

**MEMORANDUM and  
ARTICLES of ASSOCIATION**

**DISABLED SAILING ASSOCIATION (DSA)**

*DSA Office address:*

Morden House  
Warren Road  
Torquay  
Devon  
TQ2 5TU

*Telephone:* 01803 408886

[www.disabledsailingassociation.org.uk](http://www.disabledsailingassociation.org.uk)

Charity Number: 1113330





## **POLICY STATEMENT**

This Policy Statement sets out the aims and objectives of the DSA, and the principle arrangements in place to manage those aims and objectives. The DSA is overseen by a Board of Directors comprising of at least fifty percent of people with a disability. The DSA is managed by a Board of Trustees (the Management Committee) comprising of minimum seven members at least 50% of whom are people with a disability. The Management Committee is elected by disabled members at Annual General Meetings. The DSA was formed in 2005. Its purpose is to provide people with a disability, their families and carers with the opportunity to experience safe and affordable yacht sailing. The organisation is run by volunteers and is entirely supported through charitable donations and sponsorship. The DSA is affiliated to the Royal Yachting Association (RYA) and holds RYA Sail-ability Foundation status. The DSA is registered in accordance with the requirements of the Charities Act, number 1113330. The DSA is a registered Company limited by Guarantee number 5597332.

The following principles apply to the operation of the DSA's vessels:

- Yachts will be crewed by a competent skipper and assisted by at least one other person with sufficient experience to act as 'competent crew'.
- Two yachts are berthed at Torquay Town Dock. There is good access for members to embark and disembark the yachts.
- Members will join/leave the yachts under supervision at Torquay, or other suitable location.
- The yachts are fully equipped with safety equipment. They undergo regular safety checks by the Royal National Lifeboat Institution (RNLI) in accordance with their Sea Safety Code of Practice.
- Regular safety inspections of the yachts take place and are documented. Appropriate remedial action is taken for all defects found. A maintenance programme exists for each yacht.
- Sufficient Lifejackets and wet weather gear are provided on board for crew and members. Crew and members shall wear lifejackets at all times during sailing.
- The vessels are sailed by qualified and/or experienced crew, supplemented by persons with sailing experience who are working towards an appropriate level of competence.
- The DSA is committed to encouraging and maintaining a high level of competence for its skippers and crew, and as such has adopted the principles contained within the RYA Sail Cruising Training and Competence scheme. The DSA is prepared to commit financial resources for training and formal qualification for its volunteer crew when appropriate funds are available.
- Health and safety is a priority for members and crew. Risk Assessments have been compiled and will be reviewed annually unless an occurrence necessitates a more immediate review.
- A safety briefing is provided on board to all members prior to sailing.
- The DSA requires all volunteers to undergo Disability Awareness training. All volunteers are required to hold a current Disclosure and Barring Service (DBS) certificate renewable every three years.
- The DSA is committed to the principles set out in current legislation concerning the safeguarding of children and vulnerable adults, disability discrimination and equal opportunities. Policy Statements are provided to all volunteers as part of their induction, by email where possible.
- The DSA operates a non smoking policy aboard all its vessels.



## **POLICY AND PROCEDURES FOR NEW SKIPPERS**

All skippers and crew will be given, by email where possible, a policy and procedures manual as part of their induction.

All skippers and crew should hold a DBS certificate and be willing to undergo Disability Awareness Training.

### **Recruitment**

New volunteers regardless of qualifications and experience will undergo the following:

- A phone assessment and personal interview aboard one of the vessels by the Chairman or his designated representative
- Complete the DSA induction scheme
- Sail on the vessel as a potential crew member with disabled people aboard
- After assessment, if agreed by all parties, the volunteer will progress through the DSA training scheme to trainee crew, competent crew, and if qualified to Skipper.

### **Skippers**

The general rule for those undertaking skipper responsibilities is that they shall be qualified to at least RYA Day Skipper and have sufficient and relevant experience (two years) in this activity or have at least five years experience skippering yachts and are working towards achieving the RYA Day Skipper certificate or hold an RYA accepted International skipper's qualification.

All potential skippers will be expected to act as crew to familiarise themselves with the yachts. An assessment will be made of their ability to handle a yacht, manage a crew and relate to disabled members. During this period a potential skipper will be asked to take responsibility for the yacht with a senior skipper aboard until he/she, in consultation with the Chairman or designated person, assesses that the new skipper is competent to handle the yacht, manage the crew and relate to the members.

### **Crew**

The general rule for a potential crew member is that they will be assessed by the Chairman or designated person on their knowledge and experience of sailing before being accepted by the DSA. Once accepted they will always be supported by an experienced skipper and competent crew. Briefing will be given prior to sailing to avoid confusion regarding terminology and duties of the new crew member. During their period of training they will be expected to keep a log signed by the skipper detailing their experience, knowledge and hours of sailing.

### **Training**

Where the DSA has funded a skipper or crew member for formal RYA qualifications, it may require a 2 year undertaking to be signed committing that person to 24 sailings or relevant volunteering for DSA for the duration of that contract. Breach of this contract may require the signatory to refund part or all of the costs at the discretion of the Management Committee.



## **DISABILITY AWARENESS STATEMENT**

The DSA has considered the principles contained in current legislation relating to disability discrimination. Policy statements have been compiled on the DSA's commitment to equal opportunities and the safeguarding of children and vulnerable adults. The DSA wishes to demonstrate that, in its commitment to provide sailing opportunities for people with a disability, it has considered and implemented various arrangements. These include volunteer training, provision of access to vessels and the fitting of supplementary fixtures to assist mobility.

The DSA volunteer selection process ensures that only those persons with the required attributes to work with people with disabilities are chosen. In addition, volunteers undergo Disability Awareness training, and are trained in the various methods of embarking/disembarking DSA vessels. Disabled members are encouraged to inform the DSA, prior to sailing, of their disabilities and any relevant medical needs/ support whilst on board. This information will only be used to ensure that all appropriate arrangements are in place for their sailing opportunity. Members entrust the DSA with confidential information such as disability and medication. The DSA undertakes to respect their trust and will maintain confidentiality. The DSA appreciates any comments and suggestions from members, carers and guests to help improve the sailing experience.

## **EQUAL OPPORTUNITIES STATEMENT**

The DSA wishes to maintain a culture where people of all backgrounds and experience feel appreciated and valued. It is totally committed to maintaining equality for its members and crew who will be treated fairly and without discrimination. Discrimination on the grounds of race, nationality, ethnic or national origin, religion or belief, gender, marital status, sexuality, disability, age, or any other unjustifiable criterion will not be tolerated.

The DSA is opposed to all forms of unlawful and unfair discrimination including harassment of any kind. The DSA will take appropriate action wherever instances of discrimination and harassment occur. The DSA requires all its volunteers to behave in ways that promote equality. This applies to the way they behave to members, other volunteers and members of the public.

## **SAFEGUARDING AND CHILD PROTECTION POLICY STATEMENT**

As defined in the Children Act 1989, for the purposes of this policy anyone under the age of 18 should be considered as a child. The policy also applies to vulnerable adults.

**It is the policy of the DSA to safeguard children and young people taking part in boating from physical, sexual or emotional harm. The DSA will take all reasonable steps to ensure that, through appropriate procedures and training, children participating in DSA activities do so in a safe environment. We recognise that the safety and welfare of the child is paramount and that all children, irrespective of sex, age, disability, race, religion or belief, sexual identity or social status, have a right to protection from abuse.**

The DSA actively seeks to:

- Create a safe and welcoming environment, both on and off the water, where children can have fun and develop their skills and confidence.
- Support and encourage recognised training centres, affiliated clubs and class associations to implement similar policies.
- Recognise that safeguarding children is the responsibility of everyone, not just those who work with children.



- Ensure that RYA-organised training and events are run to the highest possible safety standards.
- Be prepared to review its ways of working to incorporate best practice.

We will:

- Treat all children with respect and celebrate their achievements.
- Carefully recruit and select all employees, contractors and volunteers.
- Respond swiftly and appropriately to all complaints and concerns about poor practice or suspected or actual child abuse.

This policy relates to all employees, contractors and volunteers who work with children or vulnerable adults in the course of their DSA duties. It will be kept under periodic review. All relevant concerns, allegations, complaints and their outcome should be notified to the DSA Welfare Officer.

## **DSA Safeguarding Policy and Procedures**

### **Policy Statement**

It is the policy of DSA to safeguard children, young and vulnerable people taking part in boating from physical, sexual or emotional harm. The DSA will take all reasonable steps to ensure that, through appropriate procedures and training, children participating in Club activities do so in a safe environment. We recognise that the safety and welfare of the child is paramount and that all children, irrespective of sex, age, disability, race, religion or belief, sexual identity or social status, have a right to protection from abuse. For the purposes of this policy anyone under the age of 18 should be considered as a child. All members of the Club should be aware of the policy.

### **DSA Welfare Officer**

The DSA Welfare Officer is: **Nicholas James 0777 880 8830** - [njamesphoto@aol.com](mailto:njamesphoto@aol.com)

### **Staff and Volunteers**

The DSA's staff and volunteers must all have up to date Disclosure and Barring Services certificates.

### **Good Practice**

All members of the DSA must follow the good practice guidelines and agree to abide by the DSA Code of Conduct. Those working or volunteering with children and vulnerable people should be aware of the guidance on recognising abuse. The DSA will seek written consent from the child and their parents/carers before taking photos or video at an event or training session or publishing such images. Parents and spectators should be prepared to identify themselves if requested and state their purpose for photography/filming. If the DSA publishes images of children, no identifying information other than names will be included. Any concerns about inappropriate or intrusive photography or the inappropriate use of images should be reported to the DSA Welfare Officer.



## Concerns

Anyone who is concerned about a young or vulnerable member's or participant's welfare, either outside the sport or within the DSA, should inform the DSA Welfare Officer immediately, in strict confidence. The DSA Welfare Officer will follow the DSA procedures. Any member of the DSA failing to comply with the Safeguarding policy and any relevant Codes of Conduct may be subject to disciplinary action under DSA Rules.

## RYA designated person

The RYA's Safeguarding and Equality Manager is Jackie Reid, tel. 023 8060 4104, e-mail [jackie.reid@rya.org.uk](mailto:jackie.reid@rya.org.uk)

If Jackie Reid is unavailable and the matter is urgent, contact Jackie Bennetts, RYA Club Support Advisor, tel. 023 8060 4199, e-mail [jackie.bennetts@rya.org.uk](mailto:jackie.bennetts@rya.org.uk)

## INFORMATION and Useful Contacts

**NSPCC Helpline** - 0808 800 5000 - E-mail: [help@nspcc.org.uk](mailto:help@nspcc.org.uk) - Website: [www.nspcc.org.uk](http://www.nspcc.org.uk)

**Childline** - 0800 1111 - Website: [www.childline.org.uk](http://www.childline.org.uk)

## Social Care Services

Your local phone book or the website for your County Council or unitary local authority will list numbers for the Children and Families Services, generally with separate numbers for Children's Social Care and for the Emergency Duty Team (out of hours service).

## Royal Yachting Association

Jackie Reid, Safeguarding and Equality Manager  
RYA House, Ensign Way, Hamble, Southampton, SO31 4YA - Tel: 023 8060 4104  
E-mail: [jackie.reid@rya.org.uk](mailto:jackie.reid@rya.org.uk) - Website: [www.rya.org.uk/go/safeguarding](http://www.rya.org.uk/go/safeguarding)  
Community text phone (for people with a hearing impairment): 07823 559018

## Child Protection in Sport Unit (CPSU) England

Tel: 0116 234 7278 - E-mail: [cpsu@nspcc.org.uk](mailto:cpsu@nspcc.org.uk) - Website: [www.thecpsu.org.uk](http://www.thecpsu.org.uk)

## Disclosure and Barring Service (DBS - formerly CRB) – RYA is Registered Body

Website: [www.homeoffice.gov.uk/government/organisations/disclosure-and-barring-service](http://www.homeoffice.gov.uk/government/organisations/disclosure-and-barring-service)

**Sportscoach UK – provide Safeguarding and Protecting Children training** Website: [www.sportscoachuk.org](http://www.sportscoachuk.org)



## Code of Conduct

“Kindness is a language the deaf can hear and the blind can see.”

The DSA is a voluntary organisation which exists for the good of all of its members, with the objective of promoting their participation in, and enjoyment of, its chosen sport(s). The DSA's overriding concern in pursuing its objective is for the safety and well being of its members. The DSA expects that its members conduct themselves in accordance with its aims; with respect and regard at all times for the DSA, its members, its aims and reputation. In particular:

Members must behave civilly and respectfully to other members at all times. Unacceptable behaviour includes but is not limited to, inappropriate language, coercion, deceptive manipulation, bullying, discrimination, and sexual harassment.

Members must show due regard for safety while at sea, whether this be their own safety or that of others on board.

Members shall have due regard for, and follow without dispute, all instructions whilst on board a DSA boat from its skipper. Insubordination, disobedience or obstinate indifference to the consequences of one's acts or inaction shall be cause for immediate termination.

Members may not be under the influence of alcohol or other drugs which might impair normal, acceptable behaviour when on board the DSA's boats.

Members entrusted with executing the affairs of the DSA, or representing the DSA in any capacity, must operate with integrity and honesty and with due regard for the best interests and reputation of the DSA.

The DSA has a strict no smoking policy.

Any breach of this Code of Conduct shall be considered by the Management Committee, and may be cause for disciplinary action, suspension or termination of membership.

Decisions made by the Management Committee in the interests of all of the DSA's members are final and must be abided by all.

In the event of any act of gross misconduct membership may be terminated without warning and without notice.

The following, without limitation or prejudice, shall be considered to be gross misconduct and may result in termination:

- Insubordination, disobedience, and/or obstinate indifference to the consequences of one's acts or inaction while on or in attendance of a DSA boat
- Any disregard for the safety of a member or members and / or a DSA boat while going to sea, at sea, or returning from sea, including for the duration of trips exceeding one day
- Incompetence or negligence while in charge so as to prejudice seriously members' safety or the DSA's reputation
- Operating under the influence of alcohol or non-medically prescribed drugs
- Subjecting members to discrimination



- Sexual harassment
- Bullying, assaulting or physically threatening another member, or fighting
- Stealing or misappropriation of the DSA's property, or the removal without authorisation or misuse of the DSA's property, or any act of wilful damage to the DSA's property
- Falsification of records, including accounts or other DSA documents
- Bribery
- Any act likely to bring the DSA into disrepute.

### **DSA Grievance and Complaints Procedure**

The aim of the DSA is to ensure that everyone can participate as well as they are able in the activities of the DSA and feel that they will be listened to should they believe that there is a problem.

Section 10.5 of the DSA's Articles of Association provide for a Grievance and Complaints procedure.

The first stage of the Grievance and Complaints procedure is that you make an initial approach by telephone or in person to the Chairman. Should you be dissatisfied or feel that your complaint should be taken up by the Management Committee you should write formally to the Management Committee. Your letter should be sent to the Secretary and you will receive an acknowledgement within seven days of receipt of your formal complaint.

Your complaint will be tabled at the next Management Committee meeting and discussed. If the matter is straightforward and the Management Committee can make a decision at the meeting, it will do so and advise you in writing of that decision within fourteen days of the meeting. If the Management Committee considers that it should conduct an investigation, research the matter further, gather further information and/or take external advice, or otherwise dedicate more time to the matter it will advise you in writing within fourteen days of that determination. On completion of any investigation or decision of the Management Committee you will be advised in writing of the outcome and where relevant of the reasons. Should you be dissatisfied with the Management Committee's decision you may appeal in writing within seven days of receipt of the decision to the Board of Directors. The Directors will review the matter and inform you in writing of their decision. Their decision is final.

### **DSA Disciplinary Procedure**

The DSA requires good standards of behaviour. The DSA's Articles of Association provide for the Management Committee to set out the behaviours and behavioural parameters expected by the DSA of its Full members, Associate members, Social members, other members and guests. These are summarised in the DSA's Code of Conduct. This disciplinary procedure applies to any misconduct or failure to meet standards of conduct or behaviour. The DSA aims to ensure that when disciplinary proceedings are necessary, they are fairly and impartially conducted. Full members, Associate members, Social members, other members and guests are required to familiarise themselves with DSA's rules, procedures, policies and practices and the behaviour and conduct expected of them.

Where a disciplinary matter arises, the Chairman will either investigate the matter or appoint an investigating officer to gather the facts. These facts will then be put to the Management Committee for discussion and a decision on action to be taken, if any. The individual(s) may be



invited to the meeting, and may bring a friend, to make a representation to the Management Committee if they wish to do so.

Where the Management Committee concludes that disciplinary action is required in respect of misconduct they may take the following actions:

- a verbal warning from the Chairman
- a written warning from the Chairman
- suspension of the individual(s).

Where the Management Committee concludes that disciplinary action is required in respect of gross misconduct they may take the following actions:

- Suspend the individual(s) without notice pending discussion by the management committee
- Summarily terminate membership under section 3.9 of the Articles of Association.

The Management Committee's decision will be advised to the individual(s) in writing and is final. There is no appeal.



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE DISABLED SAILING ASSOCIATION LTD

**NAME**

1. The name of the Company (hereinafter called “the Association”) is the Disabled Sailing Association Ltd.

**REGISTERED OFFICE**

2. The Registered Office of the Association will be situated in England.

**OBJECT**

3. The object for which the Association is established is to relieve disabled people in particular by the provision of recreational sailing.

**POWERS**

4. The Association shall have the following powers exercisable in furtherance of its said object but not otherwise, namely
  - a. To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
  - b. To sell, let or mortgage, settle, dispose of or turn to account all or any of the property or assets of the Association.
  - c. To borrow or raise money for the object of the Association on such terms and on such security as may be thought fit.
  - d. To take and accept any gift of money, property or other assets whether subject to any special trust or not for the object of the Association.
  - e. To issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise, provided that the Association shall not undertake any permanent trading activities in raising funds for the said object.
  - f. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to grant bank accounts.
  - g. To invest monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.



- h. To make any donations in cash or assets or establish or support or aid in the establishment or support of a guarantee, constitute or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Association or calculated to further its object.
- i. To settle and/or administer charitable trusts.
- j. To engage and pay any person or persons whether on a full-time or part—time basis or whether as consultant or employee to supervise, organise, carry on the work of or advise the Association. No member of the Management Committee shall be employed by the Association.
- k. Subject to the provision of Clause 5 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of staff employees or former employees of the Association and their husbands, wives and other dependent's.
- l. To amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Association.
- m. To pay out of funds of the Association the costs, charges and expenses of and incidental to the formulation and registration of the Association.
- n. To initiate, support and co-operate with others in proposals and activities calculated to assist in the promotion of the Association's object.
- o. To collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and to accept and receive gifts of property of any description for or towards the object of the Association.
- p. To encourage where appropriate, the enforcement of all statutory enactments, regulations and instruments of guidance concerned with or relating to people with a disability.
- q. To do all such lawful things as will further or are conducive and/or incidental to the attainment of the object of the Association.

## **INCOME**

- 5. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Association, provided that nothing therein shall prevent any payment in good faith by the Association.
  - a. Any member of the Management Committee engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by his co-member/s to act in that capacity on behalf of the Association. This shall include reasonable out-of-pocket expenses incurred in carrying out the duties of any members, officers or servants of the Association.
  - b. The Management Committee may pay interest on money lent by any member of the Association at a rate per annum not exceeding 2% less than the current base rate of the Association's bankers or 3% per annum, whichever is the greater.



- c. The Management Committee may reimburse any member of the Association in respect of reasonable and proper rent for premises let or made available by any member of the Association.
- d. A Director may receive a benefit from the Association in the capacity of a beneficiary of the Association.

### **CONFLICT OF INTEREST**

6. The Association and its Directors may only rely upon the authority provided by sub-clause 5(d) if each of the following conditions is satisfied:
  - (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
  - (ii) The Director is absent from the part of any meeting at which there is discussion of:
    - his or her employment or remuneration, or any matter concerning the contract; or
    - his or her performance in the employment, or his or her performance of the contract; or
    - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(d); or
    - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(d).
  - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - (iv) The other Directors are satisfied that it is in the interests of the Association to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
  - (v) The reason for their decision is recorded by the Directors in the minute book.
  - (vi) A majority of the Directors then in office have received no such payments.

### **LIABILITY**

7. The liability of the members is limited to the extent that every member of the Association who is entitled to vote at General Meetings of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while such member is a member, or within one year after such member ceases to be a member, for payment of the debts and liabilities of the Association contracted before such member ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the contributions among themselves, such amount as may be required not exceeding £1.00 (one Pound).

### **DISSOLUTION**



8. The dissolution of the Association may only be effected by Special Resolution. If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given to some other organisation or organisations having objects similar to the object of the Association and which further and develop physical recreation and sport for disabled people and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof. Such organisation or organisations are to be determined by members of the Association at or before the time of dissolution and if effect cannot be given to such provisions then the gift shall be made to a charitable object as may be approved by the Charity Commissioners for England and Wales.

DISABLED SAILING ASSOCIATION LTD  
MEMORANDUM OF ASSOCIATION

David Musgrove  
Morden House  
Warren Road  
Torquay  
Devon  
TQ2 5TU

  
Date 22.9.05

Christine Davies  
Home Orchard  
Brim Hill  
Maidencombe  
Torquay  
Devon  
TQ1 4TR

  
Date 22.9.05

Roger Stringer JP  
Roselands  
Ashleigh Close  
Barton  
Torquay  
Devon  
TQ2 8HP

 JP.  
WITNESS  
Date 22/9/05

THE COMPANIES ACT 1985 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE DISABLED SAILING ASSOCIATION LTD

**1.0 - GENERAL**

1.1 In these Articles the words standing on the left of the page shall bear the meaning set opposite to them respectively if not inconsistent with the subject or context:

Word Meaning	The Companies Act 1985. References to specific sections under the Act are to those sections, and as subsequently amended.
The Memorandum	The Memorandum of Association of the Association.
These Articles	These Articles of Association.
The Office	The registered office of the Association.
The Statutes	The Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.
Sports	Activities in which participation is typically motivated by a que recreation, rehabilitation, personal challenge and for interpe

	competition the outcome of which is primarily determined by physical s
Disabled	Pertaining only to persons having one or more mental, physical or sensory disabilities.
Register	The Register of members.
Management Committee	The elected managing committee of the Association.
Directors	The Board of Directors of the Association who have the power of veto over the Management Committee in respect of decisions that may breach the objects, safety, financial or legal obligations of the Association.
Full members	Disabled individuals who have paid their annual subscription.
Associate members	Non-disabled individuals who have paid their annual Subscription and who have no voting rights in respect of policy matters or the election of management.
Social members	Individuals who have paid an annual subscription but have no voting rights.
Month	Calendar month.
In Writing	<p>Written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in an accessible format.</p> <p>1.2 Words imparting the singular number also shall include plural number and vice versa. Words imparting the masculine gender also shall include the feminine gender. Words imparting persons shall include individuals, clubs, associations and other organisations whether incorporated or unincorporated.</p> <p>1.3 Subject to the above, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings.</p> <p>1.4 The Directors of the Association shall be the Trustees.</p>

## **2.0 - OBJECTS**

The Association is established for the purposes expressed in the Memorandum of Association.

## **3.0 - MEMBERSHIP**

3.1 For the purpose of registration, the number of members of the Association is declared to be unlimited.

3.2 The membership of the Association shall consist of:-

- a. **Full members:** Any individual with a disability is eligible to apply for Full membership of the Association and (on approval of the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. A Full member shall be entitled to attend, speak and vote at General Meetings of the Association. Before taking part in sporting activities, Full members may be asked by the Safety Officer for the Association to produce a



medical certificate as evidence of fitness to participate. The decision of the Safety Officer as to the need for a medical certificate and as to the fitness of that Full member shall be final.

- b. **Associate members:** Any individual ineligible for Full membership yet who has an active interest in sailing, sport and/or physical recreation for disabled people is eligible to apply for Associate membership of the Association and (on approval of the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. An Associate member shall be entitled to attend and speak at General Meetings of the Association. At the agreement of the Full members present they may vote at General Meetings. The number of Associate members shall not exceed at any time the number of Full members.
  - c. **Social members:** Any individual ineligible for Full membership yet who has an interest in supporting sailing, sport and/or physical recreation for disabled people is eligible to apply for Social membership of the Association and (on approval of the application) shall pay such subscriptions and enjoy such rights and privileges as the Management Committee shall from time to time determine. Social members may attend and, at the agreement of the Full members present, may speak at but not vote at General Meetings.
  - d. **Clubs:** Those clubs providing physical recreation and sport opportunities for disabled people are eligible to apply for membership of the Association and (on approval of their application) shall pay such subscriptions as the Management Committee shall determine. Their nominated representative shall be entitled to attend, speak and submit a single vote per resolution at General Meetings of the Association.
  - e. **Schools, Colleges and Adult Training Centres and similar bodies:** Those Schools, Colleges or Adult Training Centres recognised by the Management Committee as promoting, providing and co-coordinating participation by disabled people in sport and/or physical recreation are eligible to apply for membership of the Association and (on approval of their application) shall pay such subscriptions as the Management Committee shall determine. Their nominated representative shall be entitled to attend, speak and submit a single vote per resolution at General Meetings of the Association.
- 3.3 Where there is any doubt as to whether a person is eligible to become a Full, Associate, Social or other member, the decision of the Management Committee shall be final.
  - 3.4 The first members shall be the Directors which at the date of incorporation are Mr. David Musgrove and Mrs. Christine A Davies. The first Management Committee of the Association will be co-opted by the Directors until the first Annual General Meeting when a Management Committee will be elected by the members. The Association shall be known as the Disabled Sailing Association Ltd.
  - 3.5 Application for membership shall be made in writing in such form as the Management Committee may from time to time determine and shall be accompanied where appropriate by a copy of the applicant's Constitution/Memorandum and Articles and such other documents and information as may be required. The Management Committee may refuse any application for membership without giving reasons for such refusal. Appeals on such decisions may be made to the Directors whose decision is final.



- 3.6 The provisions of section 352 of the Act or any statutory modification or re-enactment thereof shall be observed by the Association and every member of the Association and every member of the Association (not having subscribed to the Memorandum and Articles of the Association) shall comply with such membership application procedures and formalities, if any, as the Association in General Meeting may from time to time determine and as provided by these Articles.
- 3.7 Each member, on agreeing to become a member of the Association, shall be Permitted, where relevant, to determine or retain its own Constitution/Memorandum and Articles provided that it shall not conflict in any respect with this Memorandum or these Articles.
- 3.8 Each member, on agreeing to become a member of the Association, shall be deemed to have agreed to be bound by the Memorandum and these Articles, whether or not a written statement shall have been signed to that effect. The Memorandum and these Articles are available on the Association's website, or can be requested from the Head Office of the Association.
- 3.9 Any refusal or neglect by any member to comply with the Memorandum of Association or these Articles or any failure to abide by the terms of any agreement or assessment or other provision relating to members or the provision of facilities entered into by the Association or the commission or omission of any act or other conduct considered by the Management Committee in its discretion to be detrimental or prejudicial to the interests of the Association shall render the member concerned liable to suspension. This may lead to expulsion from the Association on the passing of a resolution to that effect by the Management Committee without reference to the membership.
- 3.10 A Register of members shall be maintained by the Secretary of all Full, Associate, Social and other members together with details relating to the President, Vice President(s) and any Patrons. Every member shall advise the Secretary of the name and address to whom all communications are to be sent. Incorporated or institutional members (Clubs etc) are to provide the name and address of their Secretary or representative to whom all communications are to be sent and shall keep the Association's Secretary advised of any changes in the name and/or address of such representative.

#### **4.0 – SUBSCRIPTIONS**

**4.1** - Each member shall pay an annual subscription towards the expenses of the Association, the scale and rate to be agreed by the Association at each Annual General Meeting and published on or before 31st March each year. In appropriate cases of hardship, the subscription may be remitted in whole or in part, or waived, at the discretion of the Chairman.

**4.2** - A member whose subscription is more than three months overdue, shall normally be liable to removal from membership provided that it shall be at the discretion of the Management Committee to restore the member's name and membership rights on payment of the arrears due.

**4.3** - A member may resign as a member on giving written notice of intention so to do to the Association before the Annual General Meeting and the Association may accept such resignation on payment of all subscriptions and fees, if any, then owing to the Association.

#### **5.0 - DIRECTORS, OFFICERS AND HONORARY MEMBERS**

**5.1** - Directors are appointed following the resignation or removal of an existing Director. The



appointment of a new Director can only be made by a Special Resolution passed at a General Meeting of the Association. The removal of a Director can only be made by a Special Resolution passed at a General Meeting of the Association. The appointment or removal from office of a Director can only be determined by the valid signature of the Company Secretary or an authorized Director. The Directors have the right to attend, speak at and receive the minutes of Management Committee meetings. Directors are eligible to be elected as Management Committee members. Of the Directors fifty percent must be Full members of the Association. The names of the Directors will be registered at Companies House and the Charity Commission (where they will be termed Trustees). Trustees also include the Officers of the Management Committee.

**5.2** - The Company Secretary may be appointed from among the Directors or if under special resolution of the members may be an appointment from the membership.

**5.3** - Upon the approval of the Directors and the recommendation of the Management Committee, the members in a General Meeting shall have power to invite people to become Honorary members. Positions of Patron, Vice-Patron, President and Vice-President may also be nominated and, on approval, be appointed for a period not exceeding three years and be eligible for re-appointment.

**5.4** - All such Honorary members shall be entitled to attend and speak but not vote at Annual General Meetings and shall not be required to pay any subscriptions. All such members may attend and speak at meetings of the Management Committee if so invited by or on behalf of the Management Committee.

**5.5** - The Officers of the Association shall be a Chair, Treasurer and Secretary. The Chair shall be elected by the members at an Annual General Meeting and shall hold office to the end of the Annual General Meeting at which his successor is appointed.

**5.6** - In the event of a casual vacancy in respect of any Officer, the Management Committee may appoint another eligible person to act for an appropriate period but not beyond the next Annual General Meeting.

## **6.0 - GENERAL MEETINGS**

**6.1** - The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Management Committee and shall specify the meeting as such in the notice calling it provided that every Annual General Meeting, except the first, shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and so long as the Association holds its first Annual General Meeting not more than eighteen months after its incorporation or in the following calendar year.

**6.2** - All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

**6.3** - The Management Committee may, whenever it thinks fit, convene an Extraordinary General Meeting, although an Extraordinary General Meeting shall also be convened on such requisition as is provided by Section 368 of the Act or within forty two days of the receipt of a requisition by not less than one third of the members of which the majority must be Full Members. Such requisition shall state the object of the Meeting and any resolution or motion to be proposed thereat and shall be signed by each member requisitioning the Meeting.

**6.4** - At least fourteen full days' notice in writing of every Annual General Meeting and of every



other General Meeting specifying the place, day and time of the meeting, and in the case of Special Resolutions the general nature of the resolution, together with a copy of the Agenda and, for an Annual General Meeting, of the Annual Report and a Statement of Accounts, shall be given to all members including Auditors.

**6.5** - The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceedings held at any meeting.

## **7.0 - PROCEDURES AT GENERAL MEETINGS**

**7.1** - All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special with the exception of consideration of the income and expenditure account and balance sheet, the presentation for approval of the Management Committee's formulation of policy and the reports of the Management Committee and of the Auditors, the receipt of the result of the election of the Chair and Management Committee and the appointment and the fixing of the remuneration of the Auditors.

**7.2** - Notice of any motion to be submitted to the meeting under 'Any Other Business' shall be given in writing to the Secretary at least seven days prior to the date of the Annual General Meeting.

**7.3** - At all General Meetings only the business notified in the agenda accompanying the notice shall be transacted. Amendments must be kept within the terms of the motion and the admissibility of any amendment which might be considered to substantially alter the intention of the motion shall be decided on a show of hands.

**7.4** - No business shall be transacted at a General Meeting unless a quorum is present when the meeting proceeds to business. Ten members present at a General Meeting shall be a quorum. Fifty percent plus one of those present must be Full members.

**7.5** - If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of voting members, shall be dissolved. In any other case it shall stand adjourned until a time and place to be fixed by the Chair of the meeting and duly notified to the members. If at such an adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present and entitled to vote shall be a quorum.

**7.6** - The Management Committee may invite any person to attend a General Meeting as an observer provided that such invitation shall confer no right to speak or vote at such General Meeting.

**7.7** - When the Chair stands down at a General Meeting during voting for the re-election or new appointment of the Chair, either the Vice Chair or the Secretary may preside. If in any other circumstances the Chair stands down, or in his absence, after fifteen minutes, the Full members present shall elect some member who shall be present to preside.

**7.8** - The Chair of the meeting may, with the consent of any such meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the meeting from which the adjournment took place.



## **8.0 - VOTING AT GENERAL MEETINGS**

**8.1** - At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of a show of hands a ballot is demanded. Unless a ballot is taken, the declaration by the Chair of the meeting of the result of a show of hands shall be final. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair of the meeting shall be entitled to a second or casting vote.

**8.2** - A ballot should be taken forthwith unless the Chair of the meeting shall decide that the matter should be dealt with by postal ballot. Any other business on the agenda may be proceeded with whilst awaiting the result of a ballot, provided that the business does not bear any relation to the subject of the ballot. The procedure for taking a ballot shall be decided by the Chair of the meeting at which the ballot is demanded.

**8.3** - No member shall be entitled to vote in a ballot or to attend, speak or vote either in person or by or as a proxy at a General Meeting unless all money due to the Association by the member at the time has been paid at least fourteen days prior to the meeting. Other interested persons may be invited to attend the meeting by the Management Committee, but shall have no right to speak or vote unless invited to do so by the Chair.

**8.4** - Only Full members of the Association are entitled to vote on a Special Resolution. It shall be deemed to have been passed if at least three quarters of Full members voting vote in favour.

**8.5** - The Management Committee may formulate rules to enable voting by post or proxy at General Meetings.

## **9.0 - STANDING COMMITTEES AND/OR SUB-COMMITTEES**

**9.1** - The appointment and establishment of Standing Committees and/or Sub-Committees of the Management Committee is a prerogative of the Management Committee, provided always that such actions remain consistent with the Memorandum and these Articles. The Management Committee will determine the rules, responsibilities and powers of Standing and/or Sub Committees. The Chair of the Association shall be an ex officio member of all Standing Committees and Sub Committees.

**9.2** - All acts bona fide done by any meeting of the Management Committee or any of its Standing Committees and/or Sub-Committees or by any person acting as a Member of those committees shall, even if it is subsequently discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as above or that any of them was disqualified, nonetheless be deemed valid.

## **10.0 - THE MANAGEMENT COMMITTEE**

**10.1** - The management of the affairs of the Association shall be controlled by a Management Committee comprising elected members. These include:

- a. The Chair of the Association
- b. The Secretary of the Association \*
- c. The Treasurer of the Association \*
- d. Not more than six or less than three members elected at the Annual General Meeting: the number to be so elected to be determined by the Annual General



Meeting.

(\* to be appointed by the other Members of the Management Committee)

**10.2** - All members of the Management Committee must be Full or Associate members. Any Full or Associate member is eligible for appointment or election to the Management Committee under d)

above, provided always that at least one half of the members of the Management Committee shall be Full members of the Association.

**10.3** - The Management Committee shall act in accordance with the policy formulated by the members of the Association. It shall be responsible for ensuring that proper action in the name of the Association is taken on all decisions of the members of the Association.

**10.4** - The Management Committee may do on behalf of the Association all such acts as may be exercised and done by the Association, unless required by Statute or by these Articles to be done by the Association in General Meeting, and the members may delegate to the Management Committee all or any of their powers provided that the powers so delegated are specified in each case.

**10.5** - The Management Committee may from time to time make such reasonable and proper rules, bye laws and codes as they deem necessary or expedient for the proper conduct and management of the Association. This may include but is not limited to the conduct of Full members, Associate members, guests and volunteers of the Association in relation to one another, grievances and complaints, and disciplinary matters.

**10.6** - The Management Committee shall have power to co-opt members. The Management Committee may also invite any person having specialised knowledge to attend any meeting of the Management Committee in an advisory capacity but without power to vote.

**10.7** - One third of members of the Management Committee having the right to vote at meetings of the Management Committee shall be a quorum at such meetings.

**10.8** - The members for the time being of the Management Committee may act notwithstanding any vacancy on the Management Committee.

**10.9** - If the members of the Management Committee shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Management Committee for the purpose of filling vacancies in the organisation or of summoning a General Meeting.

**10.10** - The Management Committee may meet together for the dispatch of business, adjourn and otherwise regulate by standing orders or in any other way their meetings as they think fit.

**10.11** - A member of the Management Committee shall forthwith cease to be such a member upon the happening of any of the following events:

- a. If he becomes bankrupt or makes any arrangement or composition with his creditors generally or:
- b. If he becomes prohibited from being a member of the Management Committee by reason of any order made under Sections 295-9 and Schedule 12 of the Act or:



- c. If he becomes of unsound mind or:
- d. If he resigns his office by notice in writing to the Management Committee or:
- e. If he is removed from office by a resolution duly passed pursuant to Sections 303-4 of the Act or:
- f. If being a member elected to the Management Committee ex officio or as a nominated representative he ceases to hold the office in question.

**10.12** - At each Annual General Meeting not less than one third of the members elected under Clause 10.1(d) shall retire by rotation. A retiring member may offer himself for re-election. The method of rotation shall be determined from time to time by the Management Committee.

**10.13** - Each member offering himself for election (including those seeking re-election) as Chair or elected member shall be nominated by a proposer and seconder. In the event of there being more nominees than there are vacancies, there shall be a ballot.

**10.14** - Normally only a Full member of the Association shall be eligible to be elected Chair, unless a majority of Full members present at the Annual General Meeting agree otherwise.

**10.15** - A member of the Management Committee's resignation shall take effect from the date it is received in writing by the Secretary.

**10.16** - Management Committee meetings shall be called by the Secretary as the Chair considers necessary (but at least twice a year) having given not less than seven days' notice in writing sent to each member at his home (or recorded) address including email, or upon receipt of a written request by the Secretary from three or more members of the Management Committee specifying the business which they wish to raise. The Secretary shall call a meeting within fourteen days of the receipt of such notice. Those calling the meeting must be in attendance or the meeting is invalid.

**10.17** - The Management Committee shall cause proper minutes to be kept by the Secretary of all meetings.

**10.18** - Any matters of extreme importance arising between Committee meetings and requiring immediate action shall be considered by the Officers, which will consist of the Chair, Secretary and Treasurer. Any decision taken shall be submitted to the next Management Committee meeting for approval.

**10.19** - In the absence of the Chair at any meeting the Officers and elected members present shall elect a Chair from amongst themselves.

**10.20** - All decisions and resolutions of meetings shall be by a show of hands of those present and be deemed to have been approved if a simple majority of those voting votes in favour.

**10.21** - The Chair shall have no voting rights, save where there is an equality of votes, in which case he shall have the right to exercise a casting vote (if he so wishes).

**10.22** - Any member of the Association (including members of the Management Committee) wishing to raise any item at a meeting of the Management Committee shall notify the Secretary in writing of the item at least seven days prior to the meeting. The item shall be considered at the next meeting of the Management Committee, and the member shall be informed in writing or orally whichever is considered suitable by the Management Committee after the meeting by the Secretary.



**10.23** - The Secretary shall act as the Secretary of the Association for all purposes except those under the Act requiring the Company Secretary to act.

## **11.0 - STAFF**

The Management Committee shall appoint and determine the terms of employment of any staff.

## **12.0 - ACCOUNTS**

**12.1** - The Management Committee shall cause accounting records of the Association to be kept in accordance with Section 221 of the Act.

**12.2** - Accounting records shall be kept at the office or, subject to Section 222 of the Act, at such other place or places as the Management Committee shall think fit.

**12.3** - At the Annual General Meeting in every year the Management Committee shall lay before the Association a proper income and expenditure account for the period since the last preceding Meeting (or in the case of the first account since the incorporation of the Association made up to a date not more than seven months before such Meeting) together with a proper balance sheet made up as at the same date.

**12.4** - Proper reports by the Management Committee and the Auditors, and copies of such account balance sheet and reports (formed in accordance with current statutory requirements) and of any other documents required by law to accompany them shall be sent to Association members not less than fourteen clear days before the date of the Meeting, subject nevertheless to the provisions of Section 240 of the Act. The same reports shall be sent to the Auditors and to all other persons entitled to receive notices. The Auditor's report shall be open to inspection and be read before the Meeting as required by Section 241 of the Act.

**12.5** - Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

**12.6** - Auditors shall be appointed and their duties regulated in accordance with the Act.

**12.7** - All cheques, drafts, etc., drawn shall be signed by any two persons being members of the Management Committee, of which one should preferably be the Treasurer, Chair or Secretary.

**12.8** - The financial and subscription year of the Association shall both end on 31st March in each year.

## **13.0 - NOTICES**

**13.1** - A notice may be served by the Association upon any member, either personally, by email, or by sending it through the post in a prepaid letter, addressed to such member at their registration address.

**13.2** - Any notices, if served by post, shall be deemed to have been served at the time the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the letter containing the notices was properly addressed and put into the post office as a prepaid letter.



13.3 - Any notices, if served by email, shall be deemed to have been served at the time the email was sent unless a non delivery notification is received by the sender.

**14.0 - AMENDMENTS TO THE MEMORANDUM AND THESE ARTICLES**

14.1 - This Memorandum and these Articles can only be amended by Special Resolution of the Association in a General Meeting. Notice of any such amendment either by the Management Committee or by a Full or Associate member must be given to all members by the Secretary with the notice convening the Meeting.

14.2 - No amendment shall be made to Clause 2 of these Articles and clause 3 of the Memorandum, this Sub Clause or Clause 15 without the prior approval in writing of the Charity Commissioners for England and Wales, and no amendment shall be made to any of the remaining Clauses which would cause the Association to cease to be a charity in law.

14.3 - Any Full or Associate member wishing to propose a resolution for consideration at the Annual General Meeting to amend the Memorandum or these Articles shall submit such resolution in writing to the Secretary not later than the end of the financial year.

14.4 - After any amendment under this Clause has been passed a copy of the amended Memorandum and Articles shall be made available to all members.

**15.0 - DISSOLUTION**

Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

**16.0 - INDEMNITY**

Subject to the provision of Section 310 of the Act, these Articles and the Memorandum of Association, every Director, member of the Management Committee, its Standing Committees and Sub-Committees and the holder of any office of the Association shall be entitled to be indemnified by the Association against all costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their responsibilities relating to the Association.

DISABLED SAILING ASSOCIATION LTD  
MEMORANDUM OF ASSOCIATION

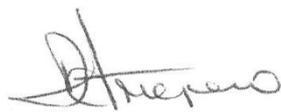
David Musgrove  
Morden House  
Warren Road  
Torquay  
Devon  
TQ2 5TU

  
Date 22.9.05

Christine Davies  
Home Orchard  
Brim Hill  
Maidencombe  
Torquay  
Devon  
TQ1 4TR

  
Date 22.9.05

Roger Stringer JP  
Roselands  
Ashleigh Close  
Barton  
Torquay  
Devon  
TQ2 8HP

 SP.  
WITNESS  
Date 22/9/05



Revised and approved May 2016