



# Upper Forth Boat Club



## CLUB CONSTITUTION

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#### **SECTION 1.0 - NAME AND OBJECTS**

- a) The name of the Club shall be 'The Upper Forth Boat Club' (hereinafter referred to in these rules as "The Club")
- b) The club flag may bear the inscription "UFBC" refer to Appendix B
- c) The club headquarters shall be "Upper Forth Boat Club, Haney's Way, Bo'ness, EH51 9TD"
- d) The limits of The Club shall be the area of ground as defined by our Falkirk Council lease and which will be enclosed by the boundary fence. The area North of the fence shall include all jetties and slipways..
- e) The objects for which The Club is formed are to promote and facilitate all aspects of yachting, boating and to provide social and other facilities for members as may be from time to time determined.

#### **SECTION 2.0 - OFFICERS OF THE CLUB**

- a) The Officers of The Club shall be full members of The Club and shall consist of a Commodore, a Vice Commodore, a Secretary, a Treasurer, Berth Master and Social & Sailing Convener.
- b) Officers shall be elected every second year at the Annual General Meeting and shall hold office for two years, retiring at the termination of the Annual General Meeting.
- c) All Officers of The Club shall be eligible for re-election.

##### **Section 2.1 - Duties of Secretary**

- 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 appropriate Commodore upon the agreement of The Club/Committee at the next following meeting of The Club/Committee.
- e) Maintain contact with The Club's Legal Advisor to ensure that The Club's affairs are managed in accordance with current law.
- f) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.



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## **SECTION 2.2 - Duties of Treasurer**

- a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of The Club.
- b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
- c) Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year.
- d) Prepare an Annual Balance Sheet (and accounts as necessary) to be audited at least once annually and shall thereafter cause the same to be exhibited in The Club premises at least fourteen days before the date of the Annual General Meeting.
- e) Administer such insurance policy or policies as may be needed to fully protect the interests of The Club, its Officers and its members.

## **Section 2.3 - Duties of 'Competent and Responsible Person(s)' to act as 'Independent Examiner(s)'**

- a) Be appointed at the Annual General Meeting in each year and shall be two appropriately qualified members of The Club;
- b) The Independent Examiner(s) shall audit the accounts and Annual Balance Sheet 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;
- c) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

## **SECTION 3.0 - MEMBERSHIP CATEGORIES AND VOTES OF MEMBERSHIP**

- a) 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 members are as defined in the latest edition of the byelaws of The Club.

### **Section 3.1 - Full Member**

- (a) Being boat owners who, at the date of election, shall have attained the age of eighteen years.
- (b) Full membership also includes "Family Membership"- which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age. Full members shall have one vote.
- (c) Full members will be permitted to have one (1) boat in the Bogie Berth and one (1) in the East yard.
- (d) A Full member is entitled to keep two (2) tenders in the yard. One tender may be stored in the tender park, the other stored at the owners allocated berth. Note: tenders should be stored safely and without causing obstruction for access or obstruction to other members and boat launching.
- (e) All tenders should be stored at the owner's allocated berth if the main boat is not launched. The tender park is to be prioritised for members whose boats are on the mooring.
- (f) Storage cost per tender to be paid annually in accordance with the Fees Structure set by the Committee
- (g) Full members will be issued with one access fob and one key to The Club, a fee will apply for replacement key/fob that may need to be issued.

### **Section 3.2 - Associate Member**

- (a) Will be members who have an interest in yachting/boating but that do not have a boat and do not come under the banner of family, honorary or life member.
- (b) They shall have no voting rights and keys/fobs will be issued on merit and at the discretion of the Committee.

### **Section 3.3 - Cadet Member**

- a) Being a person who, at the date of election, is under the age of eighteen.
- b) They shall have no vote.



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- c) Such a member shall be one who at the commencement of the subscription year joins The Club other than as a full member or a family member.
- d) No keys or fobs will be issued to Cadet members.

## **Section 3.4 - Honorary Full or Life Member**

- a) May be elected at an AGM and will be non-paying
- b) They shall have one (1) vote.
- c) Keys and Fob will be issued as per full member.

## **Section 3.5 - Honorary Associate or Temporary Member**

- a) They shall have no vote.
- b) Keys / fobs for The Club will be issued on merit and at the discretion of the Committee.

## **Section 3.6 - Membership Entrance & Subscription Fee**

- a) The rate of Entrance and Subscription fee for each category of Membership shall be proposed by the Committee to the members at the Annual General Meeting in each year.
- b) 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 year following.
- c) The membership and Berth Fees will cover the period from 1<sup>st</sup> April to 31<sup>st</sup> March.
- d) All fees will be paid in advance to the treasurer. They have to be paid in full no later than 31<sup>st</sup> March.
- e) The current rate of Entrance and Subscription fee shall be prominently displayed in The Club premises.
- f) Members shall also make the following annual payments:
  - a. Berth and tender fee, an annual membership fee of such a sum as the Committee shall from time to time prescribe which shall entitle a member to club facilities and privileges as per their membership type.
  - b. All members shall pay the Entrance fee (if any) and their first annual subscription upon election to The Club and thereafter by the 31<sup>st</sup> March in each year. A member elected after the first day of October in any year shall pay half the annual subscription applicable for that year and that a member elected after the first day of February in any year shall not be required to pay any subscription in respect of the year of election, but shall pay, on election, the Entrance fee and the annual subscription in respect of the year following election.

## **Section 3.7 - Membership Criteria**

- a) Membership of The Club shall be open to anyone interested in the sport of yachting/boating, on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- b) Membership may however be limited according to available facilities on a non-discriminatory basis.
- c) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
- d) The Club Committee may refuse membership or remove it, only for good cause such as conduct or character likely to bring The Club or sport into disrepute, e.g. theft or violent behaviour towards other members, guest or visitors to The Club.
- e) All club members will assist in keeping The Club premises clean and tidy and help with club projects, as per any notice board requests.
- f) Members who do not participate in club projects or events may be penalised financially or have their membership withdrawn, at the discretion of The Club Committee.
- g) Changes to the boat moorings/berths will only be made in conjunction with the Berth Master and/or The Club Committee.
- h) No additional or part building will be erected without the express permission of The Club Committee.
- i) The maximum length of boat which will be accepted in The Club yard will be 36 feet in length and will not weigh in excess of 8 metric tonnes.



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- j) A boat owner may be requested by the Committee to resign from The Club, when their boat has lain idle at The Club premises for more than one (1) calendar year, without reasonable explanation.
- k) Every member shall furnish the Secretary with an up-to-date address, phone number and email 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.
- l) 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 Acts

## **Section 3.8 - Election and Retirement of Members Candidates for Election**

- a) Every candidate for membership (except Honorary Members) shall be proposed and seconded by a Full member of The Club, whom must be personally acquainted with the candidate.
- b) It will be the duty of the proposer and seconder to mentor their candidate until such time as they are familiar with the workings of The Club.
- c) Candidates for membership without sufficient personal acquaintances within The Club may be proposed and seconded by two Committee members after an introductory meeting.
- d) An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name, address, and email address of the candidate, and the signatures of the Proposer and the Seconder,
- e) Upon receipt of an application for membership, the Secretary shall table such application at the next regular Committee meeting,
- f) The candidate shall be invited to an interview with the Committee.
- g) The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee.
- h) The Committee may refuse applications only for good cause such as conduct or character likely to bring The Club into disrepute.
- i) The Secretary shall inform each candidate in writing of the candidate's election or non-election.
- j) He shall furnish an elected candidate with a copy of the Rules and Byelaws of The Club and make request for such payments as are necessary.
- k) Appeal against refusal to elect may be made to the members in General Meeting.
- l) Upon election, a candidate shall pay, within one calendar month, such Entrance and other fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.
- m) A member desirous of retiring from membership shall give notice in writing to the Secretary and shall not then be liable to pay the subscription for the following year.
- n) The member shall ensure his/her berth and hut area (if applicable) is in a clean and tidy manner before leaving The Club. All club property including keys/fobs shall be returned to the Committee.
- o) Upon re-application by a past member the Committee may, at its discretion, excuse payment of an Entrance Fee.

## **SECTION 4.0 - MANAGEMENT COMMITTEE**

- a) The Management Committee (herein referred to as 'the Committee') shall consist of the Officers, ex officio, and not less than [four] nor more than [Nine] full members, elected at the Annual General Meeting every second year to hold office until the termination of the next following Annual General Meeting.
- b) Candidates for election to the Committee shall be those members of the retiring Committee eligible to offer themselves for re-election and such other full members whose nominations are duly proposed and seconded by full members of The Club.
- c) If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
- d) If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.



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- e) In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- f) 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
- g) A retiring Commodore shall serve as an ex officio member of the Committee in the year immediately following his/her retirement,
- h) The Committee shall meet at least every two months. In the absence of the Commodore, a Chairman shall be elected by those present and they shall preside for the duration of the meeting.
- i) Voting shall be by show of hands. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
- j) Four members personally present shall form a quorum at a meeting of the Committee.
- k) 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 objects of The Club or for a benevolent or charitable purpose nominated by General Meeting.
- l) 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 members other than as reasonably allowed by the rules and that all surplus income or profits are re-invested in The Club.
- m) The Committee shall make such Byelaws and Regulations as it shall from time to time think fit and shall cause the same to be exhibited in The Club premises for fourteen days before the date of implementation. Such Byelaws and Regulations shall remain in force until approved or set aside by a vote of a General Meeting of The Club.
- n) The Committee may 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 the law. Such sub-committees shall consist of such members of the Committee or of The Club as the Committees may think fit. Officers of The Club shall be ex officio members of all such sub-committees.
- o) 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 is so acting.
- p) 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 as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership in General Meeting, borrow money or incur debts on behalf of The Club or its membership.
- q) In pursuance of the authority vested in the Committee by 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 any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of The Club.
- r) 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 and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

## **SECTION 5.0 - TRUSTEES**

The Trustees of The Club shall be The Commodore, The Vice-Commodore, The Secretary, The Treasurer and the Berth Master.

- a) Trustee shall hold office as long as they hold the Committee position stated above, or until they shall resign, by notice in writing given to the Committee, or until a resolution removing them 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.



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- b) 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.
- c) In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in their place, 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.
- d) For the purpose of giving effect to any such nomination, the 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 shall by Deed duly appoint the person or persons so nominated by the Committee.
- e) 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 what so ever 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.
- f) 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 6.0 - MEETINGS OF THE CLUB**

- a) An Annual General Meeting of The Club shall be held each year in the month of March on a date to be fixed by the Committee. The Secretary shall at least fourteen days before the date of such meeting post or deliver to each member notice hereof and of the business to be brought forward there at.
- b) No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Competent and Responsible Person(s) to act as 'Independent Examiner(s)' 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 14 days before the date of the Annual General Meeting.
- c) The Committee may at any time, upon giving twenty-one days' notice in writing, call an EGM 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.
- d) The Committee shall call an EGM upon a signed written request addressed to the Secretary by at least eight (8) members. The Committee shall give twenty-one days' notice in writing of any such EGM. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
- e) At every meeting of The Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
- f) Fifteen full members entitled to vote and personally present shall form a quorum at any meeting.
- g) Only Full, Honorary Full and life members shall vote at any meeting of The Club. Other members may attend but are not entitled to vote.
- h) Voting shall be by show of hands.
- i) In the case of an equality of votes the Commodore or Chairman (as the case may be) shall have a second or casting vote, on any matter other than the election of members of the Committee.
- j) On any resolution properly put to a meeting of The Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of The Club such Rule, Byelaw 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 objects or winding-up provisions.
- k) Members of The Club may attend regular Committee meetings, they will have no voting rights at Committee meetings.
- l) If an issue of a sensitive nature is to be discussed, any non-committee members may be asked to leave the meeting during the discussion.



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## **SECTION 7.0 - 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. The Committee shall dispose of the net assets remaining to one or more of the following:

- i. to another club with similar sports purposes which is a charity and/or
- ii. to another club with similar sports purposes which is a RYA member or
- iii. to the sport's national governing body for use by them for related community sports.

## **SECTION 8.0 - GENERAL MEMBERSHIP RULES**

### **Section 8.1 - Arrears of Subscription**

- a) The Committee may withdraw facilities immediately if fees are not paid by the due date or cancel without notice being given, the membership of any member whose annual subscription and other annual fees are more than one month in arrears.
- b) The Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any club events or vote at any meeting.

### **Section 8.2 - Conduct of Members**

- a) Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, The Club Rules and the current Byelaws and Regulations of The Club.
- b) 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 disciplinary action by the Committee, which may include expulsion or nonrenewal of membership.
- c) 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:
  - 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.
  - The Club will not accept any liability of personal injury arising out of the use of The Club premises, 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.
- d) All dog owners will be responsible for cleaning up any fouling of the boat yard, by their dog(s). Failure to do so may result in the individual dog being banned from The Club.
- e) Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to The Club premises. If parked overnight, keys must be left in The Club house in case of an emergency.
- f) The boats berthed in The Club will be Leisure & Pleasure craft only, or for Youth organisations and must not be of a commercial nature.
- g) Club facilities must not be used for personal gain, profit or for business use.

### **Section 8.3 - Disciplinary Action Against Members**

- a) PROVIDED THAT, before taking any such disciplinary action, the Committee shall call upon such member to attend a meeting with the Committee or 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.
- b) A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution.
- c) Appeal against expulsion or non-renewal of membership may be made to the members in General Meeting.
- d) Upon expulsion of a member, the Committee may dispose of the former member's boat and/or trailer in accordance with section 8.8.



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## **Section 8.4 - Damage to Club Property**

- a) 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.
- b) In the event of damage to a club member's property, by another member or crew through negligence, the cost of repair will be the responsibility of the offending member or crew.

## **Section 8.5 - Exhibiting of Notices**

- a) A member shall not cause any communication in whatever form to be exhibited on The Club official notice boards or premises without permission of the Committee.
- b) Members wishing to put a notice up should use the member's board. Any notice should not be of an offensive nature to other members.

## **Section 8.6 - Complaints**

- a) Complaints of any nature relating to the management of The Club premises or of another member, shall be addressed in writing to the Secretary.
- b) Under no circumstances shall a servant of The Club be personally reprimanded by a member.

## **Section 8.7 - Boat Movements / Health and Safety**

- a) Members should give at least one week's notice of any boat movements within the yard, including launching, beaching and work under the gantry, except in the event of an emergency. Details to be put on The Club dry wipe board, except in the event of an emergency.
- b) The Club will use Health and Safety document UFBC RA 01 Rev C as the preferred method of launching and recovering boats.

## **Section 8.8 - Defaulting Members**

- a) If, at any time, a member has his/her membership withdrawn or if any fees payable to The Club (whether by way of arrears of subscription or facilities fees, dinghy park/bogie berth fees or otherwise) shall be one month or more in arrears and a boat and/or trailer the property of a member or former member remains upon The Club premises then the member or former member shall remove the boat and/or trailer from The Club immediately. If the member, or former member, fails to remove the boat and/or trailer then the Committee may: -
  - i. Move the boat and/or trailer to any part of The Club premises without being liable for any loss or damage to the vessel howsoever caused.
  - ii. Give three months' notice in writing by registered post to the member or former member at his/her last known address as shown in The Club Register and thereafter sell the boat and/or trailer and deduct any monies due to The Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
  - iii. Alternatively, if the boat and/or trailer is un-saleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to The Club by the member or former member
  - iv. The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (ii) above 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 boat and/or trailer is sold the proceeds of sale (unless 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/she be the said member or former member or otherwise) for a period of six years lien.





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- (b) In addition to Rule 8.8(a) The Club shall at all times have a lien over members or former members' boats and/or trailers parked on The Club's premises in respect of all monies due to The Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to The Club have been paid in full.

## **Section 8.9 - Death of Members**

- a) On the death of a full member, the family shall have a minimum of 12 full months to arrange the sale or removal of the boat from The Club. This period may be extended by the Committee in extenuating circumstances. A storage fee will apply during this period.
- b) If a partner or family member of the deceased have been active at The Club, they will be made an offer of full membership and to retain winter berthing for the boat.
- c) If the partner or family member of the deceased have not been active in The Club the decision to offer full membership and winter berthing may be made by the Committee.

## **SECTION 9.0 - BOGIE BERTH ALLOCATION PROCEDURE**

- a) The Committee shall reserve its right to vary from this procedure for those situations not covered below or where other extenuating circumstances may be present. A written explanation of its reasons for not following the procedure would be given to all parties concerned if this were to occur.
- b) Associate members should declare their boat size and they will then go on the waiting list in order of application date.
- c) If a small berth became available and the prospective member at the top of the waiting list had a small boat that would fit the available berth then he/she would be offered the berth (present practice). If he/she is unable to accept at that time for whatever reason (personal, financial, logistical, etc.) then the next person on the list would be offered the berth instead.
  - The person previously at the top of the list will retain his/her position for the next berth that becomes available (present practice). This process would repeat down the list until the berth is allocated.
- d) If a small berth became available and the associate member at the top of the waiting list owned a large boat, then clearly, he/she could not be offered the berth for that boat but he/she may wish to buy a smaller boat in the near future to take up the offer of Club membership. At the Committee's discretion, the member would be given the opportunity to purchase a smaller boat but a time limit would be specified for such a scenario, e.g., the end of the current sailing season (especially if there are other associate members with small boats already on the waiting list). The time limit may be extended at the discretion of the Committee (on application) if the member is having difficulty selling his/her present boat or finding a suitably-sized new boat. If the member declined this opportunity for a small bogey berth, then the next person on the waiting list would be offered the place as described in "c" above.
- e) Any north side bogey berth members who would like the opportunity to move to a larger bogey berth shall be given the opportunity to do so provided that they have previously requested their name to be added to the waiting list. Existing full members shall have priority over associate members on the waiting list. This situation shall be periodically reviewed by the Committee should a large boat be next on the waiting list and a small berth becomes available that the existing member could move into if he hasn't yet purchased a larger boat (or isn't actively looking for one). If there are no north side members waiting on a south side berth then the next person on the waiting list shall be offered the berth (irrespective of boat size).
- f) If the north side bogey berth member does not accept the offer of a larger berth, then the next person on the list (associate or full member if he/she has already been added to the list) would be offered the berth instead. The north side bogey berth owner at the top of the list would retain his/her position for the next large berth that becomes available. This process would repeat down the list until the berth is allocated.
- g) In the event of the next eligible person on the waiting list owning a small boat and he accepts the offer of a large berth then the constitution shall allow for enforced berth swapping when a



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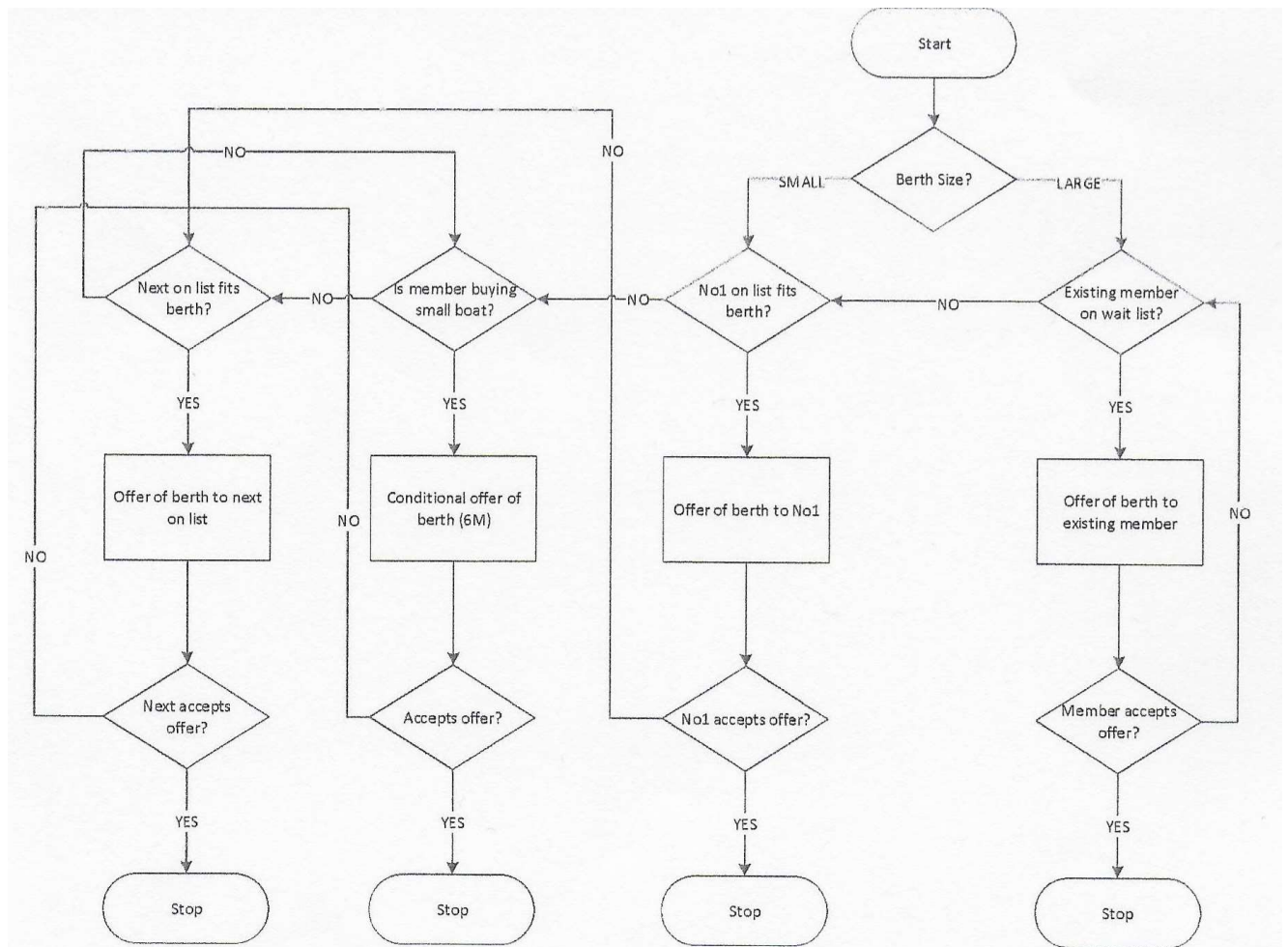
small north side berth becomes available that he/she can fit into, thereby providing a space for a larger boat where the whole waiting list cycle would repeat...

- h) Statement "e" makes it clear that existing members with a north side berth must apply to be on the waiting list to be eligible for a larger berth and that they may be moved back to a north berth, if available, should a larger boat not be purchased within a reasonable time and where a large boat is already on the waiting list
- i) Appendix A contains a flow chart showing the bogie berth allocation procedure.
- j) Should a member sell their boat, hence leaving their allocated bogie empty, they will be given a full 6 months to purchase a new boat. At the end of the 6 months, additional time to purchase a new boat may be granted at the discretion of the Committee.

## SECTION 10.0 - BYELAWS

- a) Use of The Club slipway may be made available to private individual boat owners, entirely at their own risk, subject to a reasonable length and weight restriction. A small donation to The Club would be accepted for providing this facility.

## APPENDIX A – BOGIE BERTH ALLOCATION PROCESS FLOW CHART





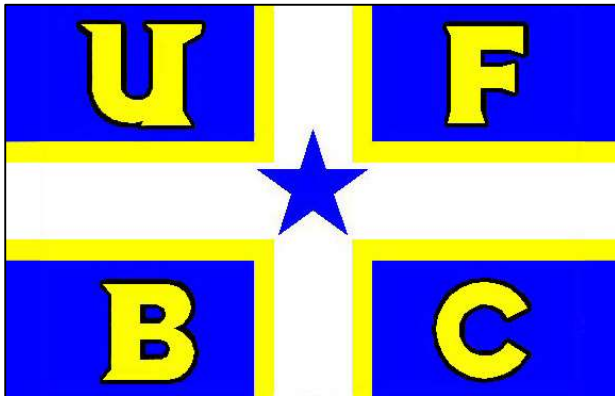
# Upper Forth Boat Club



## APPENDIX B – ACCEPTED CLUB FLAGS

Club Flag circa 1952 (revised and digitised 2012):

Flag version:



Logo version:



Club Flag circa 1895 (revised and digitised 2023):

Flag version:



Logo version:

