



Constitution

(Adopted 4 July 2016: amended 3 September 2016)

1 Name and Community Amateur Sports Club ("CASC") Status

- a) The name of the club is the **Tideway Scullers School** (hereinafter called the "**Club**").
- b) The Club is based at:

Tideway Scullers School Boathouse
Dukes Meadows
Dan Mason Drive
Chiswick
London W4 2SH
- c) The Club is an unincorporated members club having CASC status with CASC registration number CASC 00639
- d) In order for the Club to comply with the CASC regulations, in order to trade with non-members, the Club has incorporated a wholly-owned Company, Tideway Scullers Trading Limited, incorporated under the laws of England and Wales with registered number 09821452, whose registered office is at the Club (the "**Company**")

2 Objects

The objects of the Club shall be to teach and encourage, as a priority, the art of sculling and to develop all categories of the amateur sport of sculling and rowing, ultimately to an international standard, including without limitation:-

- a) promoting community participation in the same;
- b) producing crews of consistent excellence in the sport at all levels;
- c) having the best senior club squads for both men and women in the United Kingdom of Great Britain and Northern Ireland (the "**UK**");
- d) nurturing, encouraging and developing younger athletes to junior international standard;
- e) promoting and encouraging a high standard of rowing and sculling for those at Masters and recreational level; and
- f) encouraging members (but not coxes) at whatever level to race in at least one single sculling event a year, external or internal (such as the Club's Bernie Thompson Sculling Race, or a Club time-trial).

3 **Property**

- a) The legal ownership or possession of all property to which the Club is or may be entitled or of which it shall from time to time have charge shall vest in the Trustees as per Section 3c) below.
- b) The property and funds of the Club cannot be used for the direct or indirect private benefit of members other than as reasonably allowed by this Constitution.
- c) All money and property which may be acquired by or for the purposes of the Club, shall be vested in the Trustees, who shall be appointed by the President's Committee and shall be ratified by a General Meeting ("**GM**") of the Club and who shall enter into a Deed of Trust setting forth the purposes and conditions under which they hold the said property in trust for the Club.
- d) Any member who wilfully or negligently damages in any way any property of the Club or the Company or any property entrusted to the Club or the Company shall, at the discretion of the Executive Committee of the Club (the "**Executive**"), be called upon to make good such damage.

4 **Facilities**

The Club shall provide sporting facilities, sporting equipment, coaching, insurance cover, as well as other ordinary benefits of CASCs as provided for in Part 13, Chapter 9 of the Corporation Tax Act 2010, as amended or replaced from time to time, and may also provide social facilities, courses and medical treatment from time to time.

5 **Membership**

- a) Membership of the Club shall be open to anyone interested in the sport of sculling and rowing on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, marital status, social class, religion or other philosophical beliefs. However, limitation of membership and use of rowing/sculling or other sporting equipment according to available facilities and health/safety requirements is allowable on a non-discriminatory basis.
- b) The Club may have different classes of membership and membership fees or subscriptions ("**Subscriptions**") on a non-discriminatory and fair basis, in the case of classes of membership as specified by the President's Committee ("**PC**") and in the case of Subscriptions by the Executive, both from from time to time. The current classes of membership shall be Full, Student, Country, Overseas, Non-Rowing Associate, Junior, Honorary and Temporary or Introductory Members and the new members can choose which class of membership to take, provided they meet the requirements as set out in this Constitution, including complying with this Constitution and any rules ("**Rules**") issued by the Executive from time to time pursuant to this Constitution.
- c) Except where otherwise expressly provided, this Constitution and all Rules shall be equally binding on all classes of members. Every member shall, upon signature of the relevant form applying for membership (the "**Application**") and upon payment of the appropriate joining fee (the "**Joining Fee**") and Subscription (if any), become entitled to the benefits and privileges of the Club, save as hereinafter provided. Signature of the Application and any such payments (if any) shall be a declaration of acceptance of and submission to the Rules and this Constitution as modified from time to time.
- d) A prospective member shall apply to the Club Secretary of the Club (the "**Secretary**") in writing by completing the Application giving such information as the Executive may from time to time require accompanied by payment of the Joining Fee which shall be determined from time to time by the Executive, save in the case of Honorary Members, who do not pay such a Joining Fee, or Junior Members, when the Joining Fee may be paid following due compliance with any of the Executive 's requirements

in connection therewith from time to time, which currently includes the obtaining of a parent's/guardian's permission therefor.

- e) All Applications for membership shall be considered by the Executive and shall be accepted unless the Executive sees good reason to refuse an Application. In that event written notice with a summary of the reasons for refusal shall be sent to the applicant.
- f) Immediately after such acceptance, notice thereof shall be sent to each applicant at the address entered on the Application together with a request for payment of the Joining Fee (if any) and first Subscription (if any) and a copy of the Rules and this Constitution.

6 Subscriptions:

- a) The rate of annual Subscription for members shall be determined from year to year by the Executive at levels which will not pose a significant obstacle to people participating in the relevant category of membership. Not less than one month's notice in writing will be given to all members of a category of membership in respect of which it is intended to alter the rate of Subscription for the ensuing year.
- b) In the event of non-payment of the Joining Fee and the first annual Subscription or monthly instalment thereof, in accordance with Section 6d) below), the membership of the defaulting member shall be cancelled and the Joining Fee shall be forfeited, unless the delay is accounted for to the satisfaction of the Executive in its absolute discretion.
- c) The Joining Fee and annual Subscription of all Full, Student, Non-Rowing Associate and Junior Members and the Subscription of all Temporary or Introductory Members shall be payable within one month of the date of acceptance as referred to in Section 5f) above in the case of the Joining Fee (if any) and first Subscription and thereafter the annual Subscription shall be paid on 1 June in each year in respect of the period from that date to the following 31 May PROVIDED that a member accepted between 1 December and the following 31 May shall pay a proportion of the first Subscription only amounting to one twelfth of the full annual Subscription for each month or part month following his acceptance up to the following 31 May.
- d) The Executive may, in its absolute discretion, permit a member to pay:-
 - (i) the Subscription and any other payments due by not more than 12 monthly instalments by either Bank Standing Order or Direct Debit, as the Executive shall determine in its absolute discretion, but may withdraw such permission at any time, whereupon the full outstanding balance will be due and payable forthwith; and
 - (ii) a reduced Subscription depending on the Executive's assessment of such member's means, acting reasonably, in connection therewith from time to time.
- e) Notice shall be sent to all members whose Subscriptions (or any permitted instalment thereof) are unpaid for three months after the due date in any year and they shall be debarred from the benefits of the Club (including for the avoidance of doubt no rowing/sculling from or racing for the Club) and their name posted conspicuously in the Club's premises until such Subscriptions are paid.
- f) Should the Subscription (or any permitted instalment thereof) of any member remain unpaid for three months after the due date, then he/she shall cease automatically to be a member of the Club while remaining liable for the balance of his/her Subscription and any other payments due. The Executive shall have power in its absolute discretion to re-admit such a member if satisfied with his/her explanation for the default.

- g) All sums which shall be due and payable by members by way of a Joining Fee, Subscriptions or otherwise shall be paid to the Club, save for those of Non-Rowing Associates, who for CASC purposes are Non-Members, and whose Subscriptions shall therefore be paid to the Company.

7 Full Members:

Women and men over the age of 18 shall be eligible to become Full Members and shall pay the full Subscription determined in accordance with Section 6a) above provided that:-

- a) The Executive may reduce the annual Subscription payable by members in the following categories by such amount(s) as the Executive may in its absolute discretion from time to time decide. No member shall benefit under more than one category at one time:
 - (i) Members (Student Members) who are undergraduates or graduates of, and in residence at, any university or college of further education situated in the UK or the Irish Republic, the period of reduction not to exceed 4 years, including those Student Members who only row at the Club during their university or college holidays;
 - (ii) Members participating only as coxes;
 - (iii) Members (Country Members) who at no time during the Club's financial year have any place of work or residence within 50 miles of the Club's premises; and
 - (iv) Members (Overseas Members) who at no time during the Club's financial year are ordinarily resident within the UK and who have given to the Secretary formal written notice of a residential address outside the UK.
- b) A member applying for a reduced Subscription must do so in writing to the Secretary stating reasons and must supply such evidence as the Executive may in its absolute discretion require from time to time as to his/her eligibility for a reduced Subscription.
- c) The Executive may at its absolute discretion require all members who are training in the "Senior Squad" to pay an additional payment reflecting their additional use of Club equipment, coaching and training facilities. If any question arises as to whether or not a member is training in such Senior Squad the Captain's decision shall be final.

8 Non-Rowing Associates

- a) Women and men over the age of 18 years shall be eligible to become Non-Rowing Associates and shall be entitled to all the privileges and benefits of the Club save that they shall not vote at any GM of the Club, nor be eligible for election as officers of the Club ("**Officers**" and each an "**Officer**"), nor be entitled to use the Club's sports equipment and premises, including without limitation boats, oars, sculls, rowing machines and gym, for the purposes of or ancillary to rowing or sculling.
- b) A Non-Rowing Associate may at any time apply for transference of membership to another class in accordance with Section 12 below.
- c) A Non-Rowing Associate shall for CASC purposes be treated as a Non-Member.

9 Junior Membership:

- a) Boys and girls under the age of 19 shall be eligible to become Junior Members, with the consent of a parent or guardian, provided that on attaining the age of 19 such a member shall automatically cease to be a Junior Member provided also that within one month of attaining the age of 19, or at any time prior thereto, as the case may be

such a member may apply for transference of membership to another class in accordance with Section 12 below.

- b) A Junior Member shall be entitled to all the privileges and benefits of the Club save that they shall not be entitled to vote at any GM of the Club, nor be eligible for election as Officers.
- c) The Executive may from time to time in its absolute discretion make any regulations it may think proper in relation to Junior Members and if any Junior Member disobeys any such regulations he/she may be expelled from membership of the Club by an order to that effect by the Executive and Section 14c)(iii) below shall not apply.
- d) The Executive may reduce the annual Subscription payable by Junior Members by such amount(s) as the Executive may in its absolute discretion from time to time decide, including those Junior Members who only row at the Club during their school holidays.

10 **Honorary Membership:**

- a) The PC shall have the power to appoint as Honorary Members distinguished oarsmen/oarswomen and such other persons as the PC may think proper. The appointment shall be by resolution duly proposed to a meeting of the PC:
 - (i) of which one clear week's notice shall have been given to every member of the PC of the intention to propose the Honorary Member; and
 - (ii) which is attended by not less than 4 members of the PC,and shall require a majority of three-quarters of the members of the PC present and voting at such meeting.
- b) An Honorary Member who has, immediately prior to appointment as such, been a Full Member shall for all purposes under this Constitution be deemed to remain a Full Member, save only that he/she will pay no further Subscription.
- c) An Honorary Member not falling within Section 10b) above shall pay neither Joining Fee nor Subscription and shall be entitled to all the privileges and benefits of the Club.
- d) Any Honorary Member may transfer to become a Non-Rowing Associate or Full Member on applying in writing to the Secretary and on payment of the appropriate additional Subscription he/she shall be deemed to have become a member in the class applied for.

11 **Temporary or Introductory Membership:**

- a) The Executive may confer:-
 - (i) Temporary Membership at its discretion for a period not exceeding six months; or
 - (ii) Introductory Membership of not less than three months' duration at its discretion for those persons attending one of the Club's Learn to Row or Sculling courses or private lessons at the Club.
- b) A Temporary Member shall pay, in advance, a Subscription determined by the Executive but not less than one-twelfth of the annual Subscription for Full Members for each month or part month during which he/she shall remain a Temporary Member. A Temporary Member shall be entitled to all the privileges and benefits of the Club save that he/she shall not vote at any GM of the Club, nor be eligible for election as Officers.

- c) An Introductory Member shall pay, in advance, a Subscription determined by the Executive but not less than one quarter of the annual Subscription for Full Members. An Introductory Member shall be entitled to all the privileges and benefits of the Club, including being able to vote at any GM of the Club, save that Introductory Members shall not be eligible for election as Officers.

12 **Transference of Membership:**

Any member may transfer to a different class of membership on applying in writing to the Secretary and on payment of the appropriate additional or reduced Subscription he/she shall be deemed to have become a member in the class applied for.

13 **Resignations:**

A member wishing to resign shall deliver his resignation in writing to the Secretary before the 1 June in each year and cease thereafter to make use of the benefits and privileges attached to membership of the Club, otherwise he/she shall (unless the Executive in its absolute discretion decides otherwise) be liable for the current year's Subscription. The Secretary's acknowledgement shall be held to constitute proof of such resignation.

14 **Grievance and Disciplinary Procedures:**

- a) All grievance and disciplinary procedures followed by the Club shall be in accordance with British Rowing's "*Guidelines on Grievance and Disciplinary Procedures in Rowing*" as amended from time to time (the "**Guidelines**").
- b) In the case of any member making a complaint this shall be addressed in writing to the Chairman of the Club, from time to time, and shall be signed by the member(s) making the complaint. The complaint shall be delivered to the Chairman via the relevant pigeonhole therefor in the Club room. The Chairman, the Executive and the Club will deal with any such complaint in accordance with the section of the Guidelines headed "*Grievance Procedure*".
- c) If a member is in breach of any Rule, or provision of the Constitution, and/or is indebted to the Club for any amounts or any Subscriptions and has remained indebted for a period which the Executive deems to be excessive, or if a member's conduct or character brings or is likely to bring the Club or the sport of rowing and sculling into disrepute, the Executive may (after due written warning to such member):-
 - (i) fine that member in accordance with a schedule of fines provided by the Executive from time to time or otherwise enforce sanctions against such member or members;
 - (ii) suspend his/her membership of the Club until the breach has been remedied to the satisfaction of the Executive and/or all sums due to the Club have been paid in full. During such suspension the member shall not be entitled to use any of the Club's facilities or vote at any GM of the Club, nor be eligible for election as or to remain an Officer. Such suspension shall not, unless the Executive decides otherwise, affect the member's liability for Subscriptions or any other periodic payments due to the Club; and/or
 - (iii) request such member to resign his/her membership. If a member so requested to resign omits for fourteen days to do so, a GM of the Club may be convened, of which not less than 14 days' notice shall be given, such notice to state that the purpose of the GM is to consider the request by the Executive for the resignation of such member. If such GM shall resolve by a two-thirds majority to expel such member from the Club then his/her membership will thereupon cease. Any member so expelled is not eligible to be accepted again as a member.

- d) In the case of the Executive wishing to take or taking any disciplinary action against any member as provided for at Section 14c) above, in addition to the matters referred to therein, the Chairman, the Executive and the Club will deal with any such disciplinary matter in accordance with the section of the Guidelines headed "*Disciplinary Procedure*".

15 **Privileges of Members and Equal Opportunities:**

- a) Except as otherwise provided in the Rules and Constitution, all classes of members shall enjoy equal rights and privileges. Except at such times as the Executive may determine, and subject always to the Executive's right of refusal in its absolute discretion, members may introduce guests in their company for whose conduct they shall be solely and fully responsible. While on the Club's premises guests shall at all times be subject to the Rules and Constitution.
- b) The Club will ensure that the talents and resources of all members are utilised to the full and that no member receives less favourable treatment on the grounds of sex, age, disability, ethnicity, nationality, sexual orientation, marital status, social class, religion or other philosophical beliefs, nor is disadvantaged by conditions or requirements which cannot be shown to be necessary as a consequence of the requirements of the sport of rowing, the facilities available and/or those of health/safety.

16 **Finance**

- a) The financial year of the Club shall run from 1 June to 31 May in successive years.
- b) The Treasurer shall keep proper accounts of the finances of the Club.
- c) All members shall pay such Subscriptions as the Executive may decide in accordance with Section 6 above.
- d) The income and property of the Club, wheresoever derived, shall be applied solely towards the promotion of the objects of the Club as set out in Section 2 above.

17 **Rejection or Determination of Membership**

- a) An applicant whose application for membership is refused by the Executive may, within one month of being sent notice under Section 5f) above submit a written request to the Secretary for his Application to be considered by the Full and Honorary Members of the Club entitled to vote (the "**Voting Members**") at the GM of the Club next following the expiration of 21 days from the date of submission of such request. At such GM the Voting Members by a simple majority may grant or refuse such applicant's Application.
- b) The Executive may on resolution passed by three-quarters of the members thereof, discontinue the membership of any member of the Club whose subscription shall be six months in arrears or for good cause such as conduct or character likely to bring the Club or sport into disrepute or as otherwise provided for in Section 14c)(iii) above. Appeal against refusal or removal may be made to the members, which shall be dealt with on the same basis as set out in Section 17a) above. A member wishing to resign shall give notice in writing to the Secretary.

18 **Officers and Election of Officers**

- a) The Officers of the Club shall consist of President, Chairman, Captain, Secretary and Treasurer. No member shall be eligible to stand for election as an Officer unless they have been a member for at least six months.
- b) A Vice Chairman may also be nominated by and shall thereafter be co-opted to the Executive from time to time.

- c) The Officers shall be elected at the AGM or a GM of the Club and shall hold office until the next succeeding AGM when they shall retire.
- d) The Captain may be elected at the AGM or a GM provided that the meeting in question is held not earlier than 1 July nor later than 15 October in each year. The Captain shall hold office until the next GM of the Club held between the said dates for which notice has been given of the election of Officers for the ensuing year.
- e) A member intending to stand for election to an office must be proposed and seconded by members entitled to vote, and must give notice of his/her candidacy and the names of the proposer and seconder to the Secretary at least 7 days before the GM. Election shall be by ballot provided that in the event of there being only one candidate nominated for any office the election may be by a show of hands unless a ballot be demanded. Retiring Officers shall be eligible for re-election.
- f) Any casual vacancy occurring in any of the offices other than President may be filled as resolved by the Executive but such appointment shall last until the next GM of the Club at which an election for such office is due to take place.
- g) All the Officers elected or appointed in accordance with this Section 18 shall be ex-officio members of the Executive.
- h) Nominations for the positions of the Officers shall be posted prominently in the Club's premises and published on the Club website.

19 Club Committees

The Club shall be managed by three Committees as follows. In the event of any grievances arising from any decision by a Committee, the procedures to be followed shall be those referred to in Section 14 above:

a) The Executive Committee:

The Executive shall:

- (i) consist of Chairman, Vice Chairman, Captain, Secretary, Treasurer, anybody co-opted by the Chairman from time to time;
- (ii) shall meet at least monthly or more often as necessary;
- (iii) have power to make, alter and rescind such Rules as it may consider necessary for the internal management and well-being of the Club which shall be binding on all members. The Rules from time to time shall be printed and posted on the notice board in the Boathouse;
- (iv) have the power to form any wholly owned subsidiary companies of the Club and appoint the Directors, Company Secretary and any other officers therefor from time to time;
- (v) have the power to acquire and provide equipment, coaching, clubhouse, transport, medical and related facilities; take out any insurance; raise funds by appeals, subscriptions, loans and charges; borrow money and give security for the same, and open bank accounts; buy, lease or licence property and sell, let or otherwise dispose of the same; employ, engage and remove staff; and to do all other things reasonably necessary to advance the purposes of the Club;
- (vi) be responsible overall for the long term maintenance and structural integrity of the Club House, Boathouses and other Club assets and facilities;
- (vii) be solely responsible for all financial transactions and commitments entered into by the Club and no Officer or member of the Club shall enter into any binding obligation of any kind on behalf of the Club without the formal approval of the Executive;

- (viii) be entitled to form sub-committees and co-opt members of the Club as necessary, to assume responsibility for the management and day-to-day running of the Boathouse, bar and other functions. The Executive must specify the scope of the sub-committee's activity and powers; the extent to which it can commit funds; its membership; its duty to report back to the Executive. The Executive may wind up any sub-committee or change its mandate and operating terms at any time; and
- (ix) have minutes prepared for each meeting of the Executive, to be circulated within seven days thereafter to all members of the Executive, the Club's Trustees and all squad coordinators from time to time, as well as being placed on the Club's Notice Board. Where the Executive considers matters to be confidential, the minutes need not be so circulated, and the Executive's decision in respect thereof shall be final and binding.

b) The President's Committee

The PC shall:-

- (i) consist of President, Chairman, a minimum of two Trustees, anybody co-opted by the President from time to time;
- (ii) meet at least quarterly or more often as necessary;
- (iii) be responsible for monitoring and steering the long term aims of the Club, including without limitation the matters referred to in Sections 19b)(iv)-(vii) inclusive;
- (iv) be responsible for approving the budget for the year and any major divergence from it;
- (v) approve overall sculling/rowing policy;
- (vi) monitor the implementation of the Club's 5-year Plan and revise it as necessary;
- (vii) be responsible for fund raising; and
- (viii) have minutes prepared for each meeting of the PC, to be circulated within seven day thereafter to all members of the PC, the Executive and the Club's Trustees. Where the PC considers matters to be confidential, the minutes need not be so circulated, though they must be disclosed to the Executive, whose decision as to confidentiality shall be final and binding.

c) The Captain's Committee:

The Captain's Committee shall:

- (i) consist of the Captain, Vice Captain(s), Secretary, and representatives of the various squads from time to time, and anybody co-opted by the Captain from time to time;
- (ii) meet monthly or more often as necessary;
- (iii) undertake the management of the rowing and sculling carried out at, by and for the Club;
- (iv) deal with all issues relating to the entry of members of the Club into Regattas, Heads and other competitions;
- (v) deal with all issues relating to boat, boat trailer and launch repairs;
- (vi) be responsible for the management of the Club's coaching staff;

- (vii) via the Captain, report regularly to the Chairman and Executive on the day to day running of the Club relating to those matters referred to Section 19c)(iii) to (vi) above; and
- (viii) have minutes prepared for each meeting of the Captain's Committee, to be circulated within seven day thereafter to all members of the Captain's Committee, the Executive and the Club's Trustees. Where the Captain's Committee considers matters to be confidential, the minutes need not be so circulated, though they must be disclosed to the Executive, whose decision as to confidentiality shall be final and binding.

20 Meetings

- a) The AGM of the Club shall be held annually, in July, on a date to be arranged by the Executive for the purposes of receiving the annual report of the Executive, of considering the audited accounts and of electing Officers, Trustees and auditors and for any other business relevant to the objects of the Club.
- b) A GM shall be called by the Secretary on the signed request of the Executive or at least 10 members of the Club. Such a request will state fully the reasons for which the GM is to be called and state any resolution which it is proposed to put to such a GM. Only those matters indicated in the request may be raised or discussed at the GM.
- c) At least 21 days' notice shall be given of AGMs and/or GMs of the Club, by means of circulars which shall be sent to all current members of the Club by email, by posting the notice on the club's website and by a notice prominently displayed at the Boathouse. In notices convening AGMs and GMs, the nature of the business to be discussed shall be given and any proposed resolution shall be set out in full therein. All members may attend all AGMs and GMs in person. The quorum for all AGMs and GMs is 25 members aged 16 or over. If matters are to be decided by a vote then only those aged 16 or over may vote.
- d) The business of AGMs and GMs shall be formally put to the said AGM or GM and shall be carried only if approved by a majority of those current members of the Club present and voting in person, decided by a show of hands.
- e) The Chairman, shall preside at any AGM and/or GM, and shall have a casting vote. In the absence of the Chairman another member shall be chosen to preside and shall have a casting vote.
- f) The Secretary shall keep minutes of AGMs and GMs of the Club and of the Executive and PC.

21 Colours

The Club's colours shall be red and yellow and must be worn by all members representing the Club at competitive events.

22 Boats

The Executive shall have full control over the use of all boats and equipment belonging to the Club.

23 Regatta Crews

The Captain or the Captain's representative shall have full control of any crews or individuals chosen to represent the Club in any public race, match or competition and no entry shall be made in any open race under the name of the Club without their consent.

24 **Winding Up or Dissolution**

Winding up or dissolution of the Club shall only occur if agreed by 75% of those at a GM. If on the winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst members of the Club but shall be given or transferred to some other CASC, or to a registered charity, or to the relevant National Governing Body, currently British Rowing.

25 **Child Protection Procedures**

The Club accepts the policy and procedures relating to Child Protection and the Protection of Vulnerable Adults, as set out by British Rowing and requires all members to accept them as a condition of membership.

26 **Safety**

The Executive shall appoint a member to act as Water Safety Adviser, whose duty it will be to understand the requirements of the British Rowing Code of Practice for Water Safety and advise on their prominent display, their observation and their implementation at all times.

27 **Amendments to the Constitution**

This Constitution may be amended by resolution passed by three-quarters of those present and voting at any GM, subject to a quorum of 25, provided that notice of the GM in writing, stating the terms of the resolution to be proposed thereat, shall have been sent to all members of the Club not less than 21 days before the date of the GM and shall have been prominently displayed at the Boathouse.

28 **Opening and Closing of Club's Premises:**

The Club's premises and any part of them shall open and be closed at such hours as the Executive shall from time to time determine.

29 **Exclusion of Liability:**

- a) Neither the Club nor the Company nor their respective Officers, Directors, members, servants, agents or subcontractors nor the Club's Trustees (together "**Representatives**") shall be liable to any member or their guests arising under or in connection with any member's membership and use of the Club or any of its facilities or equipment for any loss or damage or be responsible for the loss of or damage to any articles or property whatsoever brought into or onto the Club's and/or the Company's premises by any members or their guests whether or not the same shall have been given into the care of the Company or the Club or their respective Representatives, or whether or not such loss or damage is due to the negligence of the Company or the Club or their respective Representatives. Letters or parcels addressed to members at the Club's premises are received at the addressee's own risk.
- b) Nothing in this Constitution or the Rules shall limit or exclude the Club's or the Company's liability for:-
 - (i) death or personal injury caused by their respective negligence or the negligence of their Representatives; or
 - (ii) fraud or fraudulent misrepresentation.
- c) Neither the Club nor the Company nor any of their Representatives shall under any circumstances whatsoever be liable to any member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any member's membership and use of the Club or any of its facilities or equipment.

- d) Except as set out in this Constitution and the Rules, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

30 Indemnity

The Club and TSTL shall be liable for and will indemnify the relevant Representatives against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Representatives or any of them whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of their representation of the Club, the Company or as Trustees and/or arising out of any dispute or contractual tortious or other claims or proceedings brought against them or any of them by a third party claiming relief against them or any of them by reason of their representation of the Club, the Company or as Trustees, except insofar as any such claims may arise from their breach of duty or negligent commission or omission:

31 Priority

- a) Where there is any conflict between any of the Rules and this Constitution, the Constitution shall prevail.
- b) Interpretation of all Rules and the Constitution must be consistent with the statutory requirements for a CASC.

Signed

Robert Rakison
Chairman

Signed

Eddie Beckett
Club Secretary

Date

3 September 2016