

# BAVARIA OWNERS ASSOCIATION

## CONSTITUTION (Revised AGM 2016)

### 1. Name

1.1 The name of the Association is the Bavaria Owners Association (BOA) and the logo of the Association shall be an offset blue diamond with a symbolic “B” in white within followed by “AVARIA”. in black to complete the name “BAVARIA” beneath which are the words “Owners’ Association” in smaller black letters, all on a white background.

### 2. Membership

2.1 Membership shall be available to all owners of Bavaria Yachts and Motorboats or someone with a strong interest in promoting or pursuing the objectives of the Association.

2.2 Where yachts are jointly owned all joint owners shall be eligible for membership.

2.3 Honorary membership may be awarded by the Committee in recognition of special service given to the Bavaria Owners Association. The number of such honorary members shall not at any one time exceed five per cent of the total number of members.

2.4 Membership for social and sporting activities, but with no voting power, is extended at no extra charge to member’s immediate Family and Crew and occasional Guests.

2.5 The annual or triennial membership subscription shall be fixed by the Annual General Meeting and becomes due on the 1<sup>st</sup> April for the relevant year or years.

2.6 Any member desirous of retiring from the BOA shall notify the intention to the Membership Secretary on or before the 1st March.

2.7 A member elected after the 1st January in any year who shall have paid the subscription for that year shall not be required to pay any subscription for the following year.

2.8 The vote on a resolution for expulsion shall be by ballot and the resolution shall only be carried if not less than three-quarters of the members of the Council present vote in favour of the resolution.

### 3. Objectives

3.1 The objectives of the Association shall be to enhance the enjoyment of the use of members’ yachts by:

- (i) Providing a means of communication between members on matters related to Bavaria Yachts.
- (ii) Encouraging sailing as a social event by the enjoyment of the company of members
- (iii) Assisting in the improvement of sailing skills of members by exchange of knowledge, arranging presentations and the general sharing of expertise within the membership.
- (iv) Promote and facilitate the sport of yachting.

(v) Seek opportunities for procurement discounts for members on goods and services related to sailing.

#### **4. Organisation**

4.1 The Association shall be organised by a Committee, the Officers of which shall be:

Commodore  
Vice Commodore  
Rear Commodore Sail  
Rear Commodore Racing  
Rear Commodore House  
Rear Commodore Motor  
Clipper Marine Liaison Representative  
Hon. Treasurer  
Hon. Secretary  
Membership Secretary  
Communications (Newsletter)  
Communications (Webmaster)  
Past Commodore

4.2 The Association shall operate branches in designated sailing areas as and when requested by sufficient members and subject to approval of the Committee. Branches shall appoint a Regional Captain together with such other officers as may be necessary and shall report to the Committee as required by the Committee.

4.3 Candidates for election to any office shall be proposed and seconded before or at the Annual General Meeting. Candidates for election to the Committee shall be such members of the retiring Committee who may offer themselves for re-election and other members of the Association duly proposed and seconded by members.

4.4 The Committee may co-opt members to fill vacancies on the Committee.

4.5 The Association shall be affiliated to the R.Y.A. subject to the Association fulfilling the requirements for RYA Affiliated Clubs.

#### **5. Management**

5.1 The affairs of the Association shall be wholly managed by the Committee according to these rules. Meetings will be held at a venue proposed by the Commodore as and when required by the request of the Hon. Secretary and the Commodore. Five shall form a quorum at such meetings. The Committee shall have power to hold meetings in camera. The Commodore and the Hon. Treasurer shall be empowered to authorise expenditure from Association funds to cover all agreed expenses of the Association. "Agreed expenses" means all expenses agreed by the Committee for the communication and promotion of the Association and its activities and all administrative and management expenditure of the Association. Guidelines on "agreed expenses" are published in the Rally Organiser, Regional Captain and Committee Expenses Guide. Such Committee shall apply the funds of the Association in such manner as complies with rule 6.4 and shall make such bye-laws, rules and regulations as it thinks fit for the proper management of the Association. The members of

the Association may in general meeting reserve the management of such affairs as they think fit to general meeting and/or a special committee.

5.2 Notice of any alterations or additions to the rules intended to be proposed by a member of the Association shall be given to the Honorary Secretary in writing fourteen days before the same is to be brought forward, and full particulars shall be set out in the notice convening the meeting. All such proposed alterations and any amendments to them which may be proposed and seconded shall be put to the vote of the meeting and provided that on a show of hands or, if demanded, on a poll, a majority of two-thirds of the votes of those members present, entitled to vote and voting shall be cast in favour of any proposed alterations or additions or amendments then the same shall be deemed to be carried.

## **6. Finances**

6.1 All cheques etc., shall be payable to "THE BAVARIA OWNERS' ASSOCIATION". The financial year shall be from 1st April to 31st March. The bankers shall be:

NatWest Bank,  
New Milton Branch,  
59 Station Road,  
New Milton,  
Hants,  
BH25 6JA.

Cheques paid out on behalf of the Association shall be signed by the Treasurer, Commodore or Secretary.

6.2 It shall be the responsibility of the Hon. Treasurer to keep a complete and accurate account of the Association's finances.

6.3 At the Annual General Meeting in each year there may be appointed an Auditor whose duty it shall be to audit the accounts of the Association for the current year and comment on the overall financial position. A copy of the accounts shall be published in the notice of the Annual General Meeting. In the event of the person appointed as Auditor being unwilling or unable to act, the Committee shall appoint a substitute.

6.4 No money or property of the Association or any gain arising from the carrying on of the Association shall be applied otherwise than for the benefit of the Association or for a benevolent or charitable purpose to be nominated at the Annual General Meeting.

## **7. General Meetings**

7.1 An Annual General Meeting shall be held at a date confirmed by the committee between 1<sup>st</sup> April and 30<sup>th</sup> June each year. No business (except the passing of accounts and the election of Officers, the appointment of the Auditor and any business that the Committee may order be inserted in the notice covering the meeting), shall be discussed at a general meeting unless notice thereof be given to the Honorary Secretary fourteen days prior to such meeting.

7.2 The Committee may at any time call a general meeting of the Association for any specific business. The discussion at such general meeting shall be confined to the business stated in the notice sent to members.

7.3 Thirty members (or if the total voting membership of the Association is less than 150, one fifth of the said total) may join together to summon or cause the Honorary Secretary to summon by notice as hereinafter mentioned a general meeting.

7.4 Meetings shall be chaired by the Commodore or such other person as shall be appointed by the Commodore.

7.5 The Honorary Secretary shall at least fourteen days clear before the date of the Annual General Meeting or any general meeting post or deliver to each member thereof notice and the business to be brought forward thereat.

7.6 At the Annual General Meeting or a general meeting of the Association each member shall have one vote or, in the case of joint membership, one of the joint members shall have one vote; others shall be entitled to attend such meetings but shall have no vote. In the case of an equality of votes the Chairman shall have a second or casting vote.

## **8. Limitations of Liability**

8.1 Members of the Association and their guests and visitors use the Association boats, moorings and other facilities provided by the Association entirely at their own risk and implicitly agree to, and accept, the following limitation of liability.

8.2 Every member of the Bavaria Owners' Association ("the Association") acknowledges that, neither the Association nor its officers shall be liable to any person for death or personal injury or for the loss of or damage to any vessel, equipment or other property arising out of any activities which the member may undertake or in which the member may be involved as a member of the Association, whether organised by the Association or otherwise, and indemnifies the Association against all and any costs, claims, demands and liabilities in respect of same.

8.3 Without prejudice to the generality of paragraph 1 of this standard indemnity, every member:

- (a) warrants the suitability of his or her vessel for any race or cruise or such race in which he/she may participate and certifies that such vessel complies with the safety regulations locally in force;
- (b) understands that the safety of such vessel and her entire management shall be his or her sole responsibility and that it is his or her responsibility to ensure that the vessel is fully found, thoroughly seaworthy and manned by a crew sufficient in number, capability and experience who are physically fit to face bad weather;
- (c) undertakes to have arranged adequate insurance cover to include cover against third party liability whilst racing or cruising of not less than £2 million (two million pounds sterling);
- (d) warrants that he or she is satisfied as to the soundness of the hull, spars, rigging, sails and all other gear and understands that it is his or her

responsibility to ensure that all safety equipment is properly maintained, stored and in date and the crew know where it is kept and how it is to be used;  
(e) understands that neither the establishment of these conditions, their use by race or cruise organisers nor any inspection of the vessel by and on behalf of the Association in any way limits his or her absolute responsibility.

8.4 Every member confirms that he or she considers that the terms of this standard indemnity are entirely fair and reasonable.

## **9. Winding Up**

9.1 In the event of winding up or dissolution of the Association, all assets shall be realised by the Committee. The monies received and any other specie shall be donated to the Royal National Lifeboat Institution.

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