth Cruising Club.
- 1.3 We reserve the right to amend this Data Privacy Policy from time to time without prior notice. You are advised to check our website [www.forthcruisingclub.org](http://www.forthcruisingclub.org) or our Club noticeboard regularly for any amendments (but amendments will not be made retrospectively).
- 1.4 We will always comply with the General Data Protection Regulation (GDPR) when dealing with your personal data. Further details on the GDPR can be found at the website for the Information Commissioner ([www.ico.gov.uk](http://www.ico.gov.uk)). For the purposes of the GDPR, the Committee will be the “controller” of all personal data we hold about you.

### 2 Who are we?

- 2.1 We are Forth Cruising Club. We can be contacted at 40 Brucehaven Road, Limekilns, Fife KY11 3JR or via any Committee member whose contact details are on the Club website and on the Club noticeboard.

### 3 What information we collect and why

Type of information	Purposes	Legal basis of processing
Member(s) name, address, telephone number(s), e-mail address(es). This includes spouse/partner when provided in the membership application/renewal forms as part of the	Managing the Member(s) membership of the Club and ensuring that members can be contacted in an emergency.	Performing the Club's contract with the Member. For the purposes of our legitimate interests in operating the Club.

Family membership.		
The Member's name, boat name and boat details, including insurance declaration.	Managing race entries and race results.	<p>For the purposes of our legitimate interests in operating the Club.</p> <p>For the purposes of our legitimate interests in holding races for the benefit of members of the Club.</p>
	<p>Sharing race results with other clubs, class associations, and the FYCA/RYA, and providing race results to local and national media.</p> <p>Publishing race results on the Club's website and social media pages and submitting for press releases.</p>	<p>Consent. We will seek the applicant's consent on their membership application form and the member's consent on their membership renewal form. Members may withdraw their consent at any time by contacting any Committee member by e-mail or letter.</p> <p>For the purposes of our legitimate interests in promoting the Club.</p>
The Member's name, telephone number(s) e-mail address(es) and boat details, including insurance declaration.	Managing the Club Register of members' boats for allocating moorings and hard standing spaces.	For the purposes of our legitimate interests in operating the Club.
	Creating and managing the Club's Membership Directory displayed on the Club noticeboard (excluding the member's boat insurance details).	Consent. We will seek the applicant's consent on their membership application form and the member's consent on their membership renewal form. Members may withdraw their consent at any time by contacting any Committee member by e-mail or letter.
The Member's name and boat details	Publishing on the Club's website.	Consent. We will seek the Member's consent on their membership

		application form and each membership renewal form. The Member may withdraw their consent at any time by contacting any Committee member by e-mail or letter.
Photos and videos of members and their boats	Publishing on the Club's website and social media pages and submitting for press releases.	Consent. We will seek the applicant's consent on their membership application form and the member's consent on their membership renewal form. Members may withdraw their consent at any time by contacting any Committee member by e-mail or letter.

#### **4 How we protect your personal data**

- 4.1 We will not transfer your personal data outside the UK without your consent.
- 4.2 We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction.
- 4.3 We will use a recognised secure payment system for any payments that we take from you online.
- 4.4 We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.
- 4.5 Please note however that where **you** are transmitting information to us over the internet this can never be guaranteed to be 100% secure.

#### **5. Who else has access to the information you provide us?**

- 5.1. We will never sell your personal data. We will not share your personal data with any third parties without your prior consent (which you are free to withhold) except where required to do so by law or as set out in the table above.

## 6. **How long do we keep your information?**

- 6.1. We will hold your personal data on our systems for as long as you are a member of the Club and for as long afterwards as is necessary to comply with our legal obligations. We will review your personal data every year to establish whether we are still entitled to process it. If we decide that we are not entitled to do so, we will stop processing your personal data except that we will retain your personal data in an archived form in order to be able to comply with future legal obligations eg compliance with tax requirements and exemptions, and the establishment exercise or defence of legal claims.
- 6.2. We securely destroy all financial information once we have used it and no longer need it.

## 7. **Your rights**

- 7.1. You have rights under the GDPR:
- a) to access your personal data
  - b) to be provided with information about how your personal data is processed
  - c) to have your personal data corrected
  - d) to have your personal data erased in certain circumstances
  - e) to object to or restrict how your personal data is processed
  - f) to have your personal data transferred to yourself or to another business in certain circumstances.

To exercise any of the above contact any Committee member by email or letter.

- 7.2. You have the right to take any complaints about how we process your personal data to the Information Commissioner:

Email - <https://ico.org.uk/concerns/> Tel - 0303 123 1113

Information Commissioner's Office, Wycliffe House, Water Lane,  
Wilmslow, Cheshire SK9 5AF

For more details, please address any questions, comments and requests regarding our data processing practices to any of our Committee members whose contact details are on the Club website and on the Club noticeboard.