



Irish 29er Class Association Constitution

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Revision: Rev 1.0

Revision Notes

Revision	Description
draft	Initial document. Released for review and feedback to 35 sailors/parents who had registered their involvement/interest in the class
1.0	Updated draft and release – Inclusion of 2 sailors on the committee

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1 Title

The full name will be the Irish 29er Class Association (the Association).

2 Objective

The objects of the Association are:

- (1) To promote and further interests of the one-design 29er skiff.
- (2) To provide a medium for the exchange of information between 29er owners and sailors.
- (3) To promote and develop 29er Class sailing and racing and to actively promote the class with respect to potential feeder classes (RS Feva, Topper, Optimist, Laser)
- (4) To act as the National 29er Class Association for IRL for the purposes of the Constitution of the International 29er Committee;
- (5) To represent the interests of 29er Sailors / Association Members in Ireland in all sailing matters at both National and International level and to develop and maintain relationships at both UK Regional and International level with the International 29er Class Association, the RYA and Irish Sailing.
- (6) To Organise a competition programme at both National and Regional levels, and supporting and promoting active participation in competitions at International level.
- (7) To Encourage a high standard of sailing and racing, whilst upholding fair and sportsmanlike conduct both on and off the water.
- (8) To Inform members of Association activities and technical developments relating to the Class.
- (9) To Liaise regularly on all relevant class matters and ensure that class rules are maintained.
- (10) To Develop the skills of members sailing through training programs and other complimentary development programmes for sailors of all ages and racing levels, both at a National and Regional level.

3 Membership

3.1 Membership Subscriptions

- (a) The Association's subscription year will run from 1st October to 31st September
- (b) First-time sailors joining after 1st August will be credited with the following years subscription.
- (c) The level of subscriptions will be decided at the Annual General Meeting and should take into consideration that the purpose of fees is to cover the running costs of the association (with a comfortable margin) and not to amass large amounts of capital.
- (d) Only sailors who are fully paid up or have taken out temporary membership for an event will be deemed to be a *Member*.
- (e) Depending on the financial resources of the association, the association may waive the fees for any given year and membership will be award solely on completion of the membership form.

3.2 Membership Categories

- (a) **Full Individual Membership***
- (b) **Family Membership***– covers a family of sailors (full membership fee for the first sailors and 60% for all subsequent sailors)
- (c) **Temporary Membership** – as an individual who is a non-member, but who, on payment of a defined fee, may be granted membership to actively participate in either a racing or training event organised by the Association.
- (d) **Honorary Membership***- defined as any individual who, at the discretion of the Committee, is awarded Full Member Status for special service to the Association
- (e) **Stakeholder Members*** - Individuals elected to sit on the committee but who are not necessarily sailors (e.g. parents, sailing association representatives) and who not thereby pay a membership fee.

* denotes voting right

3.3 Membership Rights and Responsibilities

- 3.3.1 Where the Association is the organising authority, only Members (as defined in section (3.2, Membership Categories) will be permitted to race.
- 3.3.2 Voting rights will be limited to one vote for an Individual Member and one for each member of a Family Membership.
- 3.3.3 Members must abide by the 29er Class Association Code of Conduct.
- 3.3.4 Any member may resign their membership at any time by notifying the Committee in writing of their decision. In the event of a resignation, a refund of the subscription will not normally be possible.

3.4 Membership Suspension and Removal

- 3.4.1 A member, or individual of a National Class Association, may be suspended from membership by the Committee only after a hearing protecting his rights to due process including a mutual exchange of evidence prior to the hearing.
- 3.4.2 A member may be suspended for the following:
 - (a) Committing an unlawful act in relation to the Association or one of its members,
 - (b) For any unsportsmanlike conduct contrary to the interest of the members of the association
 - (c) For intentional violation of Class Rules.
- 3.4.3 A member shall not be entitled to any return of any or any part of his subscription in respect of any period for which he shall be suspended or removed from membership.

4 Officers of the Association (The Committee)

The management and administration of the Association and its affairs shall be vested in a Committee (the Committee) which shall have absolute discretion subject to any directions that may be given to them at a General Meeting of the Association or by the International Committee.

The Officers of the Association shall be comprised of a minimum of 4 members and a maximum of 10:

- (a) The Chairman
- (b) The Treasurer
- (c) The Secretary
- (d) The Welfare Officer
- (e) Irish Sailing Liaison Officer*
- (f) RYANI Liaison Officer*
- (g) The Safety Officer*
- (h) The Media Officer*
- (i) Sailing Events Officer*
- (j) International Class Representative*
- (k) 2 Sailor's Representatives

* Any of these positions may be assumed as a secondary role by one of the other unmarked officers

Note - the two sailors on the committee represent input from the greater sailing community. They are invited at the discretion of the chairman and are present to represent the interests of the sailors in all subjects directly related to sailing and will have a vote in such matters. As they may not be of legal age, they may only be present during at specific points in the meeting relating to sailing and as such, any meetings should be structured appropriately to accommodate this.

- 4.1.1 The Officers of the Association shall be elected each year at the AGM. Proxy voting forms are available for those who cannot attend the AGM and must be submitted 48 hours in advance.
- 4.1.2 Nominations for each position must be proposed and seconded by members categories and such nominations must include agreement from the nominee that they are prepared to serve.
- 4.1.3 If a vacancy arises between one AGM and the next, the Committee may seek to fill that vacancy from within its own elected membership, or if they are unable to so fill the vacancy, they may also co-opt a replacement Officer as required.
- 4.1.4 An officer must be at least 16 years of age.
- 4.1.5 Committee Meetings shall be held as deemed necessary by the chairman
- 4.1.6 The quorum at any meeting shall be 4 members of the committee

5 Financial Management

- 5.1.1 The Association will be funded through subscriptions, surplus income from events, donations and any other revenue negotiated by the Committee.
- 5.1.2 The Treasurer will ensure that true records of income and expenditure are maintained along with receipts and updated on a quarterly basis.
- 5.1.3 An Annual Financial Statement of Accounts will be prepared for the 12 months from 1st October to 31st September and presented to the members at the AGM for approval.

6 General Meetings

The Annual General Meeting of the Association shall be held at such venue, at such time on such date between 1st September and 31st September in each year as the Committee may determine. The date of the meeting shall be announced at least four weeks in advance.

- 6.1.1 An Exceptional General Meeting of the Association shall be held at such venue, at such time and on such date as the Chair of the Committee, shall determine within

- 60 days of the Secretary receiving a demand in writing stating the business to be transacted and signed by not less than 8 members.
- 6.1.2 At least 28 days notice in writing of any General Meeting shall be given by the Secretary to each member of the Association, such notice is to set out the business to be transacted at that meeting.
- 6.1.3 The Chair of the Committee or in his absence, an appointee, shall preside at any General Meeting.
- 6.1.4 The business to be considered or transacted at an Annual General Meeting shall include:
- (1) the annual report of the Chair of the National Committee;
 - (2) the accounts of the Association for the preceding financial year;
 - (3) the election of committee members
 - (4) any proposal of the National Committee or of the International Committee;
 - (5) any proposal by a member notified to the Secretary not less than 56 days before the meeting.
- 6.1.5 Unless otherwise provided for in this Constitution, voting at any General Meeting shall be by show of hands, a simple majority of those voting being required or by proxy vote via email to the secretary.

7 Changes to the constitution

- 7.1.1 Any member may propose changes to the constitution. Details of the proposed changes, along with the name of a seconder (also a member) must be given to

the Secretary in writing at least one month before the AGM, or EGM if called for that purpose.

- 7.1.2 An EGM may only be called by a quorum of the committee with or by the general membership, with 8 membership signatories.
- 7.1.3 A change may only be passed if two thirds the votes are in favour of the resolution.
- 7.1.4 Electronic voting is accepted. Electronic votes (in the form of email) are sent to the secretary who will acknowledge receipt of the vote. It is up to the voter to ensure successful receipt.
- 7.1.5 All approved Resolutions shall be published on the Class Website alongside the Constitution, detailing the date on which the resolution was approved at the earliest reasonable opportunity of the Resolution being approved.

8 Class Rules

- 8.1.1 The 29er (including the 29erXX and any other rig variation) is a 'One Design Class' designed by Julian Bethwaite and made by licensed builders from official moulds.
- 8.1.2 The Class Rules are those approved and published by the International Association, but these may be amended or "interpreted" for IRL application, as long as:
 - (a) they do not threaten the spirit of the 'One Design' principle; and
 - (b) reasonable notice is provided by the committee to allow members to apply the changes prior to the event at which they become effective.Note: An assumption that members will have identified any changes on the UK or International web site will not be regarded as reasonable notice.
 - (c) Reasonable notice will have been deemed to have been provided by emailing members of the class who have provided a valid email address at least 14 days prior to any event at which they become effective or by inclusion within the Sailing Instructions (SI's) for that event provided such SI's are published at least 14 days prior to that event.
- 8.1.3 The Association will support the International Association in maintaining the one design character of the 29er (including the 29erXX and any other rig variation) and will report to the International Association, any matter which may appear to violate or threaten the spirit of the Class Rules.
- 8.1.4 The role of the Class Measurer appointed by the Committee is to:
 - (a) Advise on any technical matters relevant to the Class.

- (b) Ensure that the one design control of the Class is properly exercised by the builders and suppliers in accordance with the Manufacturing Specifications and Handbook.
 - (c) Investigate any query by a member or boat owner regarding the one design or specification of the boat, and to report to the Committee on the outcome.
 - (d) Consult with the builders on any development of the boat or equipment deemed to be desirable as a result of sailing experience.
 - (e) Ensure that boats used in major championships and regattas comply with the Class Rules.
- 8.1.5 Any changes to the Class Rules affecting the manufacturing of the 29er may only be approved after consultation with and agreement of the builder.

9 Limitations and other requirements

9.1 Limitations

- 9.1.1 In the execution of their responsibilities under this constitution, Committee members will not be liable for any loss to members or former members or to the assets of the Association, by reason of any mistake or omission made in good faith by them or any other officer or member of the Committee or for any other matter other than willful and individual wrongdoing, omission or fraud on the part of the person who is sought to be made liable.
- 9.1.2 The Association itself may not run any form of sailing event or training scheme. All organized events must be undertaken and run by certified bodies (RYANI/Irish sailing) or certified clubs. Under no circumstances must the Association be a conduit for the organization of such events including but not limited to, the selection of coaches and the handling/transfer of money. It may recommend coaches and advertise events and individuals may offer their services as part of the running of the event, but not as representatives of the Association.
- 9.1.3 This constitution may only be amended at an AGM /EGM.
- 9.1.4 The association may not borrow money, arrange for any form of credit facility, or utilize a bank account with an overdraft facility.

9.2 Requirements

- 9.2.1 The Association may be dissolved by a resolution passed by a two-thirds majority of those voting Members present at an Exceptional General Meeting convened for this purpose. The resolution may include proposals for the disposal of any assets held by or in the name of the Association, following the satisfaction of all debts and liabilities. Such assets will not be paid to or distributed among the members, but given or transferred to such other charitable organisations or institutions having objects similar to some or all of those of the Association, as the members may determine.
- 9.2.2 The Association will ensure that adequate insurance cover is provided for public liability.

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