



SHOESTRING GROUP MEMBERSHIP AGREEMENT MAY 2017

Objectives of Shoestring Group

To maintain a Group of Members and own sailing and other types of boat for learning, recreation and sport on the Mar Menor, with the responsibilities and costs shared equally by all Members and managed by a Committee, elected at each AGM.

To be guided by the content of the Membership Agreement and Operational Notes.

To encourage Members to engage in contributing to the general running of the Group, upkeep and maintenance of the boats, and in any decision-making affecting the Membership Agreement, Member or Committee meetings and boats, changes, operations or maintenance.

To encourage education and learning and help Members gain experience of safe sailing through joint ownership of the Group's boats, and to offer non-members the opportunity to experience sailing prior to becoming Members.

To encourage and develop a social interaction and friendship between Members in respect of sailing activities and other agreed social and recreational activities.

To maintain a respectful, constructive and contributory relationship with "[CTD](#)" (*Centro de Tecnificación Deportiva Infanta Cristina*), the Murcia Sports School formerly known as "CAR" – Centro de Alto Rendimiento MAR MENOR, where the Group's Boats are stored and facilities are provided for an annual boat storage rental fee.

To be affiliated to the Spanish registered Sports Association "[Sailing Association Mar Menor](#)" (SAMM) and ensure all Shoestring Group Members have their Annual Fees paid to that Association and are registered with that Association for the benefits it provides.

The Group

SHOESTRING GROUP is formalised through this Membership Agreement. The Group will consist of; Capital Members who paid the original equal shares of €500 and whose shares diminish by an agreed amount each year, followed by payments of the Annual Membership Fee each December.

Non-Capital Members who pay a non-refundable joining fee of €250, paid up in full at commencement of their Membership together with a pro rata payment of the Annual Membership Fee, followed by payments of the Annual Membership Fee each December. Changes to the Fees may be made by the AGM.

A list of Members and their contact details are available on the [Shoestring website](#) and all Members are encouraged to communicate via the [Forum](#) or a personal email account, the address of which should be given in the Membership Application Form. Personal logins for the website, Forum and Calendar are issued on joining.

The Group will be administered by a Committee, consisting of a Chairman, Treasurer, Secretary, Membership Manager, Assistant Secretary and Webmaster, Training and Safety Officer, Maintenance Manager, Assistant Maintenance Manager and any additional Committee Members as the AGM determines. The Secretary position may be an honorary position for Minutes only but if so, will only be a Committee position at the discretion of the Committee.

Members will meet regularly at Annual, Extraordinary, General, or informal meetings, called as necessary to collectively learn, discuss experiences, practice skills, agree resolutions, and further the stated objectives.



All Members are expected to make their best effort to attend the Annual General Meeting (notified by email and on the [Shoestring Website Forum](#)) to discuss the matters notified beforehand on the AGM Agenda, or provide apologies to the Secretary, identifying any issues they might have and an indication of their support for any Agenda item requiring a vote. A minimum of 15 members will be regarded as a quorum for an AGM or EGM.

The Group will purchase and own assets in accordance with majority resolutions at a General Meeting, with the costs being met by Membership contributions and boat maintenance income.

The boat maintenance and annual running costs of the Group (boat storage fees, insurance, boat repair and maintenance costs, ad hoc expenses), will be met by the Annual Membership Fee agreed at the Annual General Meeting and payable by Members each December.

Members are expected to read and understand the "Operational Notes" and treat them as Rules to adhere to, for the safe Operation of Shoestring Group.

Finance

Shoestring Group will be non-profit making. Bank accounts may be held in the name of the Treasurer (if a Spanish resident) or in the name of two resident Members of Committee, in accordance with Spanish banking procedures. Conditions of operation of the Shoestring Accounts can be obtained from the Treasurer.

Capital Members may be entitled to a refund of their share cost on leaving the Group but such repayment will be reduced by €50 each year from May 2012, until it reaches zero in May 2021.

New Members from May 2015, will be entitled a trial period of three Months on joining, during which they may be entitled to a refund at the discretion of the Committee, but entitled to no refund on leaving the Group. Any residual monies from Annual Membership Fees, after payment of all normal running costs, will be added to general funds to purchase additional assets. Such expenditure will only be approved by the majority of Members at a formal meeting (including email agreement). Annual and occasional Accounts will be prepared as necessary by the Treasurer.

Should available funds be insufficient for any agreed specific items of expenditure, each Member will be requested to contribute equally to make good any shortfall, after suitable discussion at a meeting or by email.

The Treasurer shall estimate the funds required for the following year and propose an Annual Membership Fee at each Annual General Meeting and provide Budget updates as necessary.

Both the Chairman and Treasurer shall together have discretion in exceptional individual cases, to temporarily defer, stage or stagger any payments a new or existing Member may require to make. Such decisions will be shared with the Committee and recorded on the Minutes Page of the Shoestring website.

Membership

Anyone sufficiently fit and competent, accredited by the Safety and Training Officer and accepted by the Members, may become a Shoestring Group Member on payment of the appropriate fees. New members should have reasonable sailing experience up to at least [RYA "Level 1 \(Start Sailing\)"](#) or obtain that competence prior to joining and be able to show any existing competence level.

Shoestring Group may determine at a quorate meeting and/or by a majority of email respondents, to give an Honorary Membership to a Member who has contributed exemplary service to the Group for any reason, where only the SAMM Membership Fees will be charged. Such Honorary Membership will be renewable on an annual basis at the AGM and may commence at any agreed time and will not attract any payment or



honorarium for any services rendered thereafter. With the exception of Secretary, Honorary Members may not become Committee Members but they may be invited to attend a Committee Meeting, in a non-voting capacity.

The Shoestring Group Committee will have absolute discretion as regards the conditions of Honorary Membership, in terms of activities permitted. For example, the Group's first Honorary Member, Honorary Training and Safety Officer, has the following conditions imposed;

1. Honorary member for one year from appointment, renewable at the AGM if agreed.
2. Allowed to book any of the boats for training purposes.
3. Can sail with any other member who has booked for any purpose.
4. Shall help with the maintenance and cleaning of the boats etc. i.e. acts as any normal Member should.
5. Maintains a training schedule as per the Agreement "Operational Note 1" and reports to the Chairman and Membership Secretary on the progress of all trainees.
6. Keeps up to date, the necessary List of Skills required for New Members.

Group or Member Termination

In the event that the Group decide it is uneconomic to maintain its boat(s), the Committee will arrange disposal and the proceeds will subsequently be distributed equally between the entitled Members, along with an account of the Group's affairs to that date. The Group Chair shall then formally notify the SAMM Commodore that the Group has ceased operating.

When a Capital Member resigns for any reason, their entitlement to the refund of the value of their remaining share shall be agreed by the Committee and payment shall be made at an agreed date. The rate of refund shall be effective of the date of formal resignation, which must be by letter or email to the Chairman or Secretary. If monies are not available to make the refund, the Membership Share will be refunded only when Shoestring group accounts can show that this will not affect the operation of the Group. No refund of the Annual Maintenance Fee will be made except at the discretion of the Committee

When a non-Capital member resigns for any reason by formal means, no refund is payable, except at the discretion of the Committee.

Should a Capital Member die, the remaining Membership Share will be refunded to their estate or as previously directed.

Insurance

Fully comprehensive insurance is in place to cover for all loss or damage to the boat and third party claims, to at least the legal minimum requirement under Spanish law. Whilst personal injury to any person sailing on the boat will be covered to the declared extent, Members should ensure that the level of cover is sufficient for their health and requirements, and insure privately as necessary.

A laminated copy of the Shoestring Group Insurance Certificate will be kept in each boat and also available on the Group's [website Documents page](#). Passengers and crew will be treated equally under the terms of the insurance. It is the responsibility of the booking Member to see that the crew are fully aware of the insurance limitations before embarkation. Any claims arising must be reported to the Group Chair, who will help co-ordinate the claim with the Insurers.

Default Penalty

Any Member agreed by the Group to be in default of the agreed rules and/or payments may, on the agreement of the majority of Members at a notified quorate meeting, either lose their Capital Member share, their right to remain a Member or agree to pay any proven costs that may be incurred to correct their actions.



Should a Membership be formally cancelled by the Committee for whatever reason, the Group will only refund any monies owed after all justified expenses caused by the default, have been settled against that amount. An appeal will be allowed by the Member directly to the SAMM Commodore in such a case of default and the finding of any such enquiry panel will be final.

Dispute

Should a Member, supported by at least three other members, have a dispute on any matter or action affecting the boat(s), or the content of the Membership Agreement or Operational Notes, the matter must be notified to a Committee Member who will subsequently notify all other Committee Members. It will then be placed on the Agenda of a Committee Meeting, where a decision will be reached as to refer the matter to an EGM or AGM, at which the majority decision will prevail. The Agreement or Operational Notes shall be subsequently amended to reflect the change.

In the event of dissatisfaction with such a majority decision, the matter can be put in writing to the Committee who will ensure that an independent Sailing Association Mar Menor (SAMM) Committee will act as arbitrator. The arbitrator’s word will be final and be notified to the complainant.

Any relevant specific ruling by an elected Officer of the Group must be followed and any subsequent dispute dealt with as above.

Declaration Note

A Shoestring Group Member will take on all responsibilities, guidance and duties contained in this Membership Agreement, and put into practice of all of the Operational Notes.

There will be additional Operational Notes created and modified and circulated to all Members from time to time, which Members must read, understand and put into practice, to ensure the safety and maintenance of the boats and the safety of the users of the boats. Such changes will be notified by email to all Members immediately after Committee agreement and also posted on the [Shoestring website](#), under “[Documents](#)”.

Subject to proof of anyone disregarding this Agreement, they may be called upon by the Officers of the Group, at a formal meeting, to relinquish their membership without compensation.

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