

NATO TRI-BORDER

SAILING CLUB

CONSTITUTION



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NATO TRI-BORDER SAILING CLUB CONSTITUTION

ARTICLE I – TITLE AND GENERAL INFORMATION

1. The Club, which existed prior to the move of Headquarters AFCENT from Fontainbleau, was officially recognised by the HQ on 17 May 1973. It shall be known as the “NATO TRI-BORDER SAILING CLUB” (NTSC) throughout this document as the Club. Its burgee will be blue, with the JFC badge superimposed on the NATO emblem. The Club is recognised in accordance with JFCB Directive 5-30 (Approved Dec 2007) as a core morale and welfare activity attracting Non-Appropriated Funding (NAF) prioritised by the Morale Welfare Activities Policy Committee (MWAPC). The activity is conducted in accordance with AD 5-1 and local implementing objectives, with the Commander having the ability to terminate the activity at any time. The Vice Commodore is responsible to the Commander for the management of the Activity and for the keeping of its accounts. The Club does not have power unilaterally to enter into contracts or any other legal commitments (except that it may purchase goods for cash within the limits of its income and approved budget). All vehicles will be insured against 3rd party liability as required by host nation and other applicable laws. The Club’s accounts, property and management practices are liable for audit, with a minimum local review being carried out in accordance with AD5-1, Chapter 7-3 (ACE Audit).

AFFILIATION.

2. General. The Club will be affiliated to the Royal Yachting Association (RYA) of the United Kingdom through the British Army Sailing Association (ASA) but this does not imply that the Club is anything other than an international club. The Club is operated under the sole guidance of JFC. (not currently in effect, but remains a goal)
3. Dinghy. The Club has strong links with the “Maas en Roer” Sailing Club and we should have the full use of their facilities primarily for boat sailing. In return, the Club and its members are expected to conform to those rules and customs that the privilege of this link confers, both ashore and afloat.
4. Offshore. No affiliation, beyond that conferred by membership of the RYA and ASA, has been arranged for offshore sailing. The Club does, however, maintain close links with the British Army Sail Training Centre Kiel (ASTC(K)) to facilitate the hire and use of ASTC(K) vessels. (not currently in effect, but remains a goal)

ARTICLE II – PURPOSES AND OBJECTIVES

5. The purposes and objectives of the Club shall be:
 - To stimulate, develop and maintain the physical and mental well being of members of the JFC and NAEW&C E-3A Component community by providing a wide range of safe recreational sailing facilities.
 - To foster an interest in the art of sailing and to provide adequate and safe facilities for the instruction of novices.
 - To encourage participation and to develop the expertise of members in the sports of competitive sailing by the promotion of races.

ARTICLE III – MEMBERSHIP

Section 1

6. Full membership of the Club shall be open to all personnel of the JFC and NE3A-Component and other NATO elements located in the tri-border region, as defined in the JFC Community Organisation and Associated Directives, JFC DIR 5-30 Chapter 6, para 6-1 a. (2). Membership is provisional on the acceptance of an application to the elected Club Committee and on payment of a subscription.
7. Guest membership of the Club shall be open to personnel outside of the JFC and NE3A-Component Community, as defined in the JFC Community Organisation and Associated Directives, JFC DIR 5-30 Chapter 6, para 6-1 a. (2). Membership is provisional on the acceptance of an application to the elected Club Committee and on payment of a subscription.
8. Honorary membership of the Club shall be open to personnel outside of the JFC Community, as defined in the JFC Community Organisation and Associated Directives, JFC DIR 5-30 Chapter 6, para 6-1 a. (2). This category of membership is offered at the behest of the elected Club Committee where the presence of an individual would constitute a significant contribution to the Club. A maximum of 10% of honorary members is authorised.

Section 2

9. The elected Club Committee shall have the right to terminate the membership of any member whose conduct is considered to be injurious to the prestige and interests of the Club.
10. Any member who has not renewed his membership by payment of the annual subscription before the 1 May each year will be formally reminded by letter and will be deemed to have resigned if no suitable response is received on or before 31 May.
11. Members within the Club will have access to all activities and equipment of the club after they have been authorized for use of types of equipment by the a committee member.
12. The elected Club Committee will control membership with the aim of maintaining adequate representation, if possible, by nationalities, ranks and numbers for the facilities available. If necessary, on a first-come, first-served basis.

Section 3

13. The Guest and Honorary membership list is to be ratified at each Annual or Extraordinary General Meeting of the Club membership and is not to exceed in number more than 10% of the total membership.

ARTICLE IV – OCCASIONAL GUESTS

14. Occasional guests may be introduced to the activities of the Club. This privilege of membership must not be abused. Persons entitled to apply for full membership may not be admitted to the club as an occasional guest on more than two occasions. A guest is an individual or a member of another Club who has been invited to participate in a specific

function or activity of the Club. Those non-members attending Club Courses on a space available basis must take out a limited membership as laid down by the elected Club Committee. This limited membership purely allows the facility to use the equipment in a fully supervised manner and bestows no membership rights.

ARTICLE V – SUBSCRIPTIONS

15. There shall be one level of subscription; this includes the Dinghy Sailing Section and the Offshore Section (if available). Fees will be set annually reflecting Section costs offset by any NAF grant ordered by the MAWPC. The Club members' subscriptions, payable annually by 1 May, shall be fixed at whatever sum may be deemed appropriate by the elected Club Committee, subject to the approval of the membership at the Annual General Meeting.
16. The annual block membership subscription to the 'Maas en Roer' Sailing Club, Roermond together with the Dinghy Section mooring fees shall be paid on behalf of the NATO Tri-Border Sailing Club out of Club funds. These shall be based on mutual agreement between the Clubs.
17. Club income shall be derived from membership subscriptions, course fees, NAF grants and fund raising activities. Expenditure in respect of block membership fees, running costs, mooring fees and replacement of minor assets will be paid promptly from the Club account, offset where appropriate, by any NAF grant made in respect of operating and maintenance charges. Major asset replacement will be financed jointly by the Club and any NAF grant that will be made available for that purpose during the annual round of grants applications. Membership subscriptions will be adjusted annually to cover the running costs of the Club and to maintain a reasonable sum on deposit for unforeseen emergencies.

ARTICLE VI - ADMINISTRATION

18. Status. The Club will follow ACO Directive 5-1 and local JFCB Directive 5-30 (Morale and Welfare Activities Programme). The status of the club/organization will be that of a JFC HQ Brunssum club/organization (sponsored) allowed to provide recreational activities for its members and their families and also promote the aims of the club throughout the neighboring areas. The club will be operated under the legal personality of the HQ (Headquarters Sponsored Activity) as defined in AD 5-1, Chapter 2, para 2-1a (2)(b). It will be administered by an elected Committee, as defined in Article VII below, who will be responsible to the JFC Commander, through Commander JFC Support Group, for the proper direction and control of the Club.
19. Legal Liability. Regional Headquarters JFC will be responsible for third-party liability and contractual liability of the Club and of personnel acting on behalf of such activities, which have been formally recognised by, and which operates as a component part of the Headquarters.
20. Insurance The Club's boats and sailboards will be insured under arrangements determined by the Chief, Legal Advisor as laid down in JFCB DIR 5-30, Chapter 6, para 6-1 a. (6). Personal insurance, including privately owned equipment, is the individual responsibility of each member.

CLUB FUNDS.

21. The Club accounts will be maintained by the appointed Club Treasurer who should normally be a serving Officer who is entitled to the issue of a JFC or NE3A-Component

Identity Card. A bank account will be maintained with the Brunssum Branch of ABN/AMRO.

22. Funds up to Euro 150 may be disbursed on the authority of the Club Treasurer. Expenditure between Euro 150 – 500 may be authorised by the Commodore or Vice Commodore. Sums in excess of Euro 500 must be approved by a quorum of the Committee in line with the Annual Budget.
23. Accounts will be prepared annually, as at 31 December, for audit. Audited accounts will be approved by the first meeting of the Committee after the audit.
24. A financial statement will be produced for the approval of all members at the Annual General Meeting.
25. The accounting will be subject to the general specialist supervision of the JFC Financial Controller and to the headquarters' requirements for audit and checks.
26. CLUB MANAGED PROPERTY. All Club managed property will be accounted for, and disposed of, by the Vice-Commodore under the terms and procedures laid down by the elected Club Committee.
27. USE OF CLUB MANAGED EQUIPMENT. All members are responsible to the Club Committee to use club managed equipment in accordance with seamanship best practices and safety rules and exercise the necessary caution and care to avoid damage and limit wear and tear to the extent necessary in proper use of the equipment.

ARTICLE VII – THE CLUB COMMITTEE

28. COMPOSITION. The Officers of the Committee shall be:

Commodore	by invitation
Vice Commodore	mandatory
Rear Commodore Dinghies	optional
Rear Commodore Offshore	optional
Secretary	mandatory
Treasurer	mandatory
RYA Principal (Chief Instructor)	optional
Publicity Member	mandatory
Property Member	mandatory

Optional committee members will be elected if membership numbers and club activities warrant the establishment of these roles and qualified candidates (e.g. Chief Instructor) are available.

29. ELECTION. The Officers of the Committee shall be appointed as follows:

- Commodore – by invitation of the outgoing Committee.
- RYA Principal – as appointed by the RYA Coach Germany.
- All other Committee Members are to be elected by a majority vote of the Club Committee and endorsed at the Annual General Meeting.
- The Committee are empowered to co-opt additional members as required.

30. MANAGEMENT. A quorum of the governing Committee shall be as follows: the Commodore, or in his absence the Vice Commodore, and a minimum of two other full Committee members.

31. RESPONSIBILITIES. The powers and responsibilities of the governing Committee will be as follows:

- The safe conduct of the affairs of the Club in the best interests of the sport and Club members
- The supervision of the finances of the Club.
- The allocation of the Club's crafts, sailboards and ancillary equipment.
- The detailing of sailing qualifications for members sailing in the Club's craft, and using the Club's surfboards.

32. DUTIES. The duties of the Club's Committee are as follows:

- **Commodore**

Has overall control and direction of Club affairs.

- **Vice Commodore**

Has control of the Club in the absence of the Commodore. Oversees the activities of the Treasurer (and is authorised to clear unforeseen expenses up to Euro 500). Controls the inventory of Club equipment, in conjunction with the Rear Commodores and the Property Member. Ensures the Club's legal responsibilities in respect of insurance and Health and Safety are met.

- **Rear Commodore Dinghies**

Is responsible for organising and supervising the operations of the Dinghy Section. Coordinates the preparation, maintenance and repair of boats and ancillary equipment. In conjunction with the Vice Commodore and through the Property Member ensures that a proper record of all the Dinghy Section's equipment that is property of the Club, is maintained. Submits an annual budget to support the Club bid against JFC Community funds; maintaining liaison with the Maas en Roer Club; maintaining records, through the Secretary, of members' dinghy sailing qualifications.

- **Rear Commodore Offshore**

Is responsible for organising and supervising the operations of the Offshore Section. In conjunction with the Vice Commodore, and through the Property Member, ensures that a proper record of all the Offshore Section's equipment is maintained. Submits an annual budget to support the Club bid against JFC Community funds. Maintains records, through the Secretary, of members' offshore qualifications. Maintains liaison with the Kiel Training Centre and arrange courses for members as requested.

- **RYA Principal**

Is responsible for the safe operation of all craft. Ensures that Dinghy training is conducted in accordance with RYA regulations. Oversees the provision and execution of RYA approved training courses. Conducts and supervises the testing of members as applicable.

- **Treasurer**

Is responsible for maintaining Club accounts in accordance with the guidelines laid down by the JFC Community authorities. Maintains separate funds for the various sections of the Club. Prepares the annual Club bid against JFC community funds. Conducts trade with firms authorised by the Committee.

- **Secretary**

Is responsible for the issue of an agenda and a record or minutes for all meetings. Maintains membership and qualification lists. Liaises with the Army Sailing Association. Maintains the Club Constitution. Assists in the preparation of the annual Club bid against JFC community funds. Prepares the draft of the annual Club handbook.

- **Publicity Member**

Is responsible for advertising Club activities and for attracting new members. Informs potential new members about the Club at designated social functions. Prepares the Club newsletters. Produces an Annual leaflet with the membership forms. Arranges the Club's annual dinner.

- **Property Member**

Is responsible for the 'take on' and disposal of all equipment that is the property of the Club in accordance with the rules and regulations of the JFC community authorities. In conjunction with the Rear Commodores and at the direction of the Vice Commodore, maintains property records.

ARTICLE VIII – MEETINGS

33. COMMITTEE MEETINGS. The Club Committee is to meet regularly to manage the Club as directed by the Commodore.
34. ANNUAL GENERAL MEETING. An Annual General Meeting is to be held at the beginning of each sailing season. The date and venue will be notified to all members at least 14 days in advance. Propositions for consideration at a General Meeting must be submitted in writing to the Secretary at least seven days before the date of the meeting.
35. EXTRA-ORDINARY GENERAL MEETINGS. A Special or Extraordinary General Meeting may be called by the Committee if considered necessary. A General Meeting will also be called if six or more members submit a request to the Committee for such a meeting, giving details of the subject to be discussed.
36. The minutes of all meetings conducted by the Club are to be copied to Commander JFC Support Group.

ARTICLE IX – AMENDMENTS TO THE CONSTITUTION

37. All amendments to the Club Constitution will be agreed by the majority of members present at a General Meeting of the Club. JFC Commander in Chief approval for any amendment to the Club Constitution is to be sought through Commander JFC Support Group.

ARTICLE X – DISSOLUTION OF THE CLUB AND DISPOSAL OF ASSETS

38. Policy and procedure for the dissolution of the Club are laid down in AND 5-30, Appendix 4 to Annex F. The approval of 51% of the current paid up membership in the proposed year of dissolution must be formally obtained before application is made by the Committee to wind up the Club's activities and dispose of the Club's assets.

ARTICLE XI – ADOPTION OF THE CONSTITUTION

39. This Constitution was agreed by a majority of the Club's membership present at the Annual General Meeting of XX MMM 2008. It was submitted for MAWPC approval to Commander JFC Support Group on XX May 2008.

Manfred M. Bode
Vice-Commodore

Bill Canham
LTC CAF
Secretary

May 08