



RS21 UK AND IRELAND CLASS ASSOCIATION CONSTITUTION

DEFINITIONS

For the purposes of this Constitution:

“RS21” One Design is a modern keelboat design.

“International Class Association” means RS21 International Class Association

“UK and Ireland Class Association” means the RS21 UK and Ireland Class Association that has been granted a charter by the International Association

“Copyright Holder” means the owner of the copyright to the RS21 sailboat

“Licensed Builder” means the entity holding the current license from the Copyright Holder to build and sell the RS21 sailboat

“Class Rules” means the Class Rules adopted and administered by the RS21 International Class Association.

1 NAME

- 1.1 The name of the Association shall be the " UK and Ireland Class Association".

2 OBJECTS

- 2.1 The objects of the association are:
- (a) To promote and develop RS21 class activity under uniform rules throughout the UK and Ireland.
 - (b) To provide a structure for class management and for exchanging information among UK and Ireland RS21 sailors to enhance the enjoyment of these sailboats.
- 2.2 To support other events involving UK and Ireland participation, the UK and Ireland Class Association will:
- (a) Ensure that UK and Ireland National Championships are held in appropriate locations and to proper standards, and shall oversee such events.

- (b) Approve other events of national impact on the RS21 UK and Ireland Class and ensure they are held to proper standards.
- (c) Collaborate with the Technical Officer of the International Class Association World Council to promulgate and review the Class Rules.

3 MEMBERSHIP & VOTING RIGHTS

- 3.1 Individuals shall be entitled to apply to the UK and Ireland Class Association for membership in categories defined in the UK and Ireland Class Association By-Laws.
- 3.2 Membership rights are stated in the UK and Ireland Class Association By-Laws
- 3.3 The UK and Ireland Class Association shall supply the International Class Association with details of its members regularly, as defined by the International Class Association, from time to time.
- 3.4 The rules of the UK and Ireland Class Association and International Class Association shall bind members of the UK and Ireland Class Association.
- 3.5 Members entering an RS21 Class race, or a race that includes the RS21 Class, shall be bound by the RS21 Class Rules.

4 ELIGIBILITY

- 4.1 Only UK and Ireland Class Association members shall be eligible to enter events organised or sanctioned by a UK and Ireland Class Association.
- 4.2 Only members of the International Class Association, which includes members of the UK and Ireland Class Association, subject to the provisions of clause 3.3 above shall be eligible to enter events organised or sanctioned by the International Class Association.

5 GOVERNANCE

- 5.1 The UK and Ireland Class Association shall be managed and administered on an ongoing basis by its Class Committee in accordance with:
 - (a) the provisions of this Constitution and any Regulations passed under this Constitution,
 - (b) any policies for the operation of the Association determined by the International Class Association's World Council,
 - (c) or any directives or guidelines established by the World Council.
 - (d) Any UK and Ireland Class Association By-laws.

6 THE CLASS COMMITTEE

- 6.1 The Class Committee shall consist of the following:
 - (a) Chairman
 - (b) Class Manager
 - (c) Treasurer

- (d) Technical Officer
- (e) Class Development Officer
- (f) 2 Members
- (g) A representative of the Licensed Builder

- 6.2 Each member of the Class Committee shall have only one vote, except that the Chairman or acting chairman shall have a casting vote in the event of a tie vote.
- 6.3 The members of the Class Committee, except the Builders Representative, shall be elected for a term of two years at an Annual General Meeting of the UK and Ireland Class Association from nominations received by the Class Manager from members at least one week prior to the meeting. Any retiring officer shall be eligible for re-election provided that he has not served more than eight consecutive years in that office.
- 6.4 The Class Committee shall have a maximum of 50% of the committee who are directly or indirectly employed by or representatives of the Licensed Builder.
- 6.5 The Chairman cannot be a representative of and/or directly or indirectly employed by the licensed builder.
- 6.6 In the event that vacancies shall occur on the Committee between Annual General Meetings of the UK and Ireland Class Association,
 - (a) If a vacancy occurs in the posts of Chairman or Financial Officer the remaining members of the Class Committee shall forthwith appoint one of their number or a person co-opted per (b) to fill the vacancy and the remaining members of the Committee may, but shall not be obliged to, co-opt such member or members as they shall consider fit to fill any vacancy
 - (b) Members so co-opted or appointed shall remain in office until the next AGM of the UK and Ireland Class Association.
- 6.7 The Class Committee may employ a Class Manager at such times and on terms and conditions determined by it.
- 6.8 In the event of the absence or vacancy of the position of Class Manager one of the Class Committee shall fulfill all the obligations and duties of the Class Manager.

7 CLASS COMMITTEE MEETINGS

- 7.1 Class Committee meetings shall be held on such occasions and at such places as are either called by the Chairman or decided by previous meetings of the committee.
- 7.2 The Class Manager shall give at least 2 weeks' notice of such meetings unless 75% of the voting members of the committee give their prior consent to a reduced notice period.
- 7.3 4 voting members of the Committee shall form a quorum.
- 7.4 The Chairman shall chair all meetings at which he is present. At meetings where the Chairman is not present, the meeting shall elect a chairman from among themselves.

- 7.5 A simple majority of the voting members of the Committee present and voting shall pass resolutions at Class Committee Meetings. In the event of a tied vote the chairman of the meeting shall have a casting vote.
- 7.6 The Class Committee is authorised to utilise telephonic or internet communications for meetings, providing all participants can hear and participate in all communications.
- 7.7 The Class Committee may delegate to any one or more of its members such powers and duties as it shall determine for special purposes for a limited period.

8 GENERAL MEETINGS OF THE UK AND IRELAND CLASS ASSOCIATION

- 8.1 An Annual General Meeting of the UK and Ireland Class Association shall be held annually in such place and time as the Class Committee may consider most convenient to the majority of the members. This meeting shall:
- (a) Receive the result of ballots.
 - (b) Receive from the Class Committee and approve a statement of accounts for the preceding accounting year, forecast accounts for the current year, and a budget for the next year.
 - (c) Receive and decide on resolutions submitted in accordance with 7.4.
 - (d) Appointment of new committee members.
- 8.2 A Special General meeting of the UK and Ireland Class Association shall be called by the Chairman or Class Manager upon receipt by the Class Manager of a written/email request signed by not fewer 75% full members of the UK and Ireland Class Association. A digital signature of documentation is accepted.
- 8.3 At least six weeks written notice shall be given to members of any General Meeting.
- 8.4 At any General Meeting decisions shall be limited to matters on the agenda and carried by a majority vote of UK and Ireland Class Association members present. Voting shall be by show of hands, unless a poll is demanded by not less than three of the members present. At any meeting the Chairman shall have a casting vote. The secretary of the meeting or the Class Manager shall be responsible for circulating all members with the result of any voting.

9 ONE-DESIGN PROTECTION OF THE RS21 CLASS

- 9.1 The Copyright Holder and Licensed Builder have provided the original RS21 Class Rules, which shall at all times remain the property of the Copyright Holder and Licensed Builder. The International Class Association has adopted and administers the Class Rules.
- 9.2 The National Class Association may make recommendations to the International

Class Association for changes to be made to the Class Rules.

- 9.3 The Copyright Holder and Licensed Builder have the right of veto to proposals for changes to the Class Rules.

10 FINANCIAL MATTERS OF THE NATIONAL CLASS ASSOCIATION:

- 10.1 The UK and Ireland Class Association shall be funded by:

- (a) Fees payable by members.
- (b) A share of the Entrance Fees to events is negotiated between the Management Committee and the event's Organisers.
- (c) Sponsorship, television rights, and any other revenue are negotiated and accepted by the Management Committee.
- (d) Contribution from the International Class Association if applicable.

11 ACCOUNTS

- 11.1 The Management Committee shall prepare annual accounts for each year that truly and fairly show the Association's capital and its income and expenditure.
- 11.2 The fiscal period of the UK and Ireland Class Association shall be 1 January to 31st December each year unless changed by resolution of the Management Committee.
- 11.3 A copy of the accounts for the latest complete fiscal period shall be sent by the Class Manager to each member UK and Ireland Class Association with the notice of the Annual General Meeting of the National Class Association.

12 NOTICE

- 12.1 Where under this Constitution the Class Manager is required to give written notice to any person or body, such notice shall be deemed for the purposes of this Constitution to have been given if it is given by post or written electronic communication and so that:
- (a) If it is given by post it shall be deemed to have been given on the 7th day after the Class Manager shall have posted such notice by first class or air post to the person or body concerned at the address given for such person or body in the records of the Association whether or not it shall in fact have been received by the person or body concerned within that time or at all;
 - (b) dispatched the written electronic communication where to or not is shall in fact have been received by the person or body concerned within that time or at all.
 - (c) Provided that the Class Manager shall only be entitled to give notice to a person or body by way of written electronic communication if that person or body shall have provided (and not withdrawn) the address or number for the electronic communication to the World Council.
- 12.2 The Class Manager shall keep a register of such notices, including evidence that the notice has been sent.

13 SUSPENSION AND REMOVAL FROM MEMBERSHIP

- 13.1 A member or individual of a UK and Ireland Class Association may be suspended from membership by the Management Committee only after a hearing protecting his rights to due process, including a mutual exchange of evidence prior to the hearing.
- 13.2 A member may be suspended for the following:
- (a) Committing an unlawful act in relation to the Association or one of its members, or
 - (b) For any unsportsmanlike conduct contrary to the interest of the members of the association, or
 - (c) For intentional violation of Class Rules.
- 13.3 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.

14 AMENDMENTS

- 14.1 This Constitution may only be amended by a special resolution for which notice has been duly given and which is duly proposed and passed at a General Meeting pursuant to the terms and conditions of this Constitution.

15 LIMITATIONS

- 15.1 The Management Committee is not obliged to do any of the things required of them by these rules if the UK and Ireland Class Association is not reasonably expected to have funds sufficient to pay its reasonable costs and expenses by the time these costs and expenses are estimated to come due.
- 15.2 In the execution of their powers and duties under this constitution, no officer or members of the Management Committee shall be liable for any loss to any other members or former members of the National Class Association or to the assets of the UK and Ireland Class Association by reason of any mistake or omission made in good faith by him or any other officer or member of the Management 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.

16 PROPER LAW AND JURISDICTION

- 16.1 The proper law of the UK and Ireland Class Association shall be English law, and this Constitution shall be construed, taken effect, and enforced accordingly.
- 16.2 The decision of the Management Committee shall be final in matters of the management of the UK and Ireland Class Association. Only if the actions or decisions of the Management Committee are disputed formally in writing by any member or group of members of the National Class Association, the decision shall be subject to the judgement of a court of proper jurisdiction in the circumstances applying English law as provided in Article 17.1.