

Saltcote Sailing Club – Club Rules & ByeLaws

Section 1: Name and Purpose of the Club

1.1 Name

The name of the Club shall be the Saltcote Sailing Club (referred to in these rules as the Club). The Club Burgee shall be imposed with a red border; should be green at its base and be horizontally divided with a white top. The Letters S S C printed in red shall be distributed diagonally (top left to bottom right across the burgee). See image below.



1.2 Purpose

The purpose for which the Club is formed is to promote the sport of sailing in all its forms (including related water sports such as wind-surfing, kayaking and stand-up paddle boarding) and to provide social and other facilities for Members as may be desired from time to time.

The Club is a non-profit making self-help organisation. All profits and surpluses will be used to maintain or improve the club's facilities. No profit will be distributed.

Section 2: Officers

2.1 Officers of the Club

The Officers of the Club shall be Full Members of the Club and shall comprise of a Commodore, Vice- Commodore, Rear- Commodore, Treasurer, Secretary, Membership Secretary, Social Secretary, Bosun. There may be other Committee Members without a specific portfolio, to a maximum of 12 elected Members.

Club Officers shall be elected at an Annual General Meeting and shall hold office for one year, retiring at the termination of the next Annual General Meeting.

All Officers of the Club shall be eligible for re-election annually, except the office of Commodore that may be held by the same person for (a maximum of) three consecutive years. The outgoing Commodore may be eligible for re-election to a further term after an interval of not less than one year. Furthermore, a Member may not be elected to the office of Commodore unless he or she has served at least one year on the Committee.

Should a vacancy become vacant during the year, the Committee have the power to co-opt a new Member to the Committee.

2.1 Duties of the Commodore

The Commodore:

- a) Provides and encourages leadership for all club activities.
- b) Chairs the monthly General Committee meetings.
- c) Represents the club at Official functions.
- d) Ensures that the club is run according to its Rules and Constitution.
- e) Reports to Club Members on a regular basis.
- f) Chairs, and provides a report at the AGM.

2.2 Duties of Vice-Commodore

The Vice-Commodore:

- a) Represents the club at Official functions in the absence of the Commodore.
- b) Provides and encourages leadership in the club's sailing activities.
- c) Attends the General Committee meetings providing a report on sailing issues.
- d) Provides a report to the Annual General Meeting.
- e) Ensure all sailing is run safely, according to the Sailing Rules.
- f) Oversees the Sailing Programme.

2.3 Duties of Rear Commodore

The Rear Commodore:

- a) Represents the Club at Official functions when both the Commodore and Vice-Commodore are absent.
- b) Arranges and oversees the social activities of the club.
- c) Attends the General Committee meetings .
- d) Provides a report to the AGM.

2.4 Duties of Treasurer

The Treasurer shall:

- a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of the finances of the Club.
- b) Cause all returns as may be required by law in relation to such accounts to be rendered in due time.
- c) Prepare an Annual Balance Sheet as at the 30th September in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually.
- d) Present the Annual Balance Sheet to the Club at its Annual General Meeting.
- e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its Members.

2.5 Duties of Secretaries etc.

The Secretary (and/or the Membership Secretary) shall:

- a) Distribute Membership and Mooring renewal notices.
- b) Receive Membership subscriptions and liaise with the Honorary Treasurer to ensure accounts match Membership records.
- c) Maintain accurate and up to date membership and contact records for Members in the club's administration system.
- d) Keep a Register of Members' liability insurances.
- e) Conduct the correspondence of the Club
- f) Keep custody of all Club documents
- g) Keep full minutes of all meetings of the Club and the General Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Committee at the next following meeting of the Committee. In the absence of the Secretary minutes may be kept by some other person appointed by the Chair, copies of such minutes shall be made available to the Secretary.

The minutes of Committee meetings shall be posted in the Clubhouse so they may be viewed by Club Members.

- h) Maintain contact with the RYA to ensure that the Club's affairs are managed in accordance with current law as guided by RYA.
- i) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

2.6 Duties of Bosun

The Bosun:

- a) Shall be responsible for all maintenance and Safety of Club property, including mowing of the grass car park.
- b) Will determine the need for general or specific Work Parties and will plan and organise such events.
- c) Will take the lead in the purchase of suitable materials to carry out any required maintenance on site.
- d) May delegate parts of his responsibility to other Committee Members as needed (including to the assistant Bosun or any other suitably qualified Committee Member, depending on the skills required for the task/s).

2.7 General Committee

Each General Committee Member is expected to act as a trusted advisor to the club. They attend monthly General Committee meetings and should actively engage with the club Membership, to ensure all activity at the Club is carried out in a safe manner, according to Club rules. General Committee Members are expected to be actively engaged and to participate in club activities. General Committee Members may be asked by the Commodore to lead club initiatives as they are identified.

2.8 Duties of Honorary Auditor/s

The Honorary Auditor/s shall:

- a) Be appointed at the Annual General Meeting in each year and shall be a minimum of one appropriately experienced/ qualified Members of the Club other than the Treasurer or Committee Members.
- b) The Hon. Auditor/s shall review the accounts and Annual Balance Sheet of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee.
- c) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

Section 3: Membership

3.1 Categories and Votes of Members

The following categories have Full Membership of the Club:

- a) Every adult MEMBER of the Club enjoy what is in effect a Family Membership. A Family Membership shall include one or two co-habiting adults and any children within their

guardianship under eighteen years of age. The family Membership unit shall have one vote per adult of over eighteen years of age.

A child under the age of eighteen may only be a Member of the Club as part of a family Membership group. Use of the Club facilities and participation in the Club events is conditional on direct supervision by a parent or guardian, who will be solely responsible for the Members care and safety. The Club will not assume any responsibility for any Member under the age of eighteen.

While the Club is committed to encouraging children and young people to take up sailing it is unable to make special provision for unaccompanied children. It is aware of the need to exercise due diligence where children are concerned.

b) An HONORARY MEMBER – being a full Member of the Club shall have one vote.

c) A STUDENT MEMBER (defined as an individual over the age of eighteen who remains in full-time education) is not entitled to vote.

3.2 Rights and Privileges of Members

The rights and privileges of each category of Membership shall be as follows:

a) A MEMBER, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have full use of all the Club facilities and be granted key code access to the clubhouse, wharf and car park.

b) An HONORARY MEMBER shall have full use of the Club facilities and be granted key code access to the clubhouse, wharf and car park.

c) A STUDENT MEMBER shall have the full use of all the Club facilities and be granted key code access to the clubhouse, wharf and car park. However, a STUDENT MEMBER shall have no right to introduce visitors to the Club or the facilities thereof and shall have no right to take part in the management of the Club.

Any Member shall be liable to be expelled from the Club premises or be prohibited from using the Club facilities if, in the opinion of the Committee, he or she shall not have reasonably complied with the above conditions. Any vote on a resolution for expulsion shall be by ballot and the resolution only carried if no less than three quarters of the Members of the Committee vote in favour of the resolution.

3.3 Membership Entrance and Subscription Fee

The rate of Entrance, subscription and Mooring fees shall be determined by the Committee and shall be notified to the Members during December in each year. The rates shall become operative on the first day of February in the year following.

The current rate of Entrance, Subscription, Mooring and Mooring check fees shall be prominently displayed in the Club premises and on the Club web-site.

- a) Membership of the Club shall be open to anyone interested in the sport of sailing (and related water sports) on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
- b) The Committee will ensure that Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating, subject to meeting the variable (running) costs of the Club.
- c) The Club Committee may refuse Membership or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of Membership may be made to the Membership.
- d) An annual boat Mooring fee (based on LOA and with a set minimum fee to be reviewed annually) shall entitle a Member to moor his boat in an allocated half-tide swinging mooring space. The supply and maintenance mooring tackle itself remains the responsibility of the individual Member and must be laid to the standard specified by the Club and kept in good order.
- e) Members shall pay the Entrance fee (if any) and their first annual subscription upon election to the Club and thereafter by the last day of January in each year. Should fees not be paid in full by the due date (end of January) then it will be assumed that the Member has resigned from the Club and should that individual wish to rejoin then they must re-apply as a potential new Member.
- f) Entrance, subscription and Mooring fees are non- refundable.
- g) Membership renewal fees become due for all Members on the first day of January each year. Any Member who has not paid their fees in full by the first day of February shall be deemed in arrears and shall be requested in the name of the Committee to pay within 14 days. If payment is not made by the 28th February their name may be immediately removed from membership by the Committee (see 3.11 below).
- h) In a “self-help” Club, Members are expected to attend at least one “work party” each year, these to be notified by the Bosun and if they are unable to attend, they should instead make a contribution to Club funds.

3.4 Members’ Duty to Provide an Up to Date Information

Every Member shall furnish the Membership Secretary with an up to date postal and email (if available) address which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered. To meet the requirements of the car park contract, Members must also keep the secretary informed of the details (Make/model/registration) of any vehicles they wish to park in the car park.

3.6 Application for Membership

All candidates for Membership shall be proposed and seconded by Full Members of the Club. An application shall be in the form from time to time prescribed by the Committee, and shall include the name address, and occupation of the applicant.

3.7 Election of Members

Upon receipt of an application for Membership, the Membership Secretary shall display the application prominently in the Club premises for at least seven days before the meeting of the Committee at which such application for Membership shall be considered. A majority of the Committee will normally meet the candidate face to face at a time of mutual convenience before considering the candidate for election.

The election of all classes of Membership is vested in the Committee and shall be a simple majority vote of those of the Committee.

The Committee may refuse applications only for good cause such as conduct or character likely to bring the club into disrepute.

The Membership Secretary shall inform each applicant in writing of the applicant's election or non-election. He shall furnish an elected applicant with a copy of the Rules and Bylaws of the Club and make request for such payments as are necessary.

Appeal against refusal to elect may be made to the Members in a General Meeting.

3.8 Payment of Fees upon Election

a) Upon election, an applicant shall pay, within one calendar month, such Entrance and other fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.

b) Provided that a Member elected after the first day of July in any year shall pay the full Entrance fee but only half the annual subscription applicable for that year and that a Member elected after the first day of November in any year shall not be required to pay any subscription in respect of the year of election, but shall instead pay, on election, the Entrance fee and the annual subscription in respect of the year following election.

3.9 One Year's Temporary Absence of Member

A Member who, for any reason, anticipates inability to use the Club or its facilities for the whole of one year shall be excused payment of the annual subscription and other annual fees provided that notice in writing is given to the Membership Secretary before the last day of December in the previous year. Any Mooring fees and/or boat storage fees would still apply. A Member wishing to be re-instated during the year in question shall pay such portion of the annual subscription, as the Committee shall require.

3.10 Resignation of a Member

A Member desirous of resigning from Membership shall give notice in writing to the Membership Secretary before the last day of December and shall not then be liable to pay the subscription for the following year.

If the Member has in their possession any property of the Club such as keys to Club facilities, they must return the key by the same date as above.

3.10 Re-application for Membership

Upon re-application by a past Member who left the Club less than twelve months before the date of re-application. The Committee may at its discretion, waive any Entrance Fee.

3.11 Arrears of Subscription

The Committee may cancel, without notice being given, the Membership of any Member whose annual subscription and other annual fees are more than one months in arrears. The Committee may, at its discretion, re-instate such Member upon payment of arrears. No Member whose annual payment is in arrears may enter the Club or vote at any meeting.

Section 4: Conduct of Members

4.1 Undertaking by Members to Comply with Rules

Every Member, upon election and thereafter, is deemed to have notice of and undertakes to comply with, the Club Rules.

4.2 Disciplinary Action Against Members

Any breach of Rules or any conduct which, in the opinion of the Committee, is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to disciplinary action by the Committee, which may include suspension for a specified period of time or expulsion.

Before taking such action against a Member, the Committee shall call upon such Member for a written explanation of the Member's conduct and shall give the Member full opportunity of making explanation to the Committee, or resigning.

A resolution to apply any sanction shall be carried by a simple majority vote by those Members of the Committee present and voting on the resolution.

Appeal against suspension/expulsion may be made to the Members in a General Meeting.

Upon suspension/expulsion the Member/former Member shall not be entitled to have any part of the annual Membership fee refunded and must return any Club property such as keys. Upon expulsion of a Member, if the former Member does not remove his boat and trailer, the Committee may dispose of the former Member's boat and/or trailer in accordance with RYA legal guidance.

4.3 Guests at the Club

Members may bring a strictly limited number of visitors onto Club premises, remaining fully responsible for their conduct and behaviour when on Club property. The Member shall enter the names and details of all guests in the Visitor's Book (this being a matter of safety and insurance). Not more than **three** guests may be introduced in any one day, except as specifically approved for the exceptional event by the Committee and the same guest may

not be introduced more than five times in any calendar year. Any visitors must be accompanied by the Member at all times when on Club property.

4.4 Damage to Club Property

A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.

4.5 Exhibiting of Notices

A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Committee.

4.6 Complaints

Complaints of any nature relating to the management of the Club and its premises shall be addressed in writing to the Secretary.

4.7 Members of other RYA Clubs

A Member of any Club affiliated to the Royal Yachting Association (a list of which is published by the said Association) may be authorised to use the premises of the Club by any Member of the Committee of the Club. Such authorisation shall specify between which dates the said person may so use the premises.

4.8 Limitation of Club Liability

All references to the Club in this Rule shall mean each and every Member of the Club from time to time. Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:

- a) The Club will not accept any liability for any damage to or loss of property belonging to Members.
- b) The Club will not accept any liability for personal injury arising out of the use of the Club premises or any other facility of the Club, either sustained by Members or caused by the said Members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default, or negligence of any of them, the Officers and Committees of the Club.
- c) Parents and guardians are warned that the Club is unable to provide rescue facilities.

Parents and guardians have sole responsibility for their children and wards and must appreciate that the Club cannot be expected to exercise supervision or control. Even during

water based activity, rescue facilities cannot be provided and the Club cannot accept responsibility for children, or any other persons, whether racing or not.

4.9 Data Protection

Personal data of Members is held and processed under the Club's Data Protection Policy, which has been drawn up in accordance with the provisions of the General Data Protection Regulation 2018. This is supplemented by a separate CCTV policy.

Section 5: Management Committee

5.1 Constitution of Committee

The Management Committee of the Club (here in referred to as 'the Committee') shall consist of the Officers, ex officio, and other Members (who have attained the age of eighteen years) elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting. The maximum size of the Committee should normally be twelve persons.

5.3 Candidates for Election to Committee

Candidates for election to the Committee (not being Officers of the Club) shall be those Members of the retiring Committee eligible to offer themselves for re-election and such other Full Member whose nominations (duly proposed and seconded in writing by Full Members of the Club) with their consent shall have been received by the Secretary at least twenty- eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the proposer and Secunder shall be posted in the Club premises at least fourteen days prior to the date of the Annual General Meeting.

5.4 Election of Committee by Ballot

If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.

5.5 No Contest for Election

If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

In the event of the ballot failing to determine the Members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.

5.6 Casual Committee Vacancies

If for any reason, a casual vacancy shall occur, the Committee may co-opt a Full Member to fill such a vacancy until the next following Annual General Meeting. The Committee shall also have the power to co-opt additional Members at its discretion.

5.7 Retiring Commodore

A retiring Commodore shall serve as a Member of the Committee in the year immediately following his retirement, should they so wish.

5.8 Committee Meetings

The Committee shall meet at least every two months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in his absence a Chairman elected by those present shall preside.

5.9 Voting at Committee

Voting (except in the case of a resolution relating to the expulsion of a Member) shall be by a show of hands. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second casting vote.

5.10 Quorum

Four Members personally present shall form a quorum at a meeting of the Committee.

Section 6: Powers of the Committee

6.1 Management of the Club by Committee

The committee shall manage the affairs of the club according to the rules and shall cause the funds of the club to be applied solely to the purposes of the club or a benevolent or charitable purpose nominated by general meeting. In particular, the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.

6.2 Disclosure of interest to Third Parties

A Member of the Committee, of a sub-Committee or any officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.

6.3 Limitation of Committee's Authority

The Committee, or any person delegated by the Committee to act as agent for the Club or its Members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Members.

a) No one shall, without the express authority of the Membership in General Meeting, borrow money or incur debts on behalf of the Club or its Membership.

b) Contracts with a value in excess of two hundred pounds (or such a sum being not less than two hundred pounds as the Committee shall from time to time determine) must be signed off by two officers of the Club.

6.5 Members' Indemnification of Committee

In pursuance of the authority vested in the Committee by Members of the Club, Members of the Committee shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of the duties on behalf of the Club wherever the contract is of a duty authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual Members of the Club.

The limit of any individual Members' indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of Membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

6.6 Contractual Liability

The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee, as appropriate.

"The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club."

6.7 Nomination of Honorary Members by the Committee

The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present and entitled to vote are in favour of election.

6.8 Byelaws

The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.

a) The Committee shall make, repeal or amend such Byelaws as it shall from time to time think fit and shall cause the same to be exhibited in the Club premises for fourteen days before the date of implementation. Such changes shall then remain in force unless set aside by a vote at a General Meeting of the Club.

b) On receipt of a written request, addressed to the Secretary by at least twelve full Members of the Club and received within fourteen days of the date of exhibition of a change in the Bylaw, the text of any proposed change shall be sent by post/email to all Members of

the Club. The proposed change shall not then be implemented until fourteen days after the date of the posting.

c) If, before the date of implementation of a change in the Bylaws a request to call a Special General Meeting to oppose the change is received, the change in the Bylaws shall not come into force unless and until it is approved at a General Meeting.

Section 9: Meetings of the Club

9.1 Annual General Meeting

An Annual General Meeting shall be held during November or December, the date to be fixed by the Commodore. The Secretary shall give 30 days' notice of the meeting to each Member by post or Email, with brief details of the business to be brought forward.

9.2 Business at Annual General Meeting

No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a Member entitled to vote to the Secretary at least one calendar month before the date of the Annual General Meeting.

9.3 Special General Meeting

The Committee may at any time, upon giving twenty- one days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to Members.

9.4 Special General Meeting upon Request of Members

The Committee shall call Special General Meeting upon a written request addressed to the Secretary by at least twelve Members. The SGM must be called within 31 days of a request.

The Committee shall give twenty-one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.

9.5 Chairman at Meetings

At every meeting of the Club the President or the Commodore or, in their absence, a Chairman elected by those present shall preside.

9.6 Quorum at Meetings

1/3 of the total number of Members entitled to vote (and personally present) shall form a quorum at any meeting of the Club.

9.7 Entitlement to Vote at Meetings

Only Full adult Members shall vote at any meeting of the Club. Other Members may attend but are not entitled to vote.

9.8 Voting at Meetings

Voting, except upon the election of Members of the Committee, shall be by show of hands.

9.9 Equality of Votes

In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of Members of the Committee.

9.10 Voting on Rule Change

On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Bylaw or Regulation of the Club such Rule, Bylaw or Regulation shall not be created, repealed or amended except by a majority vote of at least 2/3 of those present and entitled to vote, subject to there being at least 1/3 of the Membership present.

Section 10: Dissolution of the Club

10.1 Dissolution of the Club

If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following: (i) to a charity and/or (ii) to another Club with similar sports purposes and/or (iii) to the sport's national governing body for use by it for related community sports.

Byelaws

1. Opening of Club Premises

The Club premises including toilets shall normally be open to Members at all times unless the Committee shall direct otherwise. Members using the Clubhouse and/or toilets are expected to leave them in a clean and tidy state, as well as turning off taps and all electrical items such as lights, cooker and water heater. Any deficiencies must be reported to the Bosun.

2. Security of Club Premises

The security of the clubhouse and compound is a matter of particular concern. Any Member of the Club when leaving must first determine whether he/she is leaving the wharf or Clubhouse unattended by other Members. In the event that he/ she is leaving the compound unattended he/she must ensure that the clubhouse and outbuildings, doors and windows are secured and or locked, and that both the main gate and car park are locked. Members leaving the compound to sail must take the same precautions to ensure that the compound is secure while they are sailing. Members must not leave padlocks open at any time as this is a severe security risk.

3. Boats and/or Trailers

Members may store cruisers sailing dinghies within the boat park and on the wharf, subject to the availability of space and on payment of the appropriate fee. There will be an appropriate fee charged for both cruisers and dinghies stored in the car park or on the wharf during winter. The owner of any cruiser left on the wharf or in the car park during the summer period will be liable, at the discretion of the Committee to pay a monthly fee until it is removed.

Parking on the wharf is prioritised for cruiser storage from the end of October to the end of May; Dinghies are given priority on the wharf from June until the end of October.

No Member shall a boat in the car park unless a boat park space has been allocated to them by the Bosun (or his delegated representative).

4. Mooring Tackle

On an annual basis, the Club will arrange for the tackle associated with each mooring to be checked by an authorised/qualified/competent person. A fee for this service will be charged to each Member allocated a Mooring space. If the mooring is found to be in need of repair, the Member is forbidden to use the mooring until such time that it is fully repaired. Boats will not be launched to a mooring not in good order.

5. Abandoned Boats and/or Trailers

If at any time, any fees payable to the Club by any Member or former Member (whether by way of arrears of subscription, boat parking fees or otherwise) shall be three months or more in arrears and/or a boat and/or trailer the property of a Member or former Member

remains upon the Club premises three months or more after the Club has given the Member or former Member notice to remove the vessel then the Member or former Member shall remove the boat and/or trailer from the Club immediately. If a Member or former Member fails to remove the boat and/or trailer, then the Committee may:

- a) Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage howsoever caused.
- b) Give one months notice in writing by registered post to the Member or former Member at his last known address as shown in the Club Register and there sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.
- c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be debt owing to the Club by the Member or former Member.
- d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served as indicated above.
- e) PROVIDE ALWAYS THAT: -

Proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member and that, when and if the boat and/or trailer is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he/she be the said Member or former Member or otherwise) for a period of six years.

6. Lien

The Club shall at all times have a lien over Members' or former Members' boats and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Club have been paid in full.

7. Storage of Equipment

All equipment stored in the Club's facilities shall be marked with the owners name in a prominent position.

The Committee reserves the right to remove clothing and personal equipment left unattended in the clubhouse, changing rooms or other parts of the Club's facilities.

8. Dinghy Racks

There are a small number of dinghy racks available for Members to use as storage for tenders, kayaks etc. These will be allocated by the Committee and an annual fee payable.

9. Buoyancy aids and insurance.

All sailing Members shall wear a properly secured buoyancy aid and carry appropriate third party liability insurance (minimum £2 Million).

Members bringing children under the age of eighteen on site shall ensure that those children wear a properly secured buoyancy aid and carry appropriate insurance at all times when afloat from the Club.

10. Duties of Members

The Committee may, at its sole discretion, assign duties to Members.

All Club Members allocated duties shall do their designated duties or find a substitute.

Members unable to attend designated work parties should instead make a cash contribution to Club funds.

11. Control of animals.

No animals may be brought into Club premises without Committee permission.

12. Control of vehicle parking

Vehicles may only be parked in areas designated for parking by the Committee and must display a car park permit.

13. Children on Site

All children under eighteen years of age **MUST** be under the direct supervision of their parents or guardians and may only sail at the Club subject to this Byelaw.

a) Parents or guardians have sole responsibility for their children or wards and must appreciate that the Club cannot be expected to exercise supervision or control. Should any Member contravenes this rule, he/she will receive a formal warning. On any subsequent occasions, that the Member contravenes the rule the Committee will consider their expulsion from Membership of the Club.

Parents and guardians are warned that the Club is unable to provide rescue facilities at any time.

14. Cruiser Launching/Recovering

All cruisers wishing to launch or recover via the concrete ramp must be of a length and beam suitable (an LOA of 23 ft is the absolute limit). The vessel must have a serviceable yard or road trailer available (suitability will be determined by the Bosun (or his delegated representative) whose word will be final.

All potential launch and recovery operations must be notified at least one week in advance to the Bosun (or his delegated representative). On the day the Bosun (or his delegated representative) will be in charge of the operation, in order to maintain safety. Only trained drivers may use the Club tractor. Each boat owner employing the use of the tractor will incur a small fee. Money gathered in this way will be put towards the upkeep of the tractor.

14. Winter Moorings

The Club maintains a small number of sheltered wharf-side (stern on) winter moorings. These moorings are also available for extended use during summer. Spaces will be allocated at the discretion of the Committee and a fee will be charged. Preference will be given for those who do not possess a serviceable yard trailer.

15. Use of Clubhouse by Members for non-SSC events

The Committee will consider reasonable requests for the use of the Clubhouse and facilities for non-SSC events.

The Committee will assess the benefit or otherwise of the event to the Objects of the Club, such as publicity. The Committee will assess the benefit and convenience to Members participating in the event and to the wider Membership. The Committee will assess the risks of the event to personal and Club property and to people. The risk assessment is only to help the Committee decide whether or not to sanction a proposed event and does not in any compromise Club Liability.

- a) Only Full Members may apply to the Committee to use the Clubhouse for a non-SSC event
- b) The person applying to the Committee is the Event Organiser.
- c) The Event Organiser should write to the Committee (letter or e-mail) outlining what is intended, the reason for the event, the number of guests to be invited, the date of the event, the time of the event and any information which might be considered useful or prejudicial to the interests of the Club.
- d) The event should not conflict or detract in any way with the Objects or events of the Club and the Club is to remain available for the use of Members at all times.

- e) The Committee shall retain the right to approve or not approve the request and shall reply to the Event Organiser with any conditions in writing in addition to those listed within the Rules and Bylaws of the Club or give reasons for declining.
- f) There shall be a donation to the Club funds as determined by the Committee to cover the use of the Clubhouse facilities, (electricity, water, cutlery, crockery, etc.). Dependant on the assessment of the contribution the event makes to the Objects of the Club, the Committee may decide to waive this contribution.
- g) All food and drink except water are to be supplied by the Event Organiser.
- i) Club rules and byelaws shall be observed by all guests and the Event Organiser is responsible to the Club for all guests.
- j) The Event Organiser is responsible for leaving the Clubhouse clean and tidy, cutlery and crockery washed and observing all the usual Club rules relating to turning off equipment and locking up.

Acknowledgement

The Members acknowledge that these Rules and Byelaws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.