

BAVARIA OWNERS' ASSOCIATION CONSTITUTION (Revised 14th May 2022)

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 vessels including joint owners manufactured by Bavaria Yachtbau or anyone with a strong interest in promoting or pursuing the objectives of the Association.
- 2.2 Temporary Membership for social and sporting activities is extended at no extra charge to members' crew AND occasional guests. temporary membership excludes any voting rights.
- 2.3 The annual membership subscription shall be fixed by the Annual General Meeting and becomes due on the date of joining and ON THE 1st day of April each year.
- 2.4 Any member retiring from the BOA shall notify the intention to a member of the committee before their next subscription payment becomes due.
- 2.5 Failure of payment of the annual subscription by any member will result in the immediate expulsion of the member. the expulsion of a member for any other reason will be the subject of a vote on a resolution to be undertaken by a select committee to expel a member shall only be carried if the select committee members, having examined the reasons for a member's expulsion, unanimously 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) encouraging sailing as a social event by the enjoyment of the company of members;
 - (ii) assisting in the improvement of sailing skills of members by exchange of knowledge relating to Bavaria Yachts, arranging presentations and the general sharing of expertise within the membership;
 - (iii) promoting and facilitating the sport of yachting;

4. Organisation

- 4.1 The Association shall be organised by a Committee of a minimum of five officers which shall be the Commodore, Honorary Treasurer, Rear Commodore, Webmaster and Honorary Secretary with each being appointed for a term of three years from appointment prior to submitting for re-election and up to two other Committee members all of which may hold such posts that may be shared or combined as the Committee decide (including the role of Membership Secretary). The Committee may co-opt members to fill vacancies on the Committee as required for the proper functioning of the association.
- 4.2 Candidates for election or re-election to any office shall be proposed and seconded at the Annual General Meeting.
- 4.3 The Association shall be affiliated to the Royal Yachting Association 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. Three shall form a quorum at such meetings. The Committee shall have power to hold meetings in camera. The Commodore and the Honorary 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. The Committee shall apply the funds of the Association in such manner as complies with rule 6.4 and shall make such byelaws, 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 twenty-one 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 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 appointments, alterations or additions or amendments then the same shall be deemed to be carried.

6. Finances

- 6.1 All cheques or other payments shall be payable to "THE BAVARIA OWNERS' ASSOCIATION". The financial year shall be from 1st April to 31st March. The bankers shall be at a UK bank selected by the treasurer and reported to the membership at the annual general meeting. Payments made by the Association shall be authorised by the Treasurer, Commodore or Honorary 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 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 twenty-one days prior to such meeting.
- 7.2 The Committee may at any time call a general meeting of the Association for any specific business, which may include amendments to this Constitution and the election of Officers. The discussion at such general meeting shall be confined to the business stated in the notice sent to members.

(7 General Meetings Cont'd)

7.3 Thirty members 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, Rear 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; others INVITED 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 ANY 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.