



# Antigua Yacht Club

English Harbour, Antigua, West Indies  
Office Tel: (268) 460-1799/460-6128

email: [ayc@yachtclub.ag](mailto:ayc@yachtclub.ag)

website: [www.antiguayachtclub.com](http://www.antiguayachtclub.com)

November 18th, 2024

Dear AYC members

I write to you in advance of the AGM next week to appraise you of the current state of our relationship with South West Trading (SWT), the present owner of the marina and dock. The club has previously signed four mutual agreements with SWT between 1988 and 2016 concerning the building and extensions of the new dock and the marina buildings on the waterfront of our car park, access to the dock across club property, and compensation payable to the club for granting these rights.

South West Trading is owned by club member Carlo Falcone and his family. The company is now named 'Marina and Resort Ltd'.

The result of these previous agreements, support, and historic cooperation between AYC and SWT is what you see today and clearly both sides have benefitted through these arrangements. That mutual respect and amicable relationship existed largely intact until 2019 when SWT stopped making payments to the club. No payments have been made since and the outstanding debt currently owed to the club by SWT is roughly EC\$2 million.

Furthermore, none of these agreements acknowledged the right of SWT to use our registered trade marks, our name, or insignia, although they have branded themselves as the Antigua Yacht Club Marina and Resort under our burgee and continue to do so.

SWT informed us via their lawyers in 2020, repeated in 2021 and 2022, that they have no legal relationship with the AYC, that they are no longer bounded by previous agreements, that the AYC does not hold a lease with the government, and that the club had no legal authority to enter into any previous agreements with them, or to subsequently enforce them. They have also demanded that we 'cease and desist' sending them any further invoices.

To explain a little history, the property occupied by the Antigua Yacht Club is Crown Land being under the control of the Antigua and Barbuda government. Authority to occupy the property was granted by the then VC Bird government in 1969 for the establishment of a yacht club to promote sailing for the benefit of the people of Antigua. The club built a clubhouse and dock on the property in the early 1970s and, while much has changed in the intervening years, the original layout and clubhouse still exists today. In 2003, the National Parks Authority (responsible for Crown Land within the National Park) granted the club a 45 year lease. That lease is still in force today and acknowledges that the club has occupied the property legally with the permission of the government since 1969. More recently we have been in dialogue with NPA concerning the issue of a new Crown Lease covering the same term. NPA are working that case with the government and crown counsel, and we expect to have signatories on that new lease shortly.

On appointment of the new Board of Directors at the last AGM we sought to open discussions with SWT to explore options to resolve the broken relationship. Indeed at our last Christmas dinner Carlo Falcone spoke about the marina and club rising together like Phoenixes from the ashes of the unfortunate fire last year. There was some genuine excitement at the dinner and I personally held 5 hours of talks with Carlo and other members of the family to understand our differences and explore a new mutual arrangement. Unfortunately it became clear that, despite promises to support the club through contributions, fundamentally SWT refuses to honour or even acknowledge any of our previous agreements. They claim that they have secured their own government lease to the dock and the marina buildings, and also the water rights 400 feet in all directions from the dock, believing that they control water access to our dinghy dock. Neither the claimed lease or the water rights were ever discussed or agreed with the club and their veracity can not be established.

In June we wrote to SWT offering to licence our name and insignia in return for reasonable compensation, and to request compensation for continued access to the dock through our car park. SWT replied through their lawyers in September stating that they would not compensate us for use of our name/insignia but would agree to rebrand instead. They also refused to pay compensation for access through our car park claiming that we have no rights to the land and that a public right of way exists across the car park. Given this response and a further 'cease and desist' letter from their lawyers, the board felt that we had no other option than to instruct our lawyers to act on our behalf. They have now done so, giving SWT until the end of November to resolve the matter or face a legal challenge.

To bring you fully up to date, Carlo Falcone contacted us the previous week to request a meeting with our Vice Commodore, Janie Easton, and myself. At the meeting Shannon and Shaun Falcone were also present. We were asked if there was any room for dialogue on the matter. I stated that we had already done a lot of talking and letter writing but we were willing to listen to what they had to say. An outline offer was put on the table that would effectively clear the outstanding debt through SWT building a new club house (it is in desperate need of a major refurbishment), offering to professionally manage the club, and to cover future operating costs. In return they would want to see a new governance (board) structure in the club and hold a permanent seat on the board. Accepting this offer would clearly require a significant change to our current articles of incorporation and by-laws. I consulted with some senior members of the club before putting that offer before a meeting of the club officers, and later briefed the full board. We agreed that we would suspend the threat of legal action and form a negotiating committee to explore the offer with SWT. We asked SWT to write to us to confirm their intention to negotiate, and to acknowledge our rights to the property, and our capacity to enter into a future legal agreement with them. They have declined to respond with such a letter.

Given the fundamental disagreement between us concerning leases, land and water rights, the standing of any future agreement we might make with them, and the lack of trust caused by SWT reneging on previous agreements, this board can now see no other option than to pursue a legal challenge against SWT.

I would add in closing that after a year as your Commodore, having now seen the history and depth of the disagreement with SWT, and also the poor material state of the clubhouse following a recent structural survey, I don't believe that the club can continue as it is and where it is without some serious new investment. Securing that investment with a trusted partner, whoever it may be, should be the prime objective of the new board.

I would welcome your views at the AGM next week. I have offered Shannon Falcone the opportunity to express the views of SWT at the AGM.

Yours Aye

Commodore  
Richard Archer