



ROYAL HAMILTON AMATEUR DINGHY CLUB

RULE BOOK

Ratified, Special General Meeting – 6th August 2020

1. DEFINITIONS.

In these Rules the following definitions apply:

- 1.1 Club:** Means the Royal Hamilton Amateur Dinghy Club.
- 1.2 Flag Officers:** The Flag Officers shall consist of the Commodore, the Vice-Commodore and any Rear Commodores appointed in accordance with these Rules. There shall always be at least one but no more than two Rear Commodores. If a second Rear Commodore is not appointed at any Annual General Meeting then the Nominating Committee shall have the authority to fill that vacancy only until the next Annual General Meeting or Special General Meeting.
- 1.3 Officers:** The Officers of the Club are the Flag Officers, Secretary, Treasurer and Chairman of the Committee of Management. Officers shall hold Full Membership, except the Treasurer who may have Associate Membership or Social Membership, and shall be appointed at the Annual General Meeting or any Special General Meeting called for the purpose. Each Officer shall hold office for such term as the Full Membership in any Annual General or Special General Meeting shall determine or, in the absence of such determination until the next Annual General Meeting.
- 1.4 Member:** In these Rules the term 'Member' shall define one or all of the following types of membership:

Provisional Membership, Full Membership, Non-resident Membership, Associate Membership, Social Membership, Junior Membership, Honorary Membership, Honorary Life Membership, Temporary Membership, Special Temporary Membership
- 1.5 Gender:** In these rules the words imputing the masculine gender also include the feminine gender.
- 1.6 Authority:** The rules contained in the current edition of Robert's Rules of Order as revised shall govern the Club in all cases to which they are applicable and in which they are not inconsistent with the rules contained herein.

1.7 Written Notice: In these rules wherever the expression “written notice” or the expression “mailed” appears it shall be taken to include notice by electronic device.

1.7.1 Provisional Term: Provisional Term shall be a period of six months or such other period as the Membership Committee shall determine on a case by case basis in its reasonable discretion, during which a candidate for Full Membership, Non-Resident Membership, or Social Membership may use and enjoy the privileges of the Club, save however, during said period such candidate shall not have the right to vote at any meeting of the Club nor the right to participate in the distribution of Club assets if any.

2. CLUB YEAR.

The Club financial year shall be from the first day of November to the thirty-first day of October. The Club subscription year shall be from the first day of April to the thirty first day of March.

3. CLUB ADDRESS.

The address of the Club premises is:
Mangroville, 25 Pomander Road, Paget, PG 05, Bermuda.

The address to which all communications and notices should be sent is:
P.O. Box HM 3355, Hamilton HM PX, Bermuda

4. OBJECTS.

The objects of the Club shall be as follows:

4.1. To encourage and promote "fitted" dinghy racing.

4.2. To encourage and promote all sailing and boating activities.

4.3 To provide social and recreational amenities for its Members.

4.4 **To ensure equal treatment of Members and employees; without discrimination on the basis of race, colour, religion, gender, marital status, disability, age, national origin, sexual orientation or gender identity.**

5. OFFICERS: The Officers of the Club have a responsibility to the Membership to work together to ensure the continued success of the Club. Specifically the Officers shall work together to promote the development and welfare of the Club, the Club experience for the Members, and to ensure the future stability of the Club.

5.1 Flag Officers: The Flag Officers shall determine the policies of the Club, in consultation with the Committee of Management. The Flag Officers shall in addition be responsible for the enforcement of Club rules, all sailing activities of the club, and the advancement of the Club for the benefit of its Members. Further, in this respect and for the efficient management and administration of the Club, the Commodore shall, in consultation with the Vice Commodore, the Rear Commodore(s) and the Chairman of the Committee of Management, assign to and delegate the responsibility for certain duties essential for the well being of the Club to the Vice Commodore and the Rear Commodore(s) after consideration of their respective areas of experience, expertise and interest. These duties shall include, but not be limited to, the following:

i) management of the Club's docks, marina and mooring facilities including the maintenance and repairs thereof and the setting of fees in relation thereto, and coordination of activities thereon with the Dock Committee. The Club's Dock Master (or person(s) employed to work in such or similar capacity) shall directly report to the Flag Officer responsible for this duty and the said Flag Officer shall be Chairman of the Dock Committee.

ii) management of the Club's adult and junior sailing programs and all aspects of the procurement, maintenance and disposal of the equipment related thereto. The Club's Sailing Director shall directly report to the Flag Officer responsible for this duty and the said Flag Officer shall be Chairman of the Sailing Committee.

iii) oversight and management of the Club's fitted dinghy and the programs and activities related thereto and relationships with the other fitted dinghy organizations in Bermuda

In all cases, matters of budgets and expenditures shall be submitted to and approved by the Committee of Management.

5.2. Commodore: It shall be the duty of the Commodore to preside at the Annual General Meeting and all Special General Meetings of the Club; to see that the Rules are properly enforced, and to advance the welfare of the Club by every means in his power.

5.3 Vice Commodore: It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of his duties and in his absence to act in his stead. In addition the Vice Commodore shall be responsible for all duties assigned to him under and in accordance with Section 5.1.

5.4 Rear Commodore: It shall be the duty of the Rear Commodore to assist the Commodore in the discharge of his duties and in his absence and the absence of the Vice Commodore to act in his stead. In addition the Rear Commodore shall be responsible for all duties assigned to him under and in accordance with Section 5.1. When there is more than one Rear Commodore elected or appointed, each Rear Commodore shall have the

responsibilities attached to the position as may be determined by the Commodore from time to time in accordance with Section 5.1.

5.5 Secretary: The Secretary or his delegated assistant shall be present at all meetings of the Club and shall take minutes at all meetings and enter the same in the books kept for that purpose, and shall conduct the correspondence of the Club. He shall be familiar with the duties laid on him by the Liquor License Act 1974 and any subsequent amendments. The remuneration of the Secretary shall be at the discretion of the Committee of Management.

5.6 Treasurer: The Treasurer shall be responsible for keeping the books of account and shall have prepared annually, for the purpose of showing the financial status and the result of the operations of the Club for the immediately preceding financial year and submit to the Committee of Management, Financial Statements comprising a Balance Sheet and Statement of Earnings and Members' Equity together with such other accounts as the Committee shall require. The annual Financial Statements shall be prepared and submitted as soon as practicable and shall be approved by the Committee of Management for presentation at the next succeeding Annual General Meeting.

The Treasurer shall generally perform all the duties dealing with the finances of the Club and shall be the Chairman of the Finance Committee. The remuneration of the Treasurer shall be at the discretion of the Committee of Management.

5.7 The Chairman of the Committee of Management: The Chairman of the Committee of Management is responsible for overseeing the business operations, management and personnel of the Club, in order to promote the continuing development and growth of the Club as a business entity. The Chairman of the Committee of Management serves as the head of the Committee of Management.

6. COMMITTEES.

6.1 Committee of Management: The Committee of Management shall be composed of the Chairman, the other Officers, and a minimum of four other Members. The Committee of Management shall have responsibility for overall management of the Club.

The Secretary shall summon a meeting of the Committee of Management when required to do so by the Chairman or by any two members of the Committee. The Committee shall meet at least once in every calendar month. Four members shall constitute a quorum.

6.2 Membership Committee: The Membership Committee shall be composed of the Commodore, who shall be the Chairman, the other Flag Officers, the Immediate Past Commodore and not less than eight other Members (who shall have been Members in good standing for at least five years immediately before nomination for election).

The Membership Committee shall have responsibility for the election and removal of members. Six members shall constitute a quorum.

- 6.2.1** Every candidate for Full, Social or Non-resident Membership must be proposed and seconded by two Members who have been Members for one year and must have been known to the proposer and seconder for a period of one year. The proposal shall be on a form approved by the Committee of Management and shall be forwarded to the Secretary. A candidate may only have one Flag Officer or member of the Membership Committee as a proposer or seconder or writer of a letter of recommendation. If a member of the Membership Committee is a proposer or seconder or the writer of a letter of recommendation for an application coming before a meeting of the Committee then the Chairman may require the member to recuse themselves from the meeting during any discussions or voting concerning the candidate.
- 6.2.2** Upon completion of the Provisional Term, if any, the name of candidates for election, together with the proposer and seconder, must be posted in the Club for fourteen days, after which period the candidates shall be considered by the Membership Committee at a meeting called for the purpose, and, if at such meeting, the majority of not less than two thirds of the members present shall be in favour of the application, it shall be deemed to be approved. Should an application not be approved in manner aforesaid, the Secretary shall, in writing, notify the proposer and seconder to that effect; and, if the proposer and seconder (or one of them, if the other shall then be out of these Islands), within two weeks after the sending of such notice, shall notify the Secretary that an election by ballot is requested, an election shall be held in such manner and at such time as the Flag Officers shall direct. At an election by ballot one adverse vote in seven shall reject a candidate.
- 6.2.3** Any candidate who has been considered and rejected by the Membership Committee for a second time will not again be eligible to be proposed for membership during the next ensuing twelve months.
- 6.2.4** A candidate rejected in an election by ballot may be proposed once again, but, if rejected a second time, he shall not again be eligible to be proposed for election.
- 6.3 Nominating Committee:** The Nominating Committee shall consist of a minimum of three past Commodores and a minimum of three Members nominated by the Membership Committee. The Nominating Committee shall be ratified by the Members at the Annual General Meeting, and the Nominating Committee shall then hold office until the next Annual General Meeting. The Nominating Committee shall have responsibility acting in consultation with the Flag Officers for preparing nominations in writing for Officers of the Club and members of committees for presentation at an Annual General Meeting. The Nominating Committee shall appoint its Chairman from among its number. Four members shall constitute a quorum. Any vacancy occurring in

the Nominating Committee during the course of the year, may be filled by a Member appointed by the Membership Committee until the next AGM or SGM called for that purpose.

- 6.4 Sailing Committee:** The Sailing Committee shall be composed of the Sailing Committee Chairman, the other Flag Officers, and a minimum of four other Members one of whom shall act as secretary. The Sailing Committee shall be responsible for the sailing activities and administration of the sailing regulations of the Club. In the event of any members of the Sailing Committee being personally interested in any contract under consideration, the Sailing Committee shall appoint other members to serve temporarily in the place of such interested members.
- 6.4.1** The secretary shall summon a meeting of the Sailing Committee when required to do so by the Sailing Committee Chairman or by any two members of the Committee. The members of the Sailing Committee shall be notified of the date and time of holding the meeting and the object of the meeting. Four members shall constitute a quorum.
- 6.5 Dock Committee:** The Dock Committee shall be composed of the Dock Committee Chairman, who shall be a member of the Committee of Management and a minimum of five other Members, one of whom shall act as secretary. The Dock Committee shall, subject to reporting to and oversight of the Committee of Management, be responsible for the management of the Dock facilities, which shall encompass the area to the west of Pomander Road comprising boat mooring and storage; mooring facilities, including the buoys, chains and docks; water, electricity and lighting associated with the dock operation; the control of boats, leasing of facilities and the issuance of Dock Regulations, provided, however, any bar, messing and provisioning activities, services and facilities shall remain under the direct control and oversight of the Committee of Management. Changes to the Dock Regulations or fees or charges by the Committee shall be subject to the approval of the Committee of Management. In the event of any members of the Dock Committee being personally interested in any contract under consideration, the Dock Committee shall appoint other members to serve temporarily in the place of such interested members.
- 6.5.1** The secretary shall summon a meeting of the Dock Committee when required to do so by the Chairman or by any two members of the Committee. The members of the Dock Committee shall be notified of the date and time of holding the meeting and the object of the meeting. Three members of the Committee shall constitute a quorum.
- 6.6 Finance Committee:** The Finance Committee shall be composed of the Treasurer, who shall be the Finance Committee Chairman, the Chairman of the Committee of Management (ex officio), and a minimum of three other Members. The Finance Committee shall have responsibility for overseeing that the financial affairs of the Club are managed in accordance with Rule 9A. In the case of a vacancy on the Finance

Committee, the Committee may co-opt a Member to fill such vacancy until the next election within the Club.

- 6.7 Rules Committee:** The Rules Committee shall be composed of at least 3 Members including the Secretary, a member of the Committee of Management, and a member of the Membership Committee. The Rules Committee shall be responsible for the regular review of the rules of the Club and shall bring before the Membership at an Annual General Meeting or Special General Meeting any proposed revisions to the rules.

7. GENERAL MEETINGS.

- 7.1. Annual General Meeting:** The Annual General Meeting shall be held on or before the 31st day of March in each year, (subject to the provisions of Rule 7.3), at a time to be appointed by the Committee of Management in consultation with the Commodore. A notice of the day appointed and the agenda and the report of the Nominating Committee shall be sent to holders of Full Membership at least fourteen days prior to the meeting and posted on the Club's notice board.

- 7.2. Special General Meeting:** A Special General Meeting shall be summoned by the Secretary whenever instructed to do so by the Commodore, or by the Committee of Management, or on a requisition signed by at least ten Members. A notice of the day appointed and the agenda shall be sent to holders of Full Membership at least fourteen days prior to the meeting and posted on the Club's notice board.

- 7.3 Quorum:** Quorum for General Meetings: Subject to Rule 7.4.1, at any Annual or Special General Meeting of the Club twenty-five holders of Full Membership present in person throughout the meeting, (one of whom shall be a Flag Officer or Past Commodore) shall constitute a quorum for the transaction of business. If the Club shall at any time have less than fifty Full Memberships, a majority of all holders of Full Membership present in person throughout the meeting (one of whom shall be a Flag officer or Past Commodore) shall form a quorum for the transaction of business at any Annual or Special General Meeting of the Club held during such time. In case a quorum shall not assemble within half an hour after the time appointed for the meeting, such meeting shall stand adjourned to the same day one week later, at the same time and place or to such other day, time or place as the Secretary acting upon the instructions of the Commodore may determine (but not to exceed thirty days from the date originally scheduled for the meeting). Any Annual General Meeting adjourned in this manner and held on a date later than the last day of March shall not be invalid because it was held during a month other than March.

7.4 SPECIAL VOTING REQUIREMENTS

- 7.4.1** The Club shall not, without the affirmative vote of at least seventy-five percent of all holders of Full Membership in a Special General Meeting, take any of the following actions:
- 7.4.2** Amalgamate, merge or consolidate with or into any Person or sell, lease, convey, exchange or otherwise transfer any of the Club's land, buildings or docks;
- 7.4.3** Commence a voluntary case or other proceeding seeking the winding up, liquidation, reorganization or other relief with respect to the Club or its debt under any winding -up, bankruptcy, insolvency or other similar laws now or hereafter in effect or seek the appointment of a trustee, receiver, liquidator, custodian, or other similar official of the Club or of any substantial part of the Club's assets or undertake or consent to any such relief or to the appointment of or taking possession by any such official in an Involuntary case or other proceeding commenced against it, or make a general assignment for the benefit of creditors.
- 7.4.4** For the purposes of Rule 7.4.2, "Person" means any company or association or body whether corporate or incorporate including, without limitation, an individual, a partnership, a limited liability company, a joint-stock company, a corporation, a trust, a joint venture or any other entity or organization, including a government or an agency, instrumentality, or political subdivision thereof.
- 7.4.5** Notwithstanding Rule 7.3, Rules 7.4.1, 7.4.2, or 7.4.3 shall not be amended or altered without the affirmative vote or written consent of at least seventy-five per cent of all holders of Full Membership.
- 7.4.6** Written notice stating the date, time, place and the nature of the business to be conducted at any Special General Meeting called to consider a matter covered by Rules 7.4.2 and 7.4.3 shall be posted on the official Club Notice Board and shall also be sent to each Full Membership, in each case not less than fourteen clear days before the meeting takes place (the "Written Notice").

7.5 PROXIES

- 7.5.1** The Written Notice for any Annual General Meeting or Special General Meeting concerning matters under Rules 7.4.2 and 7.4.3 shall also include a form of revocable proxy specifying the name of the Full Membership representative and space for that representative to nominate a named person (who must also hold a Full Membership) as his or her proxy to vote on their behalf at the such Meeting described in the Written Notice and at any adjournment thereof.

- 7.5.2** The instrument of proxy must be signed by the Full Membership representative whose signature must be witnessed in writing. Any Full Membership appointing a proxy shall deposit the instrument of proxy at the Club for the attention of the Secretary or deposit it at such other place as is specified for the purpose in the instrument of proxy, no later than the scheduled time for the holding of the Meeting for which it is given. The Commodore may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of an electronic transmission of the signed instrument.
- 7.5.3** A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal, or the revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, mental incapacity or revocation shall have been received by the Club before which it is sought the use the proxy.
- 7.5.4** The use of any proxy issued in accordance with Rule 7.3.5 shall be limited to those matters falling under Rules 7.4.2 and 7.4.3 only.
- 7.5.5** The decision of the Commodore as to the validity of any instrument of proxy shall be final.
- 7.6** **Nominations:** Nominations for Officers of the Club and members of the committees made by the Nominating Committee shall be sent to the Members together with the notice of the Annual General Meeting, i.e. fourteen days prior to the meeting. Additional nominations together with the written consent of the nominee may be submitted to the Secretary by any holder of Full Membership up to four days prior to the Annual General Meeting. No nomination will be accepted after 5pm four days prior to the meeting.
- 7.7** **Amendment to Rules:** No Rule shall be made, altered or rescinded at the Annual General Meeting or at a Special General Meeting unless notice thereof shall have been sent to each holder of Full Membership of the Club at least fourteen days before the meeting takes place.
- 7.8** **Vacancies:** A vacancy, whether temporary or permanent, occurring among the Officers may be filled at a Special General Meeting. A vacancy in the Committee of Management or any other elected Committee whether temporary or permanent, may be filled by the Committee in which such a vacancy exists subject to the approval of the Flag officers.
- 7.9** **Audit of Financial Statements:** At the Annual General Meeting or at a subsequent Special General Meeting an Auditor of the financial statements of the Club shall be elected, who shall hold office until the next Annual General Meeting. The remuneration of the Auditor shall be agreed annually by the Committee of Management. For purposes of clarification, the Finance Committee may in its discretion decide whether

the Auditor shall be required to deliver “audited financial statements” or a “review” or “compilation” of management accounts that shall be tested and reviewed but not certified as “audited” by the Auditor.

- 7.9.1** No Officer of the Club or Member of the Committee of Management shall during his continuance in office be eligible as Auditor.
- 7.9.2** If the office of Auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or absence from Bermuda at a time when his services are required, the Committee of Management shall as early as practicable appoint an Auditor to fill the vacancy or an acting Auditor during the incapacity of the Auditor.
- 7.9.3** The Auditor shall be furnished with a list of all books kept by the Club and shall at all reasonable times have access to them and to all accounts and vouchers relating to the entries therein; and the Committee of Management and Officers shall at the request of the Auditor furnish him with any information in their power relating to the books or the affairs of the Club.
- 7.9.4** The Annual Financial Statements provided by the Treasurer to the 31st day of October of each year shall be examined by the Auditor and compared with the books, accounts and vouchers relating thereto, and he shall make a written report thereon to the Club stating whether such Financial Statements are drawn up so as to exhibit a true and fair view of the state of the Club's affairs, and, if the Auditor has called for information from the Officers of the Club or the Committee of Management, whether the same has been furnished and found satisfactory and the report of the Auditor shall be read at the Annual General Meeting.

8. MEMBERSHIP

- 8.1 Membership:** The Membership of the Club shall consist of the memberships as defined by Rule 1.4.
- 8.2 Provisional Membership:** Any prospective candidate for Full Membership, Non-resident Membership or Social Membership shall first apply for a Provisional Membership. The application must be sponsored by two Members and be approved by the Flag Officers. If so approved, a Provisional Membership shall be granted on the understanding that on the completion of the Provisional Term, application to the Membership Committee at the next following meeting of that Committee for Full Membership, Non-Resident Membership or Social Membership shall be made and the requisite Entrance Fee and Annual Membership Fee shall be paid if approved.
- 8.3 Full Membership:** A Full Membership shall be a single or joint household where one or more members have attained the age of at least eighteen years, and have held a

Provisional Membership for the Provisional Term (as required by the Membership Committee) and shall have been approved for election by the Membership Committee. The household shall include dependents up to the age of eighteen years, or the age of twenty-five years if in continuous full-time education. Either adult household member shall be eligible to represent the Full Membership at any Club functions or meetings and may serve on committees, excepting that only one may serve as an Officer of the Club simultaneously.

- 8.4 Social Membership:** A Social Membership shall be a single or joint household where one or more members have attained the age of at least eighteen years, and have held a Provisional Membership for the Provisional Term (as required by the Membership Committee) and shall have been approved for election by the Membership Committee. The household shall include dependents up to the age of eighteen years, or the age of twenty-five years if in continuous full-time education. Either adult household member shall be eligible to represent the Social Membership at any Club functions or meetings and may serve on committees.
- 8.4.1** Social Membership holders are not entitled to vote in any meetings of the Club, or participate in the distribution of Club assets if any.
- 8.4.2** A Social Membership does not provide entitlement to rent or lease-hold a marina berth.
- 8.4.3** The holder of a Social Membership may apply for a Full Membership of the Club by applying in accordance with Rule 8.3. If elected to Full Membership he shall be required to pay the appropriate Entrance Fee.
- 8.5 Non-Resident Membership:** Any person who has attained the age of eighteen years and who is ordinarily resident outside Bermuda for at least eight months of every year may, on election and on payment of his Entrance Fee and the Annual Membership Fee for the current year, become entitled to a Non-resident Membership.
- 8.5.1** Non-resident Membership holders shall be entitled to all the privileges of the Club, except those of holding an office, serving on any Committee or voting at any meeting of the Club or the right to participate in the distribution of Club assets if any.
- 8.5.2** If a holder of Non-Resident Membership shall cease to be qualified for Non-Resident Membership of the Club, then he shall forthwith either apply for Full Membership or resign from the Club. If a Non-Resident Membership holder fails to comply with this provision, then the Membership Committee shall have power to expel such Member from the Club.

8.6 Associate Membership (closed category):

- 8.6.1** Any widow or widower of a former Full Member prior to August 2020 (who was in good standing at the Full Member's death) may continue to be an Associate Member, or apply for Full Membership or Social Membership on payment of the applicable Membership fee.
- 8.6.2** Ladies who were Unmarried Associate Members prior to 1 March 1985 may continue as Associate Members, or apply for Full Membership or Social Membership on payment of the applicable Membership fee.
- 8.6.3** Associate members are not entitled to vote in any meetings of the Club, nor shall they be entitled to any share in the Club's assets on dissolution.

8.7 Honorary Membership: The Flag Officers may extend Honorary Membership without payment to His Excellency The Governor, His Honour the Chief Justice, the Rt. Rev. the Lord Bishop of Bermuda, the Bishop of Hamilton in Bermuda, Regular Senior Consular Officers, and, provided such persons are not ordinarily resident in Bermuda, Commissioned Officers of H.M. Forces.

8.7.1 The Flag Officers may also extend Honorary Membership without payment to such non-members who have provided outstanding service to the Club. These Honorary Memberships shall be renewable annually by the Flag Officers. The Flag Officers shall provide a report to the Membership Committee promptly after extending any such Honorary Membership and shall explain the basis for such decision.

8.7.2 Honorary Membership holders shall be entitled to all the privileges of the Club, except those of holding an office, voting in any Annual General Meeting or Special General Meeting, serving on any Committee, or proposing candidates for Membership. They shall not have the right to participate in the distribution of Club assets if any.

8.8 Honorary Life Membership: Any Full Member with forty years continuous Membership shall become an Honorary Life Member on reaching the age of seventy and will not be required to pay Annual Membership Fees therefrom and shall retain the rights and privileges of Full Membership. The Membership Committee shall be advised of the names of those members who become Honorary Life Members.

8.9 Junior Membership:

8.9.1 Minors who are (i) registered participants in a Club sponsored programme, and (ii) between the ages of seven and eighteen years, inclusive, may be admitted as "Junior Members" for the time periods set forth below.

- 8.9.2** Junior Members who are registered participants in a Club sponsored programme of instruction but who are not children of Members may only have membership in the Club for the duration of the sailing program(s)/instruction in which he or she is enrolled.
- 8.9.3** Junior Members under rule 8.9.1 and 8.9.2 shall have signing authority for food and non-alcoholic drinks only ***provided*** that a parent or guardian shall have provided the Club with a valid credit card number and proper authorization to the Club to bill any charges incurred by such Junior Member to the credit card on a periodic basis.
- 8.9.4** Junior Members shall have no right to vote as to any matters pertaining to the Club, save for the election of any Junior Member Representative, nor shall Junior Members have the right to propose candidates for membership or the right to participate in the distribution of Club assets if any.
- 8.9.5** Junior Members shall be entitled to elect a Junior Member Representative at a meeting of the Junior Members which may be held annually within four weeks of the Annual General Meeting as shall be determined by the Chairman of the Committee of Management. The Junior Member representative shall liaise with the Club officer or director (the “Designated Club Representative”) designated from time to time by the Chairman of the Committee of Management as to the needs and concerns of Junior Members. The Junior Member Representative may be invited from time to time by the Chairman of the Committee of Management to meet with the Committee of Management to present issues important to the Junior Members.
- 8.10 Temporary Membership:** The Flag Officers may extend the privileges of Temporary Membership to any visitor on introduction by a Member for a period of fourteen days and to any local resident on introduction by a Member for a period of one day on a specific occasion, without payment of subscription.
- 8.10.1** A visitor may have Temporary Membership extended for a period not exceeding two years from the date of his arrival in Bermuda, on application by a Member, but will be required to pay a monthly subscription. Such extension may be granted by the Flag Officers for the first year, and thereafter on application to the Membership Committee for a second year. In this rule, the term “visitor” shall be deemed to include any person not having Bermuda status or Permanent Resident’s Certificate who has been a resident of Bermuda for less than two years.
- 8.10.2** No Member shall introduce more than ten candidates for Temporary Membership in any Club year. The responsibility for the payment of any debts owed to the Club by such Temporary Membership holders shall belong to the Member who introduced them.
- 8.10.3** Any Member desiring to introduce a candidate for Temporary Membership shall complete the form provided for the purpose.

8.10.4 If, after the introduction of any candidate for Temporary Membership, any three Members (whose names shall not in any circumstances be disclosed) may communicate with the Secretary in writing objecting to such person continuing to hold a Temporary Membership, and stating the grounds of their objection, the Secretary shall at once inform the Flag Officers, and if they decide that such person shall cease to hold a Temporary Membership, the Secretary shall accordingly notify him, and his name shall be removed from the Temporary Memberships list, and he shall not again be eligible to hold a Temporary Membership.

8.10.5 Holders of Temporary Memberships shall be entitled to all the privileges of the Club, except those of holding an office, serving on any Committee, voting at any meeting, proposing candidates for Membership, wearing Club colours or flying Club Flags. They shall not have the right to participate in the distribution of Club assets if any.

8.11 Special Temporary Membership for Sailing Participants

8.11.1 Individuals who participate in sailing events either run by the Club, or sponsored, sanctioned or otherwise designated by the Sailing Committee as eligible for inclusion as a “recognized sailing event for purpose of this Rule 8.11,” are eligible for Special Temporary Membership.

8.11.2 Subject to Rule 8.11.3 below, usage of the Special Temporary Membership for sailing participants shall be limited only to times during which there is a “recognized sailing event for purpose of this Rule 8.11 in progress at the Club. The Sailing Committee shall designate what activities are “recognized sailing events” and the Sailing Director shall publish this information by notice on the Club’s website and Sailing Notice Board.

8.11.3 Unless otherwise determined by the Committee of Management from time to time, any Special Temporary Membership(s) designated for any individual sailing participant hereunder shall only be valid for a period not to exceed six months in the aggregate; after such period, such individual shall apply for Membership in the Club at the appropriate Membership level and be required to pay such Entrance Fee and Annual Membership fees as is designated from time to time for such Membership level by the Club.

8.12 Special Temporary Membership for Parents of Junior Programme Participants

8.12.1 Individuals who are parents of Junior Programme participants but not Members of the Club may apply for Special Temporary Membership.

8.12.2 Usage of the Special Temporary Membership for Parents of Junior Programme participants shall be limited to the days during which their child actively participates in Club sailing courses or instruction. On such days, it is envisioned that these Special

Temporary Memberships will entitle family and guests of Junior Programme participants to enjoy the full use of the restaurant and bar facilities.

8.12.3 Special Temporary Memberships authorized under Rules 8.11 and 8.12 shall have no entitlement to vote on any matters pertaining to the Club, or to propose candidates for membership, or the right to participate in the distribution of Club assets if any.

9. ENTRANCE FEES AND ANNUAL MEMBERSHIP FEES:

9.1 Details of Entrance Fees and Annual Membership Fees for all categories of Membership in the Club will be supplied with Membership applications and are also available on request from the Secretary. Entrance Fees and Annual Membership Fees may only be amended at the Annual General Meeting where notice shall have been given in the agenda mailed to Members, or at a Special General Meeting called for that purpose.

9.2 Holders of Provisional Memberships shall pay a monthly fee for each month of the Provisional Term. Such payments shall continue until the Membership Committee has made its decision on the application. If successful the appropriate Annual Membership Fee, pro-rated to the end of the Club subscription year shall become payable together with the appropriate Entrance Fee.

9.3 The Flag Officers may fix a lesser amount of any subscription for a Full Membership in proportion to the unexpired portion of the Club subscription year, and may reduce the subscription of any holder of a Full Membership who has reached the age of sixty-five [*suggest changing to 75*] and has held a Full Membership continuously for the previous twenty years. The Flag Officers shall advise the Committee of Management in writing whenever it has decided to make use of this rule.

9.4 The Flag Officers shall have discretionary power to waive the payment of any portion of the Annual Membership Fee of any Member who in the course of the Club subscription year shall be absent from Bermuda for a period or periods amounting to six months or more. The Flag Officers shall advise the Committee of Management in writing whenever it has decided to make use of this rule.

9.5 Should any candidate fail to pay his Entrance Fee and Annual Membership Fee within thirty days after notification of his election by the Secretary, his election shall be void.

9A FINANCIAL PROVISIONS:

9A1 The Finances of the Club shall be subject to oversight by the Finance Committee. No expenditure that exceeds the capital amount approved in the budget presented at the Annual General Meeting, by an amount to be determined at that AGM shall be made without the approval of the Finance Committee. The Finance Committee shall have the power to require the Secretary to call a Special General Meeting in any case where the

Finance Committee considers that any proposed expenditure requires the specific approval of the members. The majority of the members of the Finance Committee (subject to a minimum of 3 members) shall constitute a quorum.

- 9A2** The deeds of the Club shall not be used to secure a deed of mortgage on the Club property for any debt of the Club without the prior approval of an Annual General Meeting or a Special General Meeting where there is a quorum present and a majority vote approving such action as provided under Rule 7.3.

10. RESPONSIBILITIES OF MEMBERS:

- 10.1** Any Member may at any time resign his membership by paying all subscriptions and accounts due by him to the Club, and giving the Secretary written notice of his wish to resign; but no Member may resign pending any proceedings for his expulsion without the consent of the Flag Officers.
- 10.2** If any Member in any category shall neglect to pay any indebtedness to the Club, a notice shall be mailed to him at the expiration of sixty days from the billing date informing him of his delinquency and warning him that, if the account is not settled within a further period of thirty days, he will thereupon cease to be a Member of the Club. The Member's name shall be posted on the Club Notice Board to that effect. The Committee of Management shall have the power to restore the Member's name on receiving a satisfactory explanation and a settlement of account.
- 10.3** In the regrettable event of the Club having to institute proceedings against a Member or former Member to recover financial indebtedness all costs and fees associated therewith may be recovered by the Club from the defaulting party.
- 10.4** Guests shall not be admitted into or remain in the Club unless accompanied by the Member introducing them, except insofar as special circumstances apply under the Dock Regulations. But in no circumstances may a guest unaccompanied by a Member enter the Clubhouse or consume alcoholic beverages.
- 10.5** No Member shall introduce or bring into the Club premises any person who has been expelled or any candidate rejected at an election by ballot.
- 10.6** The Membership Committee may suspend any Member whose conduct in or out of the Club's premises shall in their opinion evidence that such member does not respect the Club, its history and traditions, its Rules, the Club membership and/or the Club's objectives. Should any Member have engaged in such conduct the Membership Committee may deem it desirable that such Member should cease to be a Member of the Club, and may upon such conduct being brought to its attention, determine that the name of that Member shall be removed from the Membership List and he shall cease to be a Member. No member shall be so expelled by the Membership Committee unless

agreed by two thirds of all the Committee Members. Absentee ballots in writing shall be valid.

- 10.7** The Officers and Committee Members for the time being acting in relation to any of the affairs of the Club and every one of them, and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets of the Club from and against all actions, costs, charges, losses, damages and expenses which they may or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their responsibilities in accordance with these rules, and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Club shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Club shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective responsibilities or in relation thereto, provided that this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.

Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Club, against any Officer or Committee Member on account of any action taken by such Officer or Committee Member or the failure of such Officer or Committee Member to take any action in the performance of his duties with or for the Club provided, that such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Officer or Committee Member.

11 DISTRIBUTION OF RULES:

Copies of these Rules of the Club shall be made available to the Members. They shall be posted electronically on the Club's website and shall be made available for download in a format that preserves the integrity of their content. In the interests of economic and environmental awareness the Club shall not be required to incur the expense of printing these Rules in a Rule Book or on stationery; however, if a Member wishes to have a paper copy, or if a paper copy is required for another legitimate purpose, the Club Secretary may print out the rules and, if required, certify that the copy is true and correct.

12 **FLAGS:**

The Lords of the Admiralty have given permission to the Club to wear, with restrictions and under conditions laid down, the Red Ensign of the Fleet with the distinctive marks of the Club

A yacht shall be permitted to wear the Club Ensign provided that the yacht has been duly registered and an Admiralty Warrant issued to the owner, who shall comply with the conditions laid down in such warrant.

The Commodore's Flag shall be a White Swallow-Tail with a Crown in the center.

The Vice Commodore's Flag shall be a White Swallow-Tail with a Crown in the center and a Single Red Ball.

The Rear Commodore's Flag shall be a White Swallow-Tail with a Crown in the center and Two Red Balls.

A Past Commodore's Flag shall be a White Swallow-Tail with a Crown in the center and a Red Border Surround.

Members flying the Admiralty approved Club Defaced Red Ensign are required to fly the RHADC club pennant or the appropriate Flag officer or past Commodore pennant with the defaced ensign. Under Admiralty Rules you may not fly the defaced ensign without the pennant and the person(s) to whom the Admiralty Warrant was issued must be on board. If the warrant holder is not on board the vessel the defaced ensign should not be flown.

Members may fly the appropriate pennants at any time afloat.