



# **Hollowell Sailing Club**

## **Rules**

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**Notes**

Clauses marked with an asterisk \* are included to satisfy the requirement of the Licensing Act.

References to the masculine include the feminine and vice versa. The use of masculine terms such as chairman, he and his are used for simplicity and do not preclude women.

## SECTION 1 - NAME AND OBJECTS

1. The name of the Club shall be Hollowell Sailing Club (hereinafter referred to in these rules as the Club).
2. The object on which the Club is formed is to promote and provide facilities for the sport of sailing and also to provide social and other facilities for members as may be from time to time determined. The Club is a non-profit making environmental body, as defined in the landfill tax regulations, and membership of the Club shall be open to all members of the public.

The Club fully supports the principles of equal opportunities and is committed to ensure that all participants in its activities are treated fairly and on equal basis, regardless of gender, age, racial origin, religious persuasion, sexual orientation or disability.

The work of the Club shall not be for the benefit of landfill site operators who may contribute to the club and claim credit under the Landfill Tax Credit Scheme. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations.

The burgee of the Club shall be a black heraldic lion positioned centrally on a white background with the background outlined in gold. Variations of the Club burgee are permitted for photocopying purposes and Club clothing design with the General Committee's approval.

## SECTION 2 - OFFICERS

Officers of  
the Club

- \*3. The Officers of the Club shall be Single or Family members of the Club and shall consist of one Commodore, one Vice-Commodore, one RYA Training Principal, one Honorary Secretary, one Honorary Sailing Secretary, one Honorary Membership Secretary and one Honorary Treasurer.

Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

### 3a **The RYA Training Principal shall:**

- (i) Hold overall responsibility for compliance with current RYA Training Centre recognition guidelines. Recognition primarily covers standards of safety and instruction during RYA training activities; however training centre Principals are expected to ensure ALL activities at the Centre are conducted within the spirit of recognition using suitably qualified or experienced staff;
- (ii) Be aged 18 years or over and have sufficient authority within the organisation to manage the activities. A Principal need not be a qualified instructor, but where a Principal is not a qualified instructor a Chief Instructor must be appointed for each discipline;
- (iii) Ensure the Chief Instructor/s have the day-to-day responsibility for the standards of training, equipment maintenance and well-being of the students and instructors. They should be on hand to deal with any training or issues arising from instructors or students. Good tuition demands that good teaching methods are delivered on appropriate equipment with suitable student instructor ratios. A flexible teaching approach to ensure that this can be delivered in a variety of conditions is essential. A Chief Instructor can only hold this position at one RYA centre;

- (iv) The Principal is required to give a personal undertaking to ensure compliance by the Centre with the current RYA Training Centre Recognition Guidance Notes, Terms and Conditions.

4. **The Honorary Secretary shall:**

Duties of  
Honorary  
Secretary

- (a) Conduct the correspondence of the Club;
- (b) Keep custody of all Club documents;
- (c) Keep full minutes of all General Meetings of the Club, the General Committee and retain copies of minutes of all other sub committees which shall be agreed by the appropriate Chairman at the next following meeting;
- (d) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members while acting on behalf of the club;
- (e) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law;
- (f) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

5. **The Honorary Treasurer shall:**

Duties of  
Honorary  
Treasurer

- (a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club;
- (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time;
- (c) Prepare an Annual Balance Sheet as at December 31<sup>st</sup> in each year and cause such Balance Sheet (and accounts as necessary) to be audited at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the Annual General Meeting.

6. **The Honorary Membership Secretary shall:**

- (a) Keep a register of Club members' names and addresses;
- (b) Process membership applications and renewals;
- (c) Maintain a registration list of all craft kept at the Club.

6a **The Honorary Auditor shall:**

- (a) Be appointed at the Annual General Meeting in each year. The person appointed shall not be a member of the General Committee;
- (b) The Auditor shall audit the accounts 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;

Duties of  
Honorary  
Auditors

- (c) If the person appointed is 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**

7. There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder. The rights and privileges of each category of members are as defined in the latest edition of the byelaws of the Club. The reference to ages in this Rule shall be the person's age at the date of his election and subsequently on the first day of the subscription year. The rights and obligations of each category of members are as defined in Rule 68 hereunder.

Additionally, the following definitions apply:

A 'child' means a person who is under 18 years of age;

A 'young adult' means a person who is over the age of 18 years and under the age of 24 years;

A 'junior member' means a person who is under 18 years of age also meaning a child;

**A 'family member' means an adult or adults and the children under 18 years of age living in the same household.**

Categories  
and votes of  
Membership

**A SINGLE MEMBER** - being a person over the age of 24 shall have one vote.

**FOUNDER MEMBERSHIP** - is membership for those who attended the Inaugural Meeting and are afforded the rights of Single Members.

**A FAMILY MEMBER** - which expression shall include one or two parents (as may be) and all children under the age of twenty four and in full time education. The family unit shall have one vote, exercisable by either parent.

**A FAMILY MEMBER WITH EXTENDED EDUCATION** – which expression shall include one or two parents (as may be) and all children under 18 living in the same household and/or young adults who are in full time education who may be living at home or away during term time.

**AFFILIATED MEMBERSHIP** - is membership for groups, societies or clubs of juniors and whose appointed leaders have made written application for, and been granted, affiliation to the Club by the Committee. The affiliated membership shall have one vote.

**HONORARY MEMBERSHIP** - is membership for an individual Honorary Member elected by the General Committee and who has such privileges as the Committee decree.

**A YOUNG ADULT** - being a person aged between the ages of 18 and 24 inclusive shall have one vote.

**A JUNIOR MEMBER** - being a person under the age of 18 shall have no vote. Up to the age of 16 a responsible adult must be in membership. Such a member shall be one who at the commencement of the subscription year

joins the Club other than as a Single member or a family member.

**A SOCIAL MEMBER** - who shall have no vote except where the member has been elected or appointed to a sub-committee of the club.

**A TEMPORARY MEMBER** - who shall have no vote.

No member except a **TEMPORARY MEMBER** may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of posting of notice of election.

8. **Subscriptions and Accounts**

- a) The General Committee shall decide membership durations, fees and renewal dates.
- b) A member's annual subscription shall be due on or before their membership expiry date.
- c) A member whose subscription is not paid 30 days after their membership has expired shall be deemed to have resigned from the Club.
- d) No member shall be entitled to exercise any rights or privileges of membership until their subscription and all arrears (if any) are paid.

The Club's financial year will run from 1<sup>st</sup> January to 31<sup>st</sup> December following.

Membership Entrance & Subscription Fee 9. The Club shall not distribute profits or surpluses to its members, trustees or any other persons or entities and shall apply all of its income to the furtherance of its Objects.

Members' duty to provide an up to date address 10. Every member shall furnish the Honorary Membership Secretary with an up-to-date address, which shall be recorded in the Register of Members. Any notice sent to such address shall be deemed to have been duly delivered.

11. Not used

**Election and retirement of members**

Application for membership 12. An application for membership shall be in the form from time to time prescribed by the Committee, and shall include the name, address, and occupation of the candidate.

Election of Members \*13. Upon receipt of an application for membership, the Honorary Membership Secretary shall enter such application in a Register of Candidates as a temporary member and shall cause the name of the applicant to be prominently displayed in the Club premises for at least two days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the General Committee and shall be a simple majority vote of those of the General Committee. The Honorary Membership Secretary shall inform each candidate in writing of the candidate's election or non-election. He shall furnish each candidate with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary. Temporary members of the Club will have full use of the facilities of the Club.

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| Payment of Fees         | 14. | Upon application, a candidate shall pay such fees as shall be requested. In default of such payment, the application shall be void unless sufficient cause for delay is shown.  |
|                         | 15. | Not used  |
| Retirement of a member  | 16. | A member desirous of retiring from membership shall give notice in writing to the Honorary Membership Secretary.  |
| Arrears of Subscription | 17. | The General Committee may cancel, without notice given, the membership of any member whose annual subscription and other annual fees are more than three months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting. |

### Conduct of Members

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|---|-----|---|
| Undertaking by members to comply with rules | 18. | Every member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, the Club Rules and the current Byelaws and Regulations of the Club. Any refusal or neglect to do so, 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 expulsion by the General Committee. |
| Expulsion of members                        | (a) | <b>PROVIDED THAT</b> , before expelling a member, the General 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 General Committee, or of resigning.   |
|   | (b) | A Resolution to expel a member shall be carried by a simple majority vote by those members of the General Committee present and voting on the Resolution.   |
| Guests in the Club                          | 19. | Members shall enter the names of all guests in the Visitor's Book. The same guest may not be introduced more than four times in any calendar year.  |
| Damage to Club property                     | 20. | 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 Honorary Secretary upon the instructions of the Committee.   |
|   | 21. | Not used.   |
| Settlement of Accounts                      | 22. | A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any byelaw relating to the settlement of such indebtedness.   |
|   | 23. | Not used  |
| Complaints                                  | 24. | Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a member personally reprimand an employee of the Club.   |



Members of other RYA Clubs	25.	Not used
Competitors in Club races	26.	Any person who is a competitor or crewmember in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 24 hours before and after the race in which they are competing.
Power to expel those admitted under rule 26 hereof	27.	The Honorary Secretary or any other person, who has received the authority of two members of the General Committee, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rule 26.

**Limitation of Club liability**

Limitation of Club liability	28.	Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises: -  Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept that the Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.
	29.	Membership of the Club and acceptance of these rules by the member will be deemed to constitute consent to the holding of relevant personal data which will be held in accordance with the General Data Protection Regulations (2018) and associated club privacy policy.

**SECTION 4 - GENERAL COMMITTEE**

Constitution of Committee	*30.	The General Committee shall consist of the Officers, Rear Commodore, Fleet Captains, and not more than seven members of the Club, elected by the Club in General Meeting, to hold office until the conclusion of the next Annual General Meeting. No Social Member can be elected to the General Committee.
	31.	Not used
Candidates for election to Committee	32.	Candidates for election to the General Committee shall be those members of the retiring General Committee whose term of office has not exceeded 3 years and who shall offer themselves for re-election. Members of the Club whose nominations for election, duly proposed and seconded, in writing, by members of the Club must be sent to the Honorary Secretary 28 days before the date of the Annual General Meeting.
Election of committee by ballot	33.	If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
No contest for election	34.	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.

35. In the event of the ballot failing to determine the members of the General 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.
- Casual vacancy 36. If, for any reason, a casual vacancy shall occur, the General Committee may co-opt a Single, Family or Social member (subject to the limitations of rule 30) to fill such a vacancy until the next following Annual General Meeting.
- Retiring Commodore ex officio 37. The General Committee shall invite a member who would normally be the retiring Commodore to serve in the capacity of Rear Commodore.
- Committee Meetings 38. The General Committee shall meet at least four times per annum making such arrangements as to 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.
- Voting at committee 39. Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the General Committee in case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
- Quorum 40. Seven members personally present of whom two shall be officers shall form a quorum at a meeting of the General Committee.

#### **Powers of the General Committee**

- Management of Club by Committee \*41. The General 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 objects of the Club or for a benevolent or charitable purpose nominated by General Meeting.
- Powers to make Byelaws and Regulations 42. The General Committee shall make such Byelaws and Regulations 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 Byelaws and Regulations shall remain in force until approved or set aside by a vote of a General Meeting of the Club.
- Appointment of sub-committees 43. The General Committee may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-committees shall consist of such members of the General Committee or of the Club as the Committees may think fit. Officers of the Club shall be ex officio members of all such sub-committees.
- Disclosure of interest 44. A member of the General Committee, of a sub-committee or any officer of the Club, in transacting business for the Club, shall disclose to members of the Club any interest he may have in such business.

Limitation of Member's liability 45. The General Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contract only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the membership voting in General Meeting, pledge the credit of the membership.

Members indemnification Committee 46. In pursuance of the authority vested in the General Committee by members of the Club, members of the General Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

The limit of any individual member's 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.

47. Not used

### **Purchase and supply of excisable goods**

Purchase & Supply of Excisable Goods \*48. The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the General Committee, or of a special sub-committee appointed by the General Committee.

Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may a Junior Member under the age of eighteen purchase or attempt to purchase tobacco or cigarettes within the Club premises.

Hours of Sale of Excisable Goods \*49. Subject to the requirements of the licensing authorities, the General Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these rules (except Junior Members as aforesaid) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

Profits from Sale of Excisable Goods \*50. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

Accounts relating to excisable goods \*51. Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Secretary or Honorary Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or

other duty or tax to be made.

## SECTION 5 - TRUSTEES

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| Number of & terms of reference           | 52. | There shall be at least three and no more than five Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Single, Family or Honorary Members who are willing to be so appointed. A Trustee shall hold office during his lifetime or until he shall resign, by notice in writing given to the Committee, or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.  |
| Property of Club vested in Trustees      | 53. | The Trustees shall hold all the property of the Club, including land and investments, for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he shall by Deed duly appoint the person or persons so nominated by the committee. |
| Powers of Trustees                       | 54. | The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.   |
|  | 55. | <b>Indemnity and liability of Trustees</b>  |
| Indemnity of Trustees from Club          | (a) | The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.   |
| Limitation of Liability of Club Trustees | (b) | The liability of the 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. (To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club).   |

- (c) The Club will arrange indemnity insurance for the Trustees including all legal costs associated with the purchase of such policies.

## SECTION 6 - GENERAL MEETINGS OF THE CLUB

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| Annual General Meeting                  | 56.    | An Annual General Meeting of the Club shall be held each year in the month of February or March on a date to be fixed by the Committee. The Honorary Secretary shall give the membership at least 42 days preliminary notification of the date of an Annual General Meeting and notification of the agenda including the full text of any members or committee proposals to be discussed at that meeting to be presented at least 14 days before the date of the meeting |
| Business at Annual General Meeting      | 57.    | No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, 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 Honorary Secretary at least forty two days before the date of the Annual General Meeting.                                 |
| Special General Meeting                 | *58.   | The General Committee may at any time, upon giving fourteen days notice in writing, call a 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.  |
| General Meeting upon request of members | *59.   | The General Committee shall similarly call a General Meeting upon a written request addressed to the Honorary Secretary by at least thirty members (or if the total membership of the Club is less than 150 - one fifth of the said total). The discussion at such meeting shall be confined to the business stated in the notice sent to members.   |
| Chairman at Meetings                    | 60.    | At every General Meeting of the Club the Commodore or, in his absence, a Chairperson elected by those present shall preside.   |
| Quorum at Meetings                      | 61.    | Fifteen members entitled to vote and personally present shall form a quorum at any General Meeting of the Club.  |
| Entitlement to vote at Meetings         | 62.    | Only Single, Family, Honorary and young adult members and Affiliated Groups shall vote at any General Meeting of the Club. Other members may attend but are not entitled to vote.  |
| Voting at Meetings                      | 63.    | Voting, except upon the election of members of the General Committee, shall be by show of hands.   |
| Equality of Votes                       | 64.    | 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 General Committee.   |
| Voting Rule Change                      | on 65. | On any resolution properly put to a General Meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.  |

Voting on monetary matters.

- 66 If a member proposal presented, and voted as approved, at a General Meeting of the Club involves a financial expenditure of more than £1000 that item will be put forward into the next budgeting round of the General Committee, and considered along with other proposals, and the current financial status, before being ratified

## **SECTION 7 - DISSOLUTION OF THE CLUB**

Dissolution of the Club

67. 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 but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, such institution or institutions to be determined by the members of the Club by Resolution passed at a General Meeting at or before the time of the dissolution and if, and so far as, effect cannot be given to such provision then to some charitable object.

Notwithstanding the above, should any money obtained from the Landfill Tax Credit Scheme remain on dissolution, that money shall be transferred to an enrolled Environmental Body and not distributed as above.

## **SECTION 8 - BYELAWS**

Rights and privileges of members

68. The present rights and privileges of each category of membership shall be as follows: -

**A SINGLE MEMBER** shall have the full use of all the Club facilities.

He/she shall be available to perform two full days duty each year i.e. *2 Sundays or 4 Saturdays, Tuesdays or Thursdays.*

**A FAMILY MEMBER**, his/her spouse or partner and all the children under the age of twenty four and in full time education shall have the full use of all the Club facilities.

Two persons shall be available to perform two full days duty each year *i.e. 2 Sundays or 4 Saturdays, Tuesdays or Thursdays.*

**A YOUNG ADULT MEMBER** shall have the full use of all the Club facilities. He/she shall be available to perform two full days duty each year, *i.e. 2 Sundays or 4 Saturdays, Tuesdays or Thursdays.*

**A JUNIOR MEMBER** shall have the full use of all the Club facilities subject only to Rule 48.

**A FOUNDER MEMBER** shall have the full use of the clubhouse facilities.

**AN HONORARY MEMBER** shall have the full use of all the Club facilities.

**AN AFFILIATED MEMBER** shall have the full use of the Club facilities as agreed with the General Committee, and, subject to the agreed conditions, two persons shall be available to perform two full days duty each year i.e. 2 *Sundays or 4 Saturdays, Tuesdays or Thursdays*.

**A SOCIAL MEMBER** shall have the full use of the clubhouse facilities. Social members whose children are participating in a Club-organised event are permitted to assist on the water in the organisation of such event, and shall be available to perform one full days duty each year, i.e. one Sunday or two Saturdays, Tuesdays or Thursdays. They may also partake of any training necessary.

**A TEMPORARY MEMBER** (which expression may include members of another RYA recognised club or organisation) shall have the full use of the club facilities but:-

(a) Shall have no right to enter club races or regattas unless specifically authorised by the Honorary Secretary or Committee.

(b) Shall have no right to introduce visitors to the club or the facilities thereof.

(c) Shall have no right to take any part in the management of the club.

(d) Is deemed to have notice of and impliedly undertakes to comply with the club rules, current Byelaws and Regulations as if he or she were a member of the club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.

(e) Shall be liable to be expelled from the club premises or to be prohibited from using the club facilities if, in the opinion of the Honorary Secretary, he or she shall not have reasonably complied with the above conditions.

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| <u>Control of dogs</u>          | 69. | No dogs may be brought into the club premises.  |
| <u>Admittance of children</u>   | 70. | Children under fourteen years of age have full use of the club premises where suitable and should at all times be in the direct supervision of a responsible adult.   |
| <u>Control of car parking</u>   | 71. | Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to the club premises or dinghy park.  |
| <u>Opening of club premises</u> | 72. | The club premises shall be open to members at such times as the General Committee shall direct.   |
| <u>Permitted Hours</u>          | 73. | The permitted hours for the sale of intoxicating liquor are as follows:<br>i. All days except Good Friday and Christmas Day - 11.00 am to 11.00 pm<br>ii. Good Friday and Christmas Day - 12.00 pm to 2.00 pm and 6.00 pm to 9.30pm |

and the bar will be open at these hours or other such hours as may be decided by the Committee subject to any restrictions imposed by the Licensing Justices

Craft

74. Only craft adequately insured for third party risks will be allowed on the water. It is the responsibility of craft owners and users to ensure that they carry sufficient insurance to cover liability for damage and/or injury to third parties, and they shall sign a declaration to this effect before being permitted to sail.

Only craft in the classes determined by the committee are permitted to sail.

Craft may be subject to inspection and test before being admitted to the register.

Each craft must have sufficient buoyancy, when submerged, to be able to support it and crew.

Any craft being brought to the water from outside the Club premises may be inspected by the Duty Officer for bottom cleanliness before taking to the water.

Abandoned  
Boats

75. In addition to the powers given to the Committee under Rule 17, and Rule 41 hereof if, at any time, any fees payable to the club by any member or former member shall be three months or more in arrears and a vessel the property of a member or former member remains upon the club premises, the Committee may: -

- (a) Move the vessel to any part of the club premises without being liable for any loss or damage to the vessel howsoever caused.
- (b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel and deduct any monies due to the club, (whether by way of arrears of subscription or annual payments, mooring, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- (c) Alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.
- (d) Further the club shall at all times have a lien over members' or former members' boats parked or moored on the club's premises or club moorings in respect of all monies due to the club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

**PROVIDED ALWAYS THAT:-**

- (e) 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 vessel is sold the proceeds of sale (less any indebtedness by the member or former member to the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.



## Record of amendments

<b>Issue Date</b>	<b>Changes made</b>
03DEC04	Issue for Club Members Approval at Annual General Meeting
21MAR05	Approved at Annual General Meeting on 6 March 2005
08MAY07	Approved at Annual General Meeting 11 March 2007
01MAR08	Typographical corrections made and thorough check to ensure all approved changes have been incorporated
28MAR12	Revision to incorporate changes to Section 8 – Byelaw 67 regarding family members and social members; and Section 3 regarding family membership as approved at the 4 March 2012 Annual General Meeting.
20JAN15	Revision to incorporate changes approved at 3 March 2013 Annual General Meeting being: a) Section 3 Item 7, the addition of definitions and the addition of a new category entitled 'family membership with extended education', and b) Section 4 Item 48, the increase from 16 years to 18 years under which purchase of tobacco or cigarettes is not permitted. This revision also incorporates a change approved at 12 March 2014 Annual General Meeting being: a) Section 2 Item 3 regarding Officers and the addition of RYA Training Principal including duties and conditions.
29JAN16	Change to social members requiring them to do one day or equivalent in duties per person per year subject to approval at the 6 Mar 2016 AGM
23MAR17	Amend Rules 7, 30 and 36 to reflect wishes of 2017 AGM.
30/11/2018	Addition to rule 56 to require full details of proposals to be supplied and circulated prior to the AGM
31/11/2018	Addition of a new rule No 66: Voting on monetary matters and sequential renumbering of all subsequent rules. Changed Data Protection for GDPR reference.