

# WIGTOWN BAY SAILING CLUB

## CONSTITUTION

Revised and adopted at the Annual General Meeting of November 1997, further revisions at the Annual General Meetings of 29<sup>th</sup> November 1999, 17<sup>th</sup> November 2001, 29<sup>th</sup> November 2008, 27<sup>th</sup> November 2010 and 26<sup>th</sup> November 2011, and 24<sup>th</sup> November 2012, 15<sup>th</sup> November 2014 and Extraordinary General Meeting held on 28<sup>th</sup> August 2016.

### SECTION 1: Name, Objectives and Values

1.1 The name of the Club shall be “Wigtown Bay Sailing Club”, hereinafter referred to in these rules as “The Club”. The Club shall be an unincorporated association.

1.2 The objectives for which the Club is formed are:-

- a. To promote and maintain interest and community participation in all forms of pleasure boating, seamanship and amateur racing
- b. To provide relevant facilities for members both afloat and ashore.
- c. To provide instruction and guidance to members in the art of safe handling of boats under sail or power.

1.3 The Values by which the Club operates are:-

- a. The Club is a member of and abides by the regulations, directives and best practice guidance of the National Body – The Royal Yachting Association
- b. The Club is committed to the principle of equality and opportunity and Membership of the Club shall be open to anyone interested in all water sports on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or beliefs. Membership may be limited according to available facilities on a non discriminatory basis. Membership subscriptions will be kept at levels that will not pose a significant obstruction to people participating.
- c. The Club is committed to ensuring the safety and well-being of all Club Members. A Health & Safety Policy has been developed to ensure that relevant regulations and appropriate procedures are implemented for all Club activities.
- d. The Club is committed to safeguarding the welfare of children and young people and accepts its responsibilities in relation to child protection. A Club Welfare Officer has been appointed, a Child Protection Policy has been developed and Child Protection Procedures are issued to all coaching and support personnel involved with the Club's Cadet Section.

## **SECTION 2: Officers**

### **Officers of the Club**

- 2.1** The officers of The Club shall be Full members of The Club and shall consist of a Commodore, a Vice Commodore, a Rear Commodore, an Honorary Secretary, an Honorary Treasurer, an Honorary Sailing Secretary, an Honorary Training Officer and an Honorary Club Bos'n. Officers shall be elected at the Annual General Meeting in each year. The office of Commodore, Vice Commodore, Rear Commodore, who will normally be the retiring Commodore, Secretary, Treasurer, Sailing Secretary and Training Officer shall be held for a period of 2 years (unless otherwise decided at an Annual General Meeting), at the end of which time, the Vice Commodore would usually be installed as Commodore. The offices of Secretary and Treasurer should, when possible, alternate with those of Commodore and Vice Commodore. All officers of The Club shall be eligible for re-election. In addition, the Honorary Auditor shall be appointed, or reappointed, at the Annual General Meeting in each year.

## **SECTION 3 – TRUSTEES**

- 3.1** There shall be at least three Trustees of the club who shall be appointed from time to time as necessary. The positions would normally be filled by the Commodore, the Vice Commodore and the Rear Commodore. A Trustee shall hold office during his/her time as a Flag Officer or until he/she shall resign, by notice in writing given to the Committee, or until a resolution removing him/her from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.
- 3.2** All the property of the club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the club. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his/her place, subject to ratification at the next A.G.M., and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the club within the meaning of Section 36 of the Trustee Act 1925 and he/she shall by Deed duly appoint the person or persons so nominated by the Committee.
- 3.3** The Trustees shall in all respects act, in regard to any property of the club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any club property so held for the purpose of raising or borrowing money for the benefit of the club in compliance with the

Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

**3.4. (a)** The Trustees shall be effectually indemnified by the Committee out of the assets of the club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the club.

**(b)** To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club:

*The liability of the Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.*

## **Section 4: Duties of Officers of The Club**

### **4.1 Honorary Secretary**

The Honorary Secretary shall: -

- a.** Keep a register of Club members' names and addresses.
- b.** Conduct the correspondence of The Club.
- c.** Keep custody of all Club documents.
- d.** Keep full minutes of all meetings of The Club, which shall be confirmed and signed by the Commodore upon agreement of the Committee at the next following meeting of the Committee.
- e.** Administer such insurance policy or policies as may be needed fully to protect the interests of The Club, its Officers and members.
- f.** Maintain contact with The Club's legal adviser to ensure that The Club's affairs are managed in accordance with current law.
- g.** Deal, in conjunction with the Sailing Secretary, with administrative matters directly related to sailing.

### **4.2 Honorary Treasurer**

The Honorary Treasurer shall: -

- a.** Be responsible for, and keep an account of, all monies received and disbursed by The Club.
- b.** Cause such books of accounts to be kept as are necessary to give a true and fair view of the state of the finances of The Club.

- c. Operate The Club bank account, withdrawals from which shall be authorised by two signatures; the Commodore, Vice Commodore, and Honorary Treasurer being authorized to sign.
- d. Cause all returns as may be required in law in relation to such accounts to be rendered at the due time.
- e. Prepare a balance sheet as at the 30<sup>th</sup> September in each year, and cause such balance sheet to be audited and shall therefore cause same to be sent by post, e-mail or delivered by hand to every Club member at least 14 days before the date of the Annual General Meeting.

#### **4.3 Honorary Auditor**

The Honorary Auditor shall be independent of the Club membership with no connecting interests with the Club and shall:-

Audit the accounts of The Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee.

#### **4.4 Honorary Sailing Secretary**

The Honorary Sailing Secretary shall: -

- a. Prepare the events calendar.
- b. Prepare and issue lists of officers of the day, safety boat operators, and timekeepers.
- c. Record racing results.
- d. Organize preparation and laying out of buoys and markers, together with lifting and storage of same at the end of the season.
- e. Deal, in conjunction with the Honorary Secretary, with administrative matters relating to sailing.
- f. Monitor registration book/ signing in book in the Clubhouse.

#### **4.5 Honorary Training Officer**

The Honorary Training Officer shall: -

- a. Satisfy Club Officers that he/she is suitably qualified to undertake the duties of Training Officer.
- b. In conjunction with the Sailing Secretary, prepare a calendar of suitable dates for training events both afloat and ashore.
- c. Ensure all training is undertaken in a safe manner according to R.Y.A. guidelines.
- d. Where possible, liaise with R.Y.A. Training personnel in the issuing of Certificates of Competence.
- e. Assist in organizing maintenance of The Club dinghies in conjunction with The Club Bos'n and regular Club dinghy users.
- f. Complete register of attendance for all participants including quayside assistants, First Aid cover, Safety Boat cover and course planners.

## **4.6 The Honorary Bos'n**

The Honorary Bos'n shall:-

- a. Maintain a record of stock of chandlery and equipment relating to The Club dinghies.
- b. Regularly inspect Club premises both internally and externally and report any faults or omissions to Committee.
- c. Maintain a list of member's dinghies, tenders and equipment which are kept in the dinghy store and compound.
- d. Help to ensure that the Clubhouse is kept in a clean and tidy condition.
- e. Assist in organizing maintenance of Club dinghies and kayaks in conjunction with Honorary Training Officer and regular Club dinghy users.
- f. Monitor 'Booking out' log for the kayaks and dinghies.

## **SECTION 5: Membership**

### **Categories of Membership**

**5.1** There shall be the following categories of membership with power to vote at all meetings of The Club as indicated hereunder. The rights and privileges of each category of member are as defined in the latest edition of the rules of The Club.

#### **5.1.1 Full Member**

Shall be 18 years of age or over and elected upon payment of the annual membership fee. They shall be entitled to serve as officers of The Club and to vote at General Meetings.

#### **5.1.2 Associate Member**

This membership applies to individuals elected as Associate members prior to 20<sup>th</sup> November 1999. They shall not be eligible to serve as Officers of The Club. They may attend and speak at General Meetings, but shall not be entitled to vote. Associate members may transfer to Full or Family membership upon payment of the annual Full or Family membership fee.

#### **5.1.3 Cadet Member**

This is open to individuals under 18 years of age on 1<sup>st</sup> April of the year concerned. They shall be elected upon payment of the annual Cadet membership fee. They shall not be eligible to serve as officers of The Club but may be co-opted to the Committee. They may attend and speak at General Meetings but shall not be entitled to vote. Upon reaching 18 years of age, Cadet members may transfer to Full membership upon payment of the relevant membership fee on 1<sup>st</sup> April in the year following.

#### **5.1.4 Temporary Membership**

- a. Temporary Membership, in accordance with normal custom, is open to visiting yachting persons who are members of a recognised yacht club. They have no rights other than the use of the Clubhouse facilities.
- b. Temporary Membership is open to visitors to the area, other than those covered by **5.1.4a** on payment of the Temporary Membership fee. They shall have no rights other than the use of the Clubhouse facilities and Club boats on payment of the additional weekly fee specified by the Committee for using boats.

#### **5.1.5 Life Membership**

This membership applies to individuals elected as Life members prior to 3<sup>rd</sup> October 1978. Life members have the same rights and privileges as Full members.

#### **5.1.6 Honorary Membership**

This maybe proposed to individuals, who, in the opinion of the Committee, merit such an award. Election shall be by a majority vote at an Annual General Meeting and be on an annual basis. Honorary members have the same rights and privileges as Full members.

#### **5.1.7 Family Member**

A Family member, which expression shall include one or two parents (as may be) and all children under 18 years of age. The parent(s) of the family unit shall be elected on payment of the annual Family membership fee, have the same rights and privileges as Full members, and each parent have one vote.

#### **5.1.8 Student Member**

This is open to individuals over 18 years of age on 1<sup>st</sup> April of the year concerned, and enrolled in full time education. They shall be elected on payment of the annual Student membership fee, and shall have the same rights and privileges as Full members. Student members may transfer to Full or Family membership upon payment of the annual Full or Family membership fee at any time, or upon cessation of full time education.

## **5.2: Members Addresses**

Every member shall furnish the Secretary with an up to date address which shall be recorded in the Register of Members, and any notice sent to such address shall be deemed to have been duly delivered. Also, where applicable, furnish an up to date email address – this to help defray postal costs.

## **5.3 Membership Fees**

The rate of subscription fee for each category of membership shall be proposed by the Committee to the members at the Annual General Meeting each year. Any proposed changes shall be approved by a majority of those present and entitled to vote, and shall become operative on the first day of April in the following year. All members shall pay their first annual subscription upon election to The Club and thereafter on the first day of April in each year, provided that a member elected after the first day of October in any year, shall pay half the annual subscription for that year, and that a member elected after the first day of January in any year shall not be required to pay any subscription in respect of the year of election but shall pay, on election, the annual subscription in respect of the year following election.

## **5.4 Election and Retirement of Members**

- a. An application for membership shall be on the form prescribed by the Committee.
- b. Upon receipt of an application for membership, the Secretary shall cause the application to be submitted to the next meeting of the Committee for consideration. The election of all classes of members, except Honorary Members, is vested in the Committee and shall be by a simple majority vote of those members present. The Committee may refuse applications only for a good cause such as conduct or character likely to bring the Club into disrepute. Appeal against refusal to elect may be made to the members in a General Meeting. The Secretary shall inform each candidate of the candidate's election or non-election. He/she shall furnish an elected candidate with a copy of The Club rules and make request for such payments as are necessary.
- c. Upon election, a candidate shall pay, within one calendar month, such fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay is shown.
- d. A member desirous of retiring from membership shall give notice in writing to the Secretary and shall not be liable to pay the subscription for the following year.
- e. The Committee may cancel, without notice given, the membership of any member whose annual subscription is more than three months in arrears, provided that the Committee may, at its discretion, re-instate such a member upon payment of arrears.

No member whose annual payment is in arrears may enter any Club event or regatta, or vote at any meeting.

## **5.5 Conduct of Members**

- 5.5.1.** Every member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, The Club rules. Any refusal or neglect to do so, or any conduct which, in the opinion of the Committee, is either unworthy of a member or otherwise injurious to the interests of The Club, shall render a member liable to expulsion by the Committee. Provided that, before expelling a member, the Committee shall call upon such a member for a written explanation of the member's conduct and shall give the member full opportunity of making an explanation to the Committee, or of resigning. A resolution to expel a member shall be carried by a simple majority vote by those members of the Committee present and voting on the resolution. Appeal against suspension/expulsion may be made to the Members in a General Meeting.
- 5.5.2.** A member shall not knowingly remove, injure, destroy, or damage any property of The Club and shall make restitution for the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.
- 5.5.3.** A member shall not cause any communication in whatsoever form to be exhibited on The Club notice boards or premises without permission of the Secretary or Commodore.
- 5.5.4.** Complaints of any nature relating to the management of The Club premises shall be addressed in writing to the Secretary. Under no circumstances shall a servant of The Club be personally reprimanded by a member.

## **SECTION 6: Limitations of Club Liability**

**6.1** Members, their guests, and visitors are bound by the following rules which shall also be exhibited in a prominent place within the club premises. 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 and impliedly accept:

- a.** 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.
- b.** The Club will not accept any liability for personal injury arising out of the use of Club premises, and any other facility of The Club, or out of participation in any race organized by 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.
- c.** Before inviting any guests or visitors onto The Club premises or to participate in events organized by The Club, members will draw their attention to this rule.



- d. To assist in the promulgation of this rule to visiting yachting people who may wish to use the facilities of The Club, this part of the constitution will be permanently displayed in various places in The Club premises.

**6.2.** Membership of The Club and acceptance of these rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act, 1984.

## **SECTION 7: Management Committee**

### **7.1 Constitution and Procedure**

- 7.1.1** The Management Committee (hereinafter referred to as “The Committee”) shall consist of the Officers, ex officio members, and not less than five Full Members of The Club elected at the Annual General Meeting each year, to hold office until the termination of the next following Annual General Meeting, subject to the conditions outlined in **2.1**.
- 7.1.2** If, for any reason, a casual vacancy shall occur, The Committee may co-opt a Full member to fill such a vacancy until the next following Annual General Meeting.
- 7.1.3** The Committee shall hold meetings as and when required at the discretion of The Committee, making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish. The Commodore, or in his/her absence the Vice Commodore, or in his/her absence a Chairperson elected by those present shall preside.
- 7.1.4** Voting, (except in the case of a resolution relating to the expulsion of a member), shall be by show of hands. In the case of equality of votes, the Commodore or Chairperson shall have a second and casting vote.
- 7.1.5** There shall be a minimum of two authorised signatories who are not connected as per the definition of “connected” within the Charities & Trustee Investment (Scotland) Act 2005 \*
- 7.1.6** A quorum shall consist of four persons, one of whom must be an Officer of The Club.

\* See Appendix for detailed definition of “connected”

### **7.2: Powers of the Committee**

- 7.2.1** The Committee shall manage the affairs of The Club according to the rules, and shall cause the funds of The Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by the General Meeting. In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of the members other than as reasonably allowed by the Rules and that all surplus income or profits

are re-invested in the Club, or for a benevolent or charitable purpose, nominated by the Committee. The funds and administration of The Isle of Whithorn Ton-up Club are subsumed fully into Wigtown Bay Sailing Club, the Officers and Committee of Wigtown Bay Sailing Club taking full responsibility for the funds and administration of the Isle of Whithorn Ton-up Club through a sub-committee chaired by the Club's Hon Treasurer.

- 7.2.2** The Committee shall make such rules as it shall from time to time think fit, and shall cause the same to be exhibited in The Club premises for 14 days before the date of implementation. Such rules shall remain in force until approved or set aside by a vote at a General Meeting of The Club.
- 7.2.3** The Committee shall appoint such sub-committees as it may deem necessary, and 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. Such sub-committees shall consist of such members of The Committee or of The Club as The Committee may think fit. Officers of The Club shall be ex-officio members of all such sub-committees.
- 7.2.4** A member of The Committee, of a sub-committee, or any Officer of The Club, in transacting business for The Club, shall disclose to third parties that he/she is so acting.
- 7.2.5** The Committee, or any person or sub-committee delegated by the Committee to act as agent for The Club or its members, shall enter into contracts only so far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in a General Meeting, pledge the credit of The Club.
- 7.2.6** In pursuance of the authority vested in The Committee by the members of The Club, members of The Committee are entitled to be indemnified by the members of The Club against any liabilities properly incurred by them or any one of them, on behalf of The Club wherever the contract is of a duly authorised nature, or could be assumed to be of a duly authorised nature, and entered into on behalf of The Club. The limit of an individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate for that category of membership, unless the Committee has been authorised to exceed such limit by a General Meeting of The Club.
- 7.2.7** The Committee may nominate for election at an Annual General Meeting, such Honorary Members as The Committee may think fit. The election of Honorary Members shall be put to the vote at the Annual General Meeting each year; such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of their election.

## **SECTION 8: Meetings of The Club**

**8.1** An Annual General Meeting of The Club shall be held each year in the month of November, on a date to be fixed by the Committee. The Secretary shall at least 21 days before the date of such meeting, or of any General Meeting as hereinafter mentioned, post, email or deliver to each member, notice of the business to be brought forward thereat.

**8.2.** No business, except the passing of the Accounts and the election of the Officers, Committee, and Honorary Auditor, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the Secretary at least 21 days before the date of the Annual General Meeting.

**8.3.** The Committee may, at any time, upon giving seven days notice in writing, email or in person call a General Meeting of The Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.

**8.4.** The Committee shall similarly call a General Meeting upon a written request stating the object of the proposed meeting, addressed to the Secretary and signed by at least five Full members. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

**8.5.** At every General Meeting of The Club, the Commodore, or in his/her absence, the Vice Commodore, or in his/her absence a Chairperson appointed by those present, shall preside.

**8.6.** Eight Full members and one Officer shall form a quorum at any General Meeting of The Club.

**8.7.** Only Full, Life, and Honorary members shall vote at any General Meeting of The Club. Other members may attend but are not entitled to vote.

**8.8.** Voting on any issue, including the election of the Members of The Committee, may be by a show of hands or ballot at the discretion of the Commodore or Chairperson.

**8.9** In the case of an equality of votes, the Chairperson shall have a second or casting vote on the matter other than the election of Members of The Committee.

**8.10** On any resolution properly put to a meeting of The Club relating to the creation, repeal, or amendment of any rule or regulation of The Club, such rule or regulation shall not be created, repealed, or amended except by a majority vote of at least two thirds of those present and entitled to vote provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts or in any event alter its purposes of winding up provisions.

## **SECTION 9: Dissolution of The Club**

**9.1.** If, upon the winding up or dissolution of The Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of The Club. The Committee shall dispose of the net assets remaining to one or more of the following:-

1. to a charity and/or
2. to another Club with similar purposes which is a registered Community Amateur Sports Club and/or
3. to the Sport's national governing body for use by it for related community sports.

**9.2.** Dissolution or winding up of The Club would require thirty days notice to be given to members in writing of the date of the General Meeting at which such dissolution or winding up of The Club would be considered.

**9.3.** In view of the scattered nature of The Club membership, postal or email votes would be invited from members having voting rights, these votes to be taken into account at the General Meeting. Dissolution of The Club cannot take place unless two thirds of the entire membership entitled to vote, vote in favour of the dissolution, either in person at the appropriate meeting , or by post or e-mail as outlined in. **8.1.**

## **SECTION 10: Rules**

### **Rights and Privileges of Members**

**10.1 .** The present rights and privileges of each category of membership shall be as follows:

A Full Member shall have full use of all of The Club facilities.

An Associate Member shall have full use of all of The Club facilities subject to **5.1.2.**

A Cadet Member shall have full use of all of The Club facilities subject to **5.1.3**

All Life and Honorary Members shall have full use of all of The Club facilities.

A Temporary Member (which expression may include members of another RYA recognised Club) shall have full use of all the Clubhouse facilities but: -

- a. Shall have no right to introduce visitors to The Club or the facilities thereof.
- b. Shall have no right to take any part in the management of The Club.
- c. Is deemed to have notice of and impliedly undertakes to comply with The Club rules, as if he or she were a member of The Club and so far as the said rules may be deemed to apply to such Temporary Member.
- d. Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of an Officer of The Club, he or she shall not have reasonably complied with the above conditions.

## 10.2 Abandoned Boats

In addition to the powers given to The Committee under **5.4.f** and **7.2.1** hereof 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 the property of that member or former member remains on the Club premises, the Committee may:

- a. Move the vessel from The Club premises without being liable for any loss or damage to the vessel howsoever caused.
- b. Give one month's notice in writing to the member or former member at his/her last known address as shown in the Club register and thereafter sell the vessel and deduct any monies due to The Club (whether by way of arrears of subscription or annual payments, mooring, dinghy park fees, or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- c. Alternatively, if the vessel is un-saleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner The Committee may think fit and deem the cost of doing so and any arrears as aforesaid to be a debt owing to The Club by that member or former member.

Provided always that: -

Proper evidence is available to show that all reasonable steps have been taken to trace the member or former member and that when and if the vessel 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 and retained against the eventuality of claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

## 10.3 Club Dinghies

The following must be adhered to by **ALL Club Members** with regard to the use of Club dinghies.

- a. It is incumbent upon the individual Helmsman of the Club dinghy to ensure that said dinghy is in a fit and proper condition to be taken to sea.
- b. Any member wishing to use a Club dinghy should seek prior permission from a Committee Member. Before giving permission, in the interests of safety, the Committee member should be reasonably satisfied that ***one member of the crew is competent to sail the dinghy, that life jackets are to be worn, and that the dinghy will not be taken out of the confines of the bay unless a rescue boat is present.***

**THE END**

## **Appendix (see clause 7.1.5)**

The Charities and Trustees Investment (Scotland) Act 2005 defines 'connected' in the above paragraph as:-

“Any person to whom the (signatory) is married, is the civil partner of the (signatory) or with whom the (signatory) is living as husband and wife or, where the (signatory) and the other person are of the same sex, in an equivalent relationship.

Any child, parent, grandchild, grandparent, brother or sister of the (signatory) and any spouse of any such person.

For the purposes of the above, a person who is another person's stepchild or brought up or treated by another person as if the person were a child of the other person, is to be treated as that other person's child”.