

THIS COMPROMISE AGREEMENT (this *Agreement*) is made on 11th March 2013

BETWEEN:

- (1) **Ian Liddell (President), Honor Fell (Commodore) and Tom Ridgman (Senior Treasurer) on behalf of themselves and the other Officers of the General Committee of the CAMBRIDGE UNIVERSITY CRUISING CLUB (CUCrC(GC)); and**
- (2) **Dan Murray (Commodore), Giulia Tyzack (Vice Commodore – Training) and Matthew Scott (Vice Commodore – Sailing) on behalf of themselves and the other members of the Committee of the CAMBRIDGE UNIVERSITY YACHT CLUB, (CUYC(C)); and**
- (3) **Dan Murray (Commodore), Giulia Tyzack (Vice Commodore – Training) and Matthew Scott (Vice Commodore – Sailing) on behalf of themselves and the other members of the Committee of the Yacht Section of CUCrC (YS(C))**

(each a *Party* and together the *Parties*).

WHEREAS:

(A) The Cambridge University Cruising Club (*CUCrC*) is an unincorporated association registered with the Proctor's Office of the University of Cambridge and recognised as a sports club by the Sports Syndicate and Blues Committees of the University of Cambridge.

(B) The Cambridge University Yacht Club (*New CUYC*) is an unincorporated association which was formed in 2013 and was registered with the Proctor's Office of the University of Cambridge on 7th March 2013.

(C) For a significant period prior to the date of this Agreement, the CUCrC has been divided into four separate operative sections: the Casual Dinghy Section, the Team Dinghy Section, the Yachting Section (the *Yachting Section*) and the Windsurfing Section.

(D) The Yachting Section has for some time prior to the creation of New CUYC called itself the Cambridge University Yacht Club, but in this Agreement is called and referred to as the Yachting Section

(E) The YS(C) and the members of the Yachting Section or a significant proportion of them have expressed a wish to resign from CUCrC and that the activities formerly carried on by the Yachting Section should in future be carried on by New CUYC.

(F) The YS(C) and the members of the Yachting Section or some of them claim that certain assets are or should be owned, managed and administered by them or the Yachting Section in accordance with their requirements, including the transfer of those assets to New CUYC, and to the exclusion of the involvement of any other parts of CUCrC or its organs.

(G) CUCrC(GC) has resolved that it would be in the best interests of CUCrC as a whole and in furtherance of its objects to compromise the Yachting Section's claims upon the terms of the arrangements of which this Agreement forms a part

(H) CUCrC(GC) has passed the CUCrC(GC) Amending Resolution in accordance with Clause E.17 of the CUCrC 2010 Constitution

(I) Under the terms of the Loan Agreement the current amount which according to its terms is owed by the Yachting Section to CUCrC is £10,000 plus interest of £25 due.

IN CONSIDERATION OF THE AGREEMENTS AND UNDERTAKINGS ON THEIR VARIOUS PARTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AND UNDERTAKE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement (including the recitals), except to the extent that the context requires otherwise, the following words and phrases shall have the following meanings:

Blues Committee means the Men's Blues Committee of the University of Cambridge or any successor entity;

Boat Transfer means the transfer of Kestrel and Puffin in accordance with Clause 3;

Business Days means any day other than a Saturday or Sunday on which banks in London are open for business;

CUCrC(GC) Amending Resolution means the resolution of not less than two-thirds of the Officers of CUCrC(GC) made on Monday 11th February 2013 in accordance with Clause E.17 of the CUCrC 2010 Constitution whereby it was resolved that the CUCrC 2010 Constitution be changed so that:

- (i) up to and including the Operative Date the terms and effect of the CUCrC Constitution shall be those of the CUCrC 2010 Constitution as changed so as to include the Preliminary Additional Provisions; and
- (ii) (ii) with effect from the Operative Date the CUCrC Constitution shall be in the form and to the effect of the CUCrC March 2013 Constitution

CUCrC 2010 Constitution means Issue 4 of the constitution of CUCrC as ratified at the June 2010 CUCrC AGM and as in force down to the time of the CUCrC(GC) Amending Resolution;

CUCrC Burgee means the burgee of CUCrC as registered with the International Burgee Registry;

CUCrC Constitution means the constitution of CUCrC as it may exist from time to time;

CUCrC March 2013 Constitution means Issue 5 of the constitution of CUCrC specified as such in the CUCrC(GC) Amending Resolution a copy of which is annexed hereto

CUCrC Trustees means the trustees of CUCrC appointed in accordance with the CUCrC Constitution;

CUYC Bank Accounts means the CUCrC (Yachting Section) bank accounts with the following details:

1. Savings account

Account Bank:	Barclays
Sort Code:	20-17-35
Account Number:	5331410;

2. Current account

Account Bank: Barclays
Sort Code: 20-17-35
Account Number: 93153126;

3. PayPal account

In the name of: Hywel Room
Business Name: Cambridge University Yacht Club
Emails: purser@cuyc.org.uk; paypal@cuyc.org.uk
Account ID: BNXXNBB79URBE

CUYC Constitution means the constitution of New CUYC as in force at the date of this Agreement and as adopted on 4th March 2013;

CUYC Trustees means the trustees of New CUYC appointed in accordance with the terms of the New CUYC Constitution;

Dinghy means a vessel under 30 feet in length.

Kestrel means the Sigma 38 yacht called Kestrel with sail number GBR 1147L purchased by CUCrC pursuant to a bill of sale dated 16th May 2008;

Loan Agreement means the document headed "Loan Agreement 1st May 2008" and made between the then CUCrC General Committee and the then Yachting Section, as subsequently amended or varied;

Operative Date means the date (if any) before 30 July 2013 on which the last to happen of the following events occurs:

- (a) the ratification by a General Meeting of CUCrC in accordance with the provisions of Clause E.18 of the CUCrC 2010 Constitution (as the same exists in the same form in the CUCrC 2010 Constitution both before and after the passing of the CUCrC(GC) Amending Resolution) of the changes to the CUCrC Constitution effected by the CUCrC(GC) Amending Resolution;
- (b) the ratification at a General Meeting of the CUCrC by a two thirds majority of the Members present and eligible to vote of CUCrC(GC)'s entry into this Agreement;
- (c) the due execution of this Agreement by each Party; and
- (d) the receipt by the CUCrC Trustees of confirmation in writing that New CUYC has been registered with the Proctors Office and is regulated by it;

Outstanding Amount means the aggregate amount of principal and interest which on the Transfer Date shall be due from the Yachting Section to CUCrC under the terms of the Loan Agreement;

Preliminary Additional Provisions mean the following provisions in the CUCrC Constitution:

- (a) an express provision that except insofar as otherwise provided in the constitution, CUCrC(GC) shall have the general control and management of the administration of CUCrC; and

- (b) an express power for CUCrC(GC) to enter into an agreement in or substantially in the terms of this Agreement and to implement such agreement and to dispose of any assets rights title or interests of CUCrC in accordance with the terms of such agreement;

Proctors' Office means the Proctors' Office of the University of Cambridge and any successor entity;

Puffin means the Beneteau First 300 called Puffin with registered number 8020 purchased pursuant to a bill of sale dated 17th October 2012;

Puffin Share means any right, title or interest in or to Puffin;

Queenborough Cup means silver cup currently used for Yachting Varsity match and currently in possession of OUYC;

RYA means the Royal Yachting Association or any successor entity;

Societies Syndicate means the Societies Syndicate of the University of Cambridge and any successor entity;

Sports Syndicate means the Sports Syndicate of the University of Cambridge and any successor entity;

Transfer Date means 10 Business Days after the Operative Date;

Varsity Matches has the meaning given to it in Clause 12.1;

Yacht means a vessel over 24 feet in length;

Yachting Balance means the total net amount of money in the savings, current, and PayPal accounts defined in **CUYC Bank Accounts** above;

Yachting Equipment means the offshore yacht clothing, offshore yacht sailing boots and sails and associated equipment; and

Yachting Section's Committee (YS(C)) means all those persons who are members of either or both of the following committees:

- (a) the Yachting Committee referred to in clause C.2(iv) of the CUCrC 2010 Constitution; and
- (b) if different from the Yachting Committee, the committee referred to in section D of the Regulations promulgated by the Yachting Section.

2. EFFECTIVE DATE

The Parties hereby agree that they shall not be bound by the terms of Clauses 3 to 7 and 9 to 13 of this Agreement until after the Operative Date. If the Operative Date shall not have occurred before 30 July 2013 the then future obligations of the Parties under this Agreement shall cease but without prejudice to any prior obligations, rights, or remedies under or relating to this Agreement

3. TRANSFER OF KESTREL AND PUFFIN

3.1 CUCrC(GC) and YS(C) shall transfer all of their or either of their rights, title and interest in and to Kestrel and the Puffin Share to the CUYC Trustees (as trustees for New CUYC) on the Transfer Date.

4. TRANSFER OF YACHTING EQUIPMENT

4.1 CUCrC(GC) and YS(C) shall transfer all and any title right or interest that they or either of them may have in the Yachting Equipment to New CUYC on the Transfer Date.

5. TRANSFER OF YACHTING BALANCE

5.1 CUCrC(GC) shall on the Transfer Date renounce all claims to the CUYC Bank Accounts.

6. LOAN AGREEMENT

6.1 On the Transfer Date:

6.1.1 The Loan Agreement shall terminate and all rights and obligations under it (if any) shall cease.

6.1.2 CUYC(C) shall become obliged to pay to CUCrC a sum of £5,000 (which shall be treated as a loan by CUCrC to New CUYC) by 30 July 2017 at the latest together with interest at 0.5% above Bank of England base rate per annum from the Transfer Date until repayment.

7. RELEASE OF CLAIMS

7.1 CUYC(C) and YS(C) agree and accept that this Agreement and the transfers made under it are made in full and final settlement of any claims which New CUYC or the Yachting Section or the members or former members or committees of either of them have or may have to or in any asset of any description (including money) held by or for the benefit of CUCrC.

8. CO-OPERATION AND IMPLEMENTATION

8.1 CUYC(C) agrees and agrees to procure that the committees and members from time to time of New CUYC shall comply with the terms of this Agreement.

9. USE OF CUCrC BURGEE

9.1 Until such a time as the New CUYC design and promulgate their own burgee, they will continue to use the CUCrC burgee only alongside the name 'Cambridge University Yacht Club' and only whilst registered with the Proctors Office

10. CONDUCT OF ACTIVITIES OF CUCrC AND CUYC

10.1 Subject to 10.3, New CUYC will not:

(a) offer, or purport to offer activities involving Dinghy Sailing, Dinghy Racing, Windsurfing nor Kite-surfing nor the RYA National Sailing Scheme syllabus.

(b) hold itself out as the only or main sailing club of the University of Cambridge;

(c) purport to be a successor entity of CUCrC.

- 10.2 Subject to 10.3, CUCrC will not:
- (a) offer, or purport to offer activities involving Yacht Sailing, Yacht Racing, Yacht Instruction nor the RYA Sail Cruising Syllabus (and any future RYA Yacht Cruising Syllabi) including Shorebased Courses;
 - (b) hold itself out as the only or main sailing club of the University of Cambridge;
- 10.3 If either club wishes to undertake any activity running counter to either Clauses 10.1 or 10.2 they may do so only after permission from the other parties.
- 10.4 If there are any shared costs for activities undertaken by both clubs, such as BUSA affiliations, negotiations between the Commodores of the respective clubs will determine the split. If no agreement can be reached, the fee shall be split equally.

11. FUTURE FUNDING

- 11.1 The CUCrC and New CUYC shall be entitled to apply for funding in accordance with the requirements and practices of the University of Cambridge and its Societies and Sports Syndicates.

12. VARSITY MATCHES

- 12.1 The Parties acknowledge that as at the date of this Agreement, there are four sailing varsity matches (together the “*Varsity Matches*”) against Oxford University which are held each year:
- (a) a non-gender specific team racing varsity match held for the Yule Oldham (Varsity) Cup (the *Team Racing Varsity Match*);
 - (b) a ladies team racing varsity match held for the Ladies Plate (the *Ladies Varsity Match*); and
 - (c) a non-gender specific windsurfing match held for the Driftwood Trophy involving fleet racing on Windsurfing Boards (the *Windsurfing Varsity Match*); and
 - (d) a non-gender specific yacht racing varsity match held for the Queenborough Cup involving fleet racing in Yachts (the *Yachting Varsity Match*)
- 12.2 The Parties agree that CUCrC shall continue to have the right to challenge, or receive a challenge from, Oxford in relation to the Team Racing Varsity Match, the Ladies Varsity Match and the Windsurfing Varsity Match and shall remain responsible for communication on sailing matters pertaining to only those events with the Sports Syndicate and the Blues Committee. The New CUYC shall continue to have the right to challenge, or receive a challenge from, Oxford in relation to the Yachting Varsity Match and shall remain responsible for communication on sailing matters pertaining to only that event with the Sports Syndicate and the Blues Committee

13. TROPHIES

- 13.1 There will be no transfer of trophies. However, New CUYC may continue to use the Queenborough Cup as the trophy for the Yachting Varsity Match.

14. REPRESENTATIONS AND WARRANTIES

- 14.1 The executing individuals of the second part (CUYC(C)) warrant that they have authority to enter into this agreement on behalf of the Committee of New CUYC and on behalf of all members of New CUYC in their capacities as such.
- 14.2 The executing individuals of the third part (YS(C)) warrant that they have authority to enter into this agreement on behalf of the Committee of the Yachting Section.
- 14.3 The executing individuals of all parts warrant that the information they have provided with regard to current arrangements, bank accounts and the yachts Kestrel and Puffin is comprehensive and accurate to the best of their abilities.

15. FURTHER ASSURANCES

Each party to this Agreement agrees to take all reasonable steps to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all such further documents as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to the agreements above, and as any other party may, from time to time, reasonably request for the purpose of implementing the agreements above.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

17. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms of this Agreement may be enforced by or on behalf of the persons in whom from time to time the benefit of them may be or become vested but subject thereto a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement are governed by English law.
- 18.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with:
- (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and
 - (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

THIS AGREEMENT has been executed on the date stated at the beginning of this Agreement

Ian Liddell

Dan Murray

Honor Fell

Giulia Tyzack

Tom Ridgman

Matthew Scott

SCHEDULE 1
AMENDED AND RESTATED CUCRC CONSTITUTION

(SEE NEXT PAGE)

CAMBRIDGE
UNIVERSITY CRUISING
CLUB

CONSTITUTION

ISSUE 5 – MARCH 2013

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A. NAME, OBJECTS, MEMBERSHIP

1. The Club shall be called "The Cambridge University Cruising Club" (with the acronym of CUCrC).
2. "Current students" shall be taken to mean current undergraduate or postgraduate students.
3. The Objects of the Club shall be:
 - i. To provide education in and encourage the sports of sailing (yachting, windsurfing and dinghy sailing) in both a competitive and non-competitive manner.
 - ii. To provide opportunities for instruction in the sports of sailing (yachting, windsurfing, and dinghy sailing).
 - iii. To promote discussion of the sports of sailing (yachting, windsurfing, and dinghy sailing).
4. There shall be five classes of membership: Junior Ordinary, Senior Ordinary, Affiliate, Honorary and Alumni.
5. Ordinary Membership of the club shall be confined to members of the University of Cambridge and current students at other institutions of Higher Education. Those who are current students shall be Junior Ordinary Members. All other Ordinary Members shall be Senior Ordinary Members.
6. Affiliate Membership shall be confined to such categories of persons as the General Committee shall from time to time decide, and publish in the Club Regulations.
7. Alumni Membership shall be open to all who have previously held a membership of the club.
8. Benefit of the sailing equipment, property, and memberships of external organisations of the club shall be restricted to Junior Ordinary Members.
9. The sole exception to this shall be to allow Senior Ordinary and Affiliate Members access to those facilities required for the teaching, supervision or safety cover of Junior Ordinary Members whilst executing their duties in these areas.
 - i. This section does not prevent the participation of Senior Ordinary, Senior Affiliate, and Junior Affiliate Members in activities that do not make use of the Club's own equipment or memberships of external organisations. These activities may include all sports of sailing (yachting, windsurfing, dinghy sailing).
10. At the discretion of the General Committee, Day Membership may be granted for a fee, for the purpose of sampling or viewing the facilities and sailing waters the Club has to offer. This shall not however contravene Sections A4-8. The details for day membership shall be decided by the General Committee and published in the Club Regulations. Day Members may not race in Club events or vote at meetings.
11. Honorary Life Membership may be granted by a General Meeting of the Club to persons whom the club specially desires to honour, where not less than two thirds of the Members present vote to pass the resolution.
12. Honorary Membership may be granted for a limited period by the General Committee to those to whom it is desired to show hospitality and officers of

- other yacht clubs as a mark of appreciation of their interest and assistance.
13. Honorary Members shall pay no membership fee, but will in all other respects be given the rights of the membership set out in Sections A4-7 that their educational status dictates. A list of Honorary Members and Honorary Life Members shall appear in the Club Regulations.
 14. Memberships shall be administered by an Officer or Officers of the General Committee as set out in the Club Regulations. Any cases of uncertain eligibility shall be referred to the General Committee for decision.
 15. No application by a person eligible for membership shall be rejected except by resolution of the General Committee.
 16. All members other than Honorary Members shall pay such entrance fees and subscriptions as shall be decided by the General Committee from time to time and published in the Club Regulations.

B. CONDUCT OF MEMBERS

1. Prior to participating in Club activities, every Member will explicitly undertake to comply with the Club Regulations by signing an acceptance form of the rules and regulations. Any refusal to do so, or any conduct which, in the opinion of the General Committee is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a member liable to expulsion by the General Committee.
2. Expulsion from the Club shall occur only after the Member has been given the opportunity, accompanied by a third party, of defending himself or resigning his membership.
3. The vote on a resolution for expulsion shall be by ballot, and the resolution shall only be carried if not less than two-thirds of the General Committee present vote in favour of the resolution.
4. A person so expelled shall not be eligible for future membership except by resolution of the General Committee.
5. Persons associated with the club but without membership implicitly undertake to behave in a respectable manner if participating in Club events, such as social occasions, and not to bring the Club into disrepute.
6. No member shall use his association with the Club as a means to private profit without the prior consent of the General Committee.
7. No member of the General Committee shall acquire any interest in property belonging to the Club (other than as a trustee for the Club) or receive remuneration or be interested (other than as a member of the General Committee) other than by agreement entered into by the General Committees.
8. Any Notice required to be served on any Member of the Club shall be in writing and shall be served by the Junior Secretary on any member either personally or by sending it through the post in a letter addressed to such member at his or her last known address in the United Kingdom, and any letter so sent shall be deemed to have been received within 10 days of posting.

C. OFFICERS, COMMITTEES, AND TRUSTEES

1. The Club shall include the following Sections:
 - i. Dinghy Sailing Section

- ii. Team Racing ~~Dinghy~~ Section
 - iii. Windsurfing Section
2. There shall be the following Committees of the Club:
 - i. General Committee
 - ii. Dinghy Sailing Committee
 - iii. Team Racing Committee
 - iv. Windsurfing Committee
 3. The General Committee shall comprise Senior Members and Junior Members. The Officers of the General Committee shall be:
 - i. President (Senior Member)
 - ii. Commodore (Junior Member)
 - iii. Senior Treasurer (Senior Member)
 - iv. Senior Secretary (Senior Member)
 - v. Junior Secretary (Junior Member)
 - vi. Junior Treasurer (Junior Member)
 - vii. Two other Senior Members, with responsibilities to be decided by the General Committee and published in the Club Regulations (Senior Members)
 - viii. Social Secretary (Junior Member)
 - ix. One member from each Section, to be decided by each Section Committee
 4. Each member of the General Committee shall have one vote, with exceptions of the Social Secretary who shall not vote, and the nominated members from each section who shall each have two votes.
 5. The positions within the Section Committees shall be published in the Club Regulations. Each Section shall contain as a minimum a Head of Section, responsible for all the activities of the Section.
 6. Full job descriptions of the Officers of the Committees of the Club outlined in C2 shall be published in the Club Regulations. In addition, the minimum duties and responsibilities of the Officers of the General Committee are as follows:
 - i. The President shall be head of the Club and shall have overall responsibility for all activities of the Club.
 - ii. The Commodore shall be responsible for the operational organisation of the Club, ensuring its efficient day-to-day running, and co-ordination between the Sections.
 - iii. The Senior Treasurer shall be resident in Cambridge, and shall act in accordance with the regulations of the Junior Proctor for club and societies.
 - iv. The Senior Secretary shall maintain the minutes and records of General Committee Meetings.

- v. The Junior Secretary shall maintain membership records collated from the Sections.
 - vi. The Heads of Sections shall be responsible for the proper running of their respective Sections and must authorise all Club activities within their sport of sailing.
7. The title to all land held by or in trust for the Club and the title to all investments held by or on behalf of the Club (the 'real property') shall be vested by the General Committee as follows:
- i. The real property of the Club shall be vested in three or four trustees, who shall be elected by the General Committee, and each of whom shall hold office until death, resignation or revocation of his appointment by the General Committee. The trustees shall deal with property in accordance with the lawful directions of the General Committee. Provided they act only in accordance with the lawful directions of the General Committee, the holding trustees shall not be liable for the acts and defaults of its members
 - ii. If holding trustees as described above have not been appointed, then the General Committee may permit the real property of the club to held in the name of a clearing bank, trust corporation or any stock-broking company which is a member of the International Stock Exchange (or any subsidiary of any such stock-broking company) as nominee for the General Committee, and may pay such a nominee reasonable and proper remuneration for acting as such.
8. The proceedings of the Committees shall not be invalidated by any vacancy among their number or by any failure to appoint or any defect in the appointment or qualification of any Officer.
9. An Officer of a Committee shall cease to hold office if he or she:
- i. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her affairs.
 - ii. Is absent without the permission of the Committee from all their meetings held within a period of six months and the Committee resolve that his or her office be vacated.
 - iii. Notifies to the Committee a wish to resign. (In the case of the General Committee, at least three Officers of the General Committee must remain in office when the notice of resignation is to take effect).

D. MEETINGS AND ELECTIONS

1. Each academic year there shall be a meeting of the Club in Cambridge to be called the Annual General Meeting. This shall be open to all and notice of the meeting shall be given to all Members at least twenty-one days in advance.
2. The General Committee shall present to each Annual General Meeting the report and accounts for the Club ~~charity~~ for the preceding year. A copy of the audited accounts for the previous year shall be supplied to any Member who requests it, and the notice for the Annual General Meeting shall contain a reminder to this effect, including the name and address of the Officer to whom the request should be made.

3. The General Committee can at any time convene a Special General Meeting, and must do so if called upon by at least ten Ordinary Members in writing, of which not less than 21 days' Notice (stating the terms of the resolution to be proposed) shall be given.
4. Every Ordinary member shall have one vote at General Meetings. Affiliate and Honorary members shall not vote.
5. The quorum at a General Meeting of the Club shall be one-tenth of the number of all current members with voting rights. In addition, for all resolutions, the majority of the quorum must be by Junior Members.
6. The Senior Secretary, or other person specially appointed, shall keep a full record of proceedings at every General Meeting of the Club.
7. If the General Committee decides that it is necessary or advisable to dissolve the Club it shall call a Special General Meeting, In addition to Rules and Regulations applying to General Meetings, for this resolution, the quorum shall be two-thirds of all current members of the club. If this resolution is passed, the General Committee shall have power to realise any assets held by or on behalf of the Club. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to the University.
8. There shall be at least one meeting per term of the General Committee. A General Committee Meeting may be called at any time by the Commodore, or any two members of the General Committee upon not less than 7 days' notice being given.
9. At General Committee Meetings the President, or an Officer appointed by him, shall take the chair. Every matter shall be determined by a majority of votes. The Chairman has a vote, and in the case of equality of votes shall exercise ~~se~~ a second or casting vote in the direction of least change.
10. The quorum at a meeting of the General Committee shall be eight, with a majority of those present being Junior Members.
11. Sections shall hold meetings as needed, and published in the Club Regulations.
12. In each meeting of the General Committee, a person shall be appointed to keep minutes. Following the meeting, they shall be made available to the Junior Secretary, who will ensure that they are properly displayed and available to all members of the Club, excepting any items considered reserved for personal or confidential reasons. Regulations concerning minutes of Section Committee Meetings shall be published in the Club Regulations.
13. The Senior Members of the General Committee shall be elected at the Annual General Meeting of the Club by the Ordinary Membership, by a simple majority.
14. The Commodore, Junior Secretary, Junior Treasurer and Social Secretary shall be elected at an Annual Junior Members' Meeting by the Junior Ordinary Membership, by simple majority. At this meeting the details of the Officers of the Section Committees shall also be announced.
15. The Officers of the Section Committees shall be elected in a fair manner by a majority vote at a Section Meeting by the Ordinary Membership.
16. Nominations for all elections shall be made in writing to the appointed returning officer, and a list of nominations posted not less than five days before the elections. In the case of elections to the General Committee the returning officer shall be the outgoing Commodore.

E. CONSTITUTION AND CLUB REGULATIONS

1. The Constitution may be altered only by a resolution passed by not less than two-thirds of the Officers of the General Committee.
2. A General Meeting of the Club must ratify any changes to the Constitution within three months of the change. Ratification shall require a two thirds majority of the Members present and eligible to vote. If the changes are not ratified, the Constitution will revert to the most recent ratified version, for the remaining duration of the academic year. Ratification - The notice of the General Meeting of the Club must include notice of the resolution, setting out the terms of the alteration for which ratification is sought.
3. Any Member may propose, in writing, a constitutional change, which is seconded by at least 10 other Members of the Club, for the consideration of the General Committee. The proposal and response shall be published in an accessible form for all members of the club to view.
4. In addition to this Constitution there shall be a set of Club Regulations.
5. The Club Regulations shall be decided by, and may be changed from time to time by the General Committee or Section Committee pertaining to their part of the Club Regulations. They shall include such matters as are specifically referred to in the Constitution, reiterating important elements of the Constitution where appropriate, and may include other matters that are not in conflict with the Constitution. No regulation may be made which is inconsistent with this Constitution.
6. The General Committee shall decide any question of doubt with the interpretation or validity of any Club Regulation.
7. The Constitution and Club Regulations shall be published in an accessible means.

Version 9: March 2013

**CUCrC and CUYC COMPROMISE AND
SEPARATION AGREEMENT**

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