



LOWRY BAY YACHT CLUB (INC.)

SEAVIEW MARINA
Lower Hutt
NEW ZEALAND

PO Box 30 533 Lower Hutt
Clubhouse Telephone 04 568 3715
Facsimile 04 568 3739
Email info@lbyc.org.nz
Website www.lbyc.org.nz

Notice to members

Affiliate Membership for Sailability Wellington Trust

At our AGM on 7 August 2019 the club rules were changed to enable us to have Affiliate members.

The rules require that proposed Affiliate members be advised to club members. This notice constitutes that advice.

The revised rules as approved at the AGM are shown below.

The basis of the affiliation was set out in a draft agreement sent out to members prior to the AGM.

Sailability Wellington Trust (SWT) and the Executive Committee have agreed that Affiliate membership will provide mutual benefits for both organisations. These are set out in the draft agreement. This agreement is not in its final form and will require some amendments, to include suggestions from our legal adviser and other suggestions that have been received, all of which will have to be negotiated with SWT.

Members are asked to advise by return;

- a) If they are in favour of the proposal? and
- b) Whether a general meeting is required to vote for an Affiliate member?

Please reply to me on the above questions by Friday 30 August 2019.

Max Meyers
Commodore
On behalf of the
Executive Committee

Please copy and post the response to me at lbyccommodore@gmail.com

- a) I am in favour of Wellington Sailability Trust becoming an Affiliate member of Lowry Bay Yacht Club. Yes / No
- b) I request that a general meeting be held to vote on whether Sailability Wellington Trust is to become an Affiliate member of Lowry Bay Yacht Club. Yes / No

Member Name: _____

New Lowry Bay Yacht Club Rules for Affiliate Membership

19. Election of Members

- a) A candidate for membership (other than Affiliate and Honorary membership) must be proposed in writing on The Club's form by one Senior financial member and seconded by another such member.
- h) The Executive Committee may, from time to time, invite and negotiate with suitable organisations or groups to become Affiliates. Proposed Affiliates will be advised to members by way of The Club's regular publications and/or by posting on The Club noticeboard and/or website and by email.
- i) The Executive Committee will, in advising members, ask:
 - (a) If they are in favour of the proposal? and
 - (b) Whether a general meeting is required to vote for an Affiliate member?

If ten members request a general meeting, this shall be arranged by the Executive Committee.

20. Classes of Membership

- (h) Affiliates are limited members. The Executive Committee may, from time to time, approve any club, association or any other organisation or group as an Affiliate of The Club. Any such group shall be counted as a single member on The Club's membership list. Members of Affiliates are entitled to use The Club facilities and participate in The Club activities as limited members, except for The Club sailing and on-the-water events, and as the Executive Committee may determine from time to time, subject to the following provisions:
 - (i) Affiliates will, on joining and then annually, provide the names, addresses and contact details of the officers of the Affiliate together with a list of names, addresses and contact details of its members.
 - (ii) Affiliates shall pay an annual subscription fixed by the Executive Committee.
 - (iii) Affiliate membership may be terminated by the Executive Committee by giving written notice to an officer of the Affiliate.
 - (iv) Affiliates, or any of their members, shall not:
 - Be eligible to vote or bear office, nor nominate another member as an officer of The Club.
 - Be entitled to propose or second a candidate for membership to The Club.
 - Participate in The Club sailing or on-the-water events.

Dated:

Sailability Wellington Trust Incorporated

Lowry Bay Yacht Club Incorporated

AGREEMENT FOR SAILABILITY WELLINGTON TRUST INC.

TO BECOME AN AFFILIATED MEMBER OF LOWRY BAY YACHT CLUB INC.

AFFILIATION MEMBERSHIP AGREEMENT

DATED.....

PARTIES

1. Lowry Bay Yacht Club Incorporated (LBYC)

Sailability Wellington Trust Incorporated (SWT)

COMMENCEMENT

2. 1 September 2019

TERM

3. 1 Year

RENEWAL

4. Yearly with review of the terms as is appropriate

CONSIDERATION

5. \$500.00 per annum paid by SWT to LBYC

IT IS AGREED AS FOLLOWS

In consideration of payment of the affiliation fee of \$500.00 per annum paid by SWT to LBYC the parties will provide each other with the following benefits and privileges:

6. LBYC will provide to SWT:

6.1 The exclusive use of LBYC clubhouse for regattas, trust meetings, and social events on up to four occasions per annum. This is on condition that SWT, makes a reservation at least two weeks in advance of the proposed usage. LBYC will allow SWT the use of the premises on those reserved dates provided there are no prior bookings made by LBYC. Reservations by SWT should be addressed to the club manager. SWT will pay the costs of bar staff as per the LBYC standard membership practices, as well as cleaning and all consumables.

6.2 Members of SWT may also use club facilities and the clubhouse outside of those 4 occasions AS 'Limited Members' of LBYC, as per LBYC rule 20. They will also have the right to sign in guests to LBYC.

6.3 SWT will provide LBYC with a full list of the names of the members and volunteers who are involved in their programme at Seaview Marina.

6.4 LBYC will support SWT and its members in respect of SWT activities including fundraising, sailing and special events such as regattas.

7. SWT will provide to LBYC:
 - 7.1 The use of the support vessel 'Trader' (or other suitable support boat owned by SWT) to support the following events; Sail Wellington Regatta, Rum Regatta, Sprint Series Races and the 24-hour endurance yacht race. In respect of such usage, LBYC will reimburse SWT Wellington all running costs in respect of the vessel including fuel costs and crew costs (if any);
 - 7.2 Support for LBYC fundraising projects.
 - 7.3 SWT boats for an eight-week Learn-to-Sail Program each year.
 - 7.4 The use of SWT yachts for the Antarctic Challenge.
 - 7.5 SWT will support LBYC and its members in respect of LBYC activities including fundraising, sailing and special events such as regattas.
8. This agreement may be terminated by the provision of four weeks written notice by either party for any just reason.
9. Each party agrees to use all reasonable care when using property owned by the other party and to abide by any lawful directions given by the other party in relation to the use of their premises or equipment.
10. This agreement does not create a joint venture or partnership. SWT Members shall be considered to be 'limited members' of LBYC under LBYC membership provisions. SWT members will have no voting rights in LBYC affairs unless they happen to also be a member of LBYC.

11. EXECUTION

SIGNED by **MAX MEYERS** on behalf of **Lowry Bay Yacht Club** in the presence of:

Max Meyers - Commodore

Witness name:

Occupation:

Address:

SIGNED by **WARREN RANKIN** on behalf of
Sailability Wellington Trust Inc in the presence
of:

Warren Rankin - Chairperson

Witness name:

Occupation:

Address: