

5. Income

Clyde Windsurfing Club is a non-profit making organisation. All surplus will be used to maintain or improve *The Club's* facilities. No profit or surplus will be distributed.

6. Conduct of Members

Every member, upon joining *The Club*, is deemed to have notice of, and undertake to comply with the rules and current Byelaws and regulations of *The Club*. Termination of membership may be occasioned by any refusal or neglect to do so, or criminal or unsafe behaviour which brings *The Club* or its members into disrepute or danger, either directly or indirectly for example equipment or teaching practises.

PROVIDED THAT, before expelling a member, the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the committee, or of resigning.

A resolution to expel a member shall be carried out by a simple majority vote by those members of the Committee present and voting on the resolution to a minimum of three.

No-one without the express permission of the Committee, shall knowingly act as agents for *The Club*. A member shall not cause any communication in whatever form to be exhibited without permission of the Committee.

7. Powers to Take Title

Clyde Windsurfing Club shall have power to grant or accept Feus or Leases, to improve or reconstruct or concur with others in improving or reconstructing heritable or real property, to accept renunciations of Leases, input and output of tenants, pay and receive rents, interest band ground rents, to alter or vary rents and that all on such terms and conditions that may seem proper to the Committee and to concur in doing all or any of the foregoing things and in general to do all acts and things necessary or desirable for the management of any heritable or real property in which Clyde Windsurfing Club may be interested. For these purposes the Committee shall have power to take or grant Feus or Leases in the names of three committee members who shall act as Trustees for Clyde Windsurfing Club with their successors in office as such Trustees.

8. Club Liability

The Committee shall be indemnified against any liability incurred by members or guests of *The Club*.

The Committee does not accept responsibility for actions of its members.

CLYDE WINDSURFING CLUB

CONSTITUTION

Amended and approved at AGM. 26th March 2017

1. Name

The name of the club shall be Clyde Windsurfing Club. (Herein after referred to as *The Club*)

2. Aim

We shall aim to make the sport of windsurfing accessible and available to all regardless of race, age, sex, religion or ability.

3. Committee

The Committee shall be full or family members of *The Club* and shall consist of a Chairman, Vice-Chairman, Treasurer, Secretary and two others who shall have responsibility for the promotion of Junior/Senior Windsurfing and social activities.

The Committee shall be elected at the Annual General Meeting or EGM in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All members of the Committee shall be eligible for re-election.

The Committee shall meet regularly throughout the year to carry out the business of *The Club*. The quorum for a Committee Meeting shall be three.

The Committee may co-opt a Club member to fill any post that falls vacant.

4. Membership

On payment of appropriate fees, the following categories of membership shall be available:

- Family Membership (to include parents/guardians and children under the age of eighteen)
- Individual Membership (for individual adults)
- Junior Membership (for individuals under the age of 18)
- Honorary Membership (to be offered to past and present committee members and Instructors who have, in the view of the Committee, made a significant contribution to the sport of Windsurfing)

Memberships are not transferrable

Membership is open to all, however, the Committee reserves the right to revoke membership in extreme circumstances as outlined in section 6, Conduct of Members.

The Committee shall seek to procure and maintain insurance to protect *The Club* against 3rd party liability associated with *The Club's* activities in so far as such insurance is economically available.

9. Meetings of the Club

The Annual General Meeting of *The Club* will be held each year around the month of March on a date set by the Committee. The Secretary shall at least fourteen days before the date of such meetings or any other General Meetings post or deliver to each member notice thereof and of the business to be brought forward.

The Committee may at any time, upon fourteen days notice in writing, call a Special General Meeting, 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.

The Committee shall similarly call a General Meeting upon a written request addressed to the Secretary by at least ten members. The discussion at such meeting shall be confined to the business stated in the notice sent to members. Ten members shall form a quorum at a General Meeting.

10. Entitlement to Vote at Meetings

Only full members and honorary members shall vote at any meeting of *The Club*. Family members shall have one vote per family. Voting shall be by majority decision.

11. Dissolution of the Club

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*, but shall be given or transferred to some other institution or institutions having aims similar to those of *The Club*. Such institutions will be determined by the members of *The Club* by resolution passed at the General Meeting.

Agreed and Accepted on 26th March 2017

Signed



CWC Secretary