

## The Soar Syndicate

Constitution, and Guidelines, as agreed - January 2025

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### Aims

The Syndicate has two basic aims which are;

To have a friendly, democratic, flexible and communicative membership which enables members both to sail together and/or with their friends and relations.

Notwithstanding the constraints of maintaining Saor in a safe, seaworthy condition, keep costs to a minimum such that it is affordable by all, while being deemed worthwhile by those who do not have time to sail very often.

### Membership & Finance

The founding Saor start up syndicate consists of 6 members, with a view to increasing to 8.

Any new members have to have the approval of all current members at that time.

The start up contribution was £4000 each - giving £24000.

In an attempt to reimburse additional costs incurred during set up and to virtually equalise the actual asset purchase costs, future members 7 & 8 will each pay £3000 for their introductory ownership share. This £3000 will be split

equally between the original 6, resulting in all 8 members paying £3k, plus annual running costs. Dependent upon when they join, new members will also have to pay a pro-rata contribution to the current annual running costs.

Should any syndicate member decide to leave and sell their share, they are free to sell at whatever value they wish, and the new member will then be entitled to a full share of Soar. Annual running costs contributions will be covered by seller/buyer pro/rata as necessary. No matter what is paid, the new buyer will be entitled to/have full responsibility for all that goes with the one full share they have purchased.

Annual running costs contributions will be agreed at AGM or as necessary.

#### **Saor Constitution:**

Members of the syndicate agree to accept this Constitution on joining.

The syndicate will be organised with a formal structure with Officer positions as follows.

- Chairman/Secretary
- Treasurer
- Bosun
- Webmaster.
- Officers are to be elected yearly at the annual AGM or in the event of a vacancy ASAP.

The syndicate start up shall consist of 6 members with a view to increasing to 8.

**For the purposes of the constitution, it will be assumed we have 8 members.**

If this is not the case then any reference to 8 will be replaced by the number of members we actually have. There

will be no half share holdings.

1. Each full share carries following entitlement/responsibility:

- One deciding vote. (Decisions are to be by majority voting with the Chairman having the casting vote).
- Entitlement to an eighth share of the value of Saor and her ancillary gear were she to be sold.
- A requirement to fund one eighth of the agreed annual costs as agreed at the AGM and any exceptional costs at other times of the year.
- An equitable share of the sailing time.
- An equitable share of the maintenance workload.
- 2. The Constitution provides a mechanism for ensuring that as far as possible membership changes can be accommodated while allowing the syndicate to continue, but with its dissolution having to be considered as a last resort.

1. Individual Bills of Sale documents are to be prepared when membership changes occur.

2. Members are free to sell their share for whatever they can get and the buyer has full single share entitlement/responsibility regardless what they pay.

3. For insurance valuation purposes the declared capital value can be adjusted when required by a three quarter majority vote calling for an assessor's report or by otherwise determining the market value.

3. Arrangements for a member wishing to leave the syndicate.

1. The leaving member should find a replacement member with the support and subject to the approval of the remaining members which shall not be unreasonably withheld. New members should be subject to a simple vetting process, sailing ability, skills, experience, and perceived "fit". If they are "known" to the syndicate so much the better. Potential new members need the approval of all current

members.

2. The leaving member will be liable for full annual dues/ until his/her share is sold.

3. The new member joins the syndicate when he/she has purchased the leaving member's share in full and becomes liable from that date for all costs that were not covered and paid for by the leaving member. The Treasurer may advise the proportion of the annual dues spent so far on maintenance to the leaving and joining member and responsibility for negotiations on the proportions paid by each shall lie with them alone.

4. In the event of the death of a syndicate member, the responsibility of appointing a new member would rest with the remaining syndicate members, and the value of the sale (reasonable market value) will be reimbursed to the deceased estate upon completion. Consultation would be enjoined with the deceased family beforehand in case they wished to put forward a family member as a candidate for membership.

4. The annual AGM is normally held on a date in November, usually soon after lift out so that any matters arising re hull etc. can be addressed in the meeting.

5. Extraordinary Meetings may be called as necessary if requested by a simple majority. A simple majority is required to be quorate.

6. Unless unavoidable, all officers and members should be present in person or remotely.

7. The equitable use of the yacht and details of how bookings are made is detailed in the 'Booking Arrangements' section below.

8. Dates for the cruise 'blocks' are agreed if possible at or before the AGM.

9. The syndicate pays for home berthing fees. All berthing/mooring/anchoring fees etc. away from our home port are the responsibility of the crew. The only exceptions to this that may be considered at the discretion of the Chair and Treasurer is where additional and unexpected berthing

fees are unavoidably incurred for the benefit of the syndicate as a whole. For example this could apply on the delivery/recovery passages on an extended syndicate cruise.

10. Any members not participating in an extended cruise are not expected to pay, directly or indirectly, for any berthing, mooring or anchoring charges during a cruise.

11. A no-fault approach to the occasional accident and losses overboard is recognised as promoting the best overall interests of the syndicate and in keeping with its stated ethos. The arrangements for the repair/loss to be made good would be the responsibility of the member concerned with the syndicate funding any costs involved and after approval of the Treasurer. The Bosun should be consulted where possible as necessary.

12. Significant near misses as well as accidents should be recorded briefly in the log and e-mailed to all members in more detail so everyone may learn from such incidents.

13. On completion of each usage the outgoing crew should leave the boat in a clean, tidy and sail able condition for the next crew.

14. Unused foodstuffs not on the approved stock list, and personal belongings should be removed - Mantra is Take it on - Take it off, If members wish to leave unopened water/wine or beer, that is fine.. Just don't moan if it gets drunk.

15. Record any faults logged.

16. Upon disembarkation, the fuel tank should ideally be at minimum of 75% full and at least one full jerry can.

17. Water bladders should be filled as required. (Note it is a very large tank, for day to day sailing do not fill to capacity.)

18. Ongoing fuel/PG kitty should be placed in the on board honesty box and contributions made as follows:

a) £2 every time you use Saor: this is to cover getting out/into Marina, to/from an area just off SYH to hoist/lower sails.

b) Anything beyond that, a simple hourly rate based on full or partial hours and initially set at £5.00 an hour. (Rate to be reviewed).

c) Replacement gas canisters should be funded from the honesty box.

19. Not-in-budget items should only be purchased for breakdown, essential maintenance and safety reasons and although agreement should be sought beforehand, this may not always be possible, in which case members are to be informed afterwards. Any proposed purchase falling outside these criteria will require a 75% acceptance vote after all members have been notified. There is no need to obtain prior agreement for consumables and petty cash purchases needed to keep the boat operational. The Treasurer will have to be satisfied of the justification of any items not discussed beforehand.

20. Sailing Restrictions, SAOR has the following restrictions on its usage:

Inland and Territorial Coastal Waters

UK Channel Islands, Ireland and European  
Continental waters between Elbe and Brest.

Ideally always minimum of two on board when underway.

In the hours of darkness, ideally 3 persons on board, but accepted there may be occasions when only two on board.

OBVIOUSLY THIS DOCUMENT CANNOT COVER EVERY EVENTUALLY.

## **OFFICER DUTIES/RESPONSIBILITIES**

### CHAIRMAN

- To chair meetings and to ensure that as far as possible consensus prevails.
- Arrange and Minute those meetings.
- Maintain Small Ships Registration registration
- Maintain the Safety Identification Scheme registration.
- The PLB Personal Locator
- The Ship Radio VHF Licence.
- With the Treasurer - deal with the syndicate's correspondence, particularly with regard to insurance and berthing.

### TREASURER

- With the Chairman, deal with the syndicate's correspondence.
- To prepare Bills of Sale and to ensure that past Bills are

maintained.

- Ensuring Soar is always fully insured.
- Ensure Annual Berthing fees are paid and up to date.

#### WEBMASTER

1. To set up and maintain a member accessible booking calendar.
2. To set up and maintain a web site for general public viewing, with restricted access areas for members only.
3. Working with Bosun to create a list of maintenance jobs for status tracking , so members can see what is outstanding, and volunteer their time as appropriate.
4. Instruction manuals and videos.
5. Trip Blogs and Photo Gallery.
6. Record Documents such as Constitution & AGM Minutes. Other documents/information as deemed necessary/useful.

#### BOSUN

1. To prepare an approximately costed list of annual and outstanding maintenance jobs and to propose any capital requirements needed for consideration by members at the annual AGM.
2. Obtain agreement on the allocation of jobs to be done by volunteers and those by professionals with the voluntary work being shared equitably between members as far as possible.
3. To give advice as to sourcing of potential replacement/additional equipment.
4. Maintain the Life raft.
5. Maintain the Flares (in so far as they remain a safety requirement)
6. Maintain the the Fire Extinguishers and other items that may from time to time be required to be updated.



Saor - Calendar and booking arrangements.

- Summer Cruise weeks will be pre-allocated in the calendar and allowance made for delivery and recovery passages as necessary.
- Full share members may book as and when, they wish subject to availability.
- This relaxed booking system, is dependant upon members being reasonable in the number of days they take/book up.
- If it is found individual members are abusing the system and over booking/using , then the system will be reviewed.  
NOTE: if Saor is unbooked, and subsequently members are booking days at very short notice to utilise Saor, rather than have it sit there in the berth, This will not be held against them as over use.
- In advance of the calendar opening for bookings members may be invited to express any periods that they particularly

desire. For the avoidance of doubt, members are only to request weeks on this basis in extremis. It should not be used simply to secure a preferred period ahead of the opening of the calendar. Where such a request is made, all other members will be given adequate opportunity to express any contention for the same week. Should such contention not be resolvable by negotiation, lots will be drawn to determine which member secures the period.

- Any week bookings start and end at Friday 1600hrs This is the designated handover time and the boat must be made available in a "handover" condition at these times, unless an alternative handover time has been mutually agreed between the disembarking and embarking member.
- For day bookings the day starts at 08:00 and again should a member have stayed overnight from the day before the boat must be made available in a "handover" condition at these times.
- Members will be free to use their booked days as personal/family days or to invite other members to join them.

#### SAILING IN NON UK WATERS

At present SAOR is not set up for sailing in NON UK Waters. However in the event we go that route in the future.

- All fuel receipts showing duty paid must be retained and kept in the front sleeve of the Ships Papers folder so that EU officials inspecting the boat can justify the boat carrying red diesel by checking when Saor was last topped up with it in the UK . It is not acceptable to carry red diesel in portable containers while in EU waters.
- Ships papers should be checked that they are complete. Bills of Sale must also be carried when in EU waters as it satisfies their officials that Saor was built prior to VAT duty being implemented and that she has been kept in EU waters at each exchange of ownership.

- Care should be taken to check the expiry date of flares when visiting foreign waters.
- When in inland EU waters:- - Ensure that someone holds a Certificate of Competence.
- In Holland the CEVNI rules have to be carried.
- In Holland a Porta Potti or sanitary bags should be carried in inland waters in lieu of a waste tank.
- Crew should carry GHIC cards (or their successors) for medical treatment and travel insurance, plus the ability to prove they are in compliance
- When applicable during daylight, it is usually considered advisable when in Spanish and Portuguese waters to hoist anchor and motoring shapes
- Responsibility to comply with the requirements of any nation or authority when visiting or passing through their waters, including within UK waters, lies with the crew on board at the time. Any costs arising from a failure to observe such requirements remains the responsibility of the crew. The only exception may be if the Syndicate or its officers had failed to comply with any requirements that equally apply in home waters and the crew were unaware of this.