



**WEST OXFORDSHIRE SAILING CLUB**

**RULES**

**November 2020**

## **NAME AND BURGEE**

- 1 The name of the Club is '**The West Oxfordshire Sailing Club**'. The burgee of the Club is triangular with the upper half red and the lower half blue.

## **OBJECTIVE**

- 2 The objective of the Club is to provide facilities for and to promote the participation of the whole community in the sport of sailing.

## **MEMBERSHIP**

- 3 Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion, or beliefs; or age, sex or disability except as a necessary consequence of the requirements of sailing as a particular sport.
- 4 The General Committee may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute or refusal to obey club rules. Appeal against such a decision may be made to the Club's members and decided by a majority vote.
- 5 Membership of the club lasts for a maximum of a year. The membership year runs from the first day of March to the last day of February.
- 6 Memberships may be granted in the following categories:
  - a) Adult members (persons over the age of 18 and not in full time education at the start of the membership year);
  - b) Student members (persons over the age of 18 and in full time education at the start of the membership year);
  - c) Family members (members of one immediate family comprising one or two adults and their dependent children, children being under the age of 18 or in full time education at the start of the membership year. (An immediate family does not include grandchildren, biological relatives, and those related through marriage, such as a brother-in-law, friends or work colleagues.)
  - d) Junior members (persons over the age of 16 and under the age of 18 at the start of the membership year);
  - e) Senior members (persons over the age of 60 who have been a member of the club for at least 10 years and no longer keep a boat on Club premises);
  - f) Honorary members (persons who has given exceptional service to the Club); this status may be extended to include the individual's partner.
  - g) Special members (persons of any age at the discretion of the General Committee)
  - h) Country Members: Open to any adult, family or student member whose main residence moves to 100 or more miles from WOSC. A reduced membership fee shall be payable and one may revert to established membership at any time on payment of the appropriate difference in fees. Such members may make occasional visits to the club, have access to the clubhouse and facilities and participate in events (but may not accrue results in normal club race series). Country members are not entitled to store boats at the club, may not sign in guests, have no right to camp at the club, but may hire club boats, subject to the usual terms and conditions. Such members will not be expected to carry out duties and such memberships shall not contribute to the total number of

memberships of the club and country members shall not have voting rights at general and other club meetings.

- i) Temporary membership: At the discretion of the General Committee, temporary membership may be granted under categories a, b, c & d to promote the sport of sailing. The temporary membership fee, granted under these conditions, will be the same as the prevailing rate for full membership of that category, together with a joining fee. Membership will expire on the last day of February at the end of the membership year with no right of renewal.

In addition, temporary memberships may be granted, at the discretion of the General Committee, for the remainder of the membership year including one guaranteed place on an RYA Level 1 & Level 2 adult training course. The fee will be set by the General Committee. Membership will expire on the last day of February at the end of the membership year with no right of renewal.

Undertaking club duties as outlined in the rules is a condition of all temporary memberships. Temporary members do not have voting rights at club general meetings and the total number of temporary memberships shall not exceed 10% of the maximum number of full memberships as set under rule 8 and temporary memberships will not contribute towards the total number under rule 8.

At the end of the membership year, current temporary members may apply to become full members if places are available. Successful applicants who become full members in the year following temporary membership will have their joining fee waived.

- 7 A list of the names of all current members in all categories shall be produced monthly by the Membership Secretary and made available for viewing at the Club premises.
- 8 The maximum number of memberships of the club shall be proposed annually by the General Committee and agreed at the Annual General Meeting.
- 9 The annual fee for the various types of membership and the joining fee for new members shall be proposed by the General Committee and agreed at the Annual General Meeting.

#### **APPLICATION FOR MEMBERSHIP**

- 10 Applicants for membership shall complete an application form. The completed form shall be sent to the Membership Secretary with the relevant membership fee and joining fee where applicable.
- 11 An applicant whose application for membership is approved in March, April or May shall be required to pay the full annual membership fee. Applicants whose application for membership is approved from June onwards shall be required to pay 10% of the annual membership fee for each month or part month of their membership. All applicants will be required to pay the full annual membership fee at the beginning of the next full membership year.
- 12 If the agreed maximum number of memberships is reached, any further applications shall be placed, in order of receipt, on a waiting list. Applicants wishing to have their names registered on the waiting list shall be required to pay a non-returnable registration fee which will be set against their membership fee and joining fee when full membership is granted.

- 13 Agreement to an application for membership shall only be given at a routine meeting of the General Committee or at a special meeting convened for that purpose.
- 14 In the period between applying for membership and the granting of membership by the General Committee, applicants, including those on the waiting list, may only make use of club facilities if signed in as a visitor by an existing club member and after paying the relevant visitor's fee. An applicant for membership may use the club as a visitor on only three occasions.

### **ELECTION OF HONORARY MEMBERS**

- 15 The Club, on the recommendation of the General Committee, may at the Annual General Meeting elect honorary members. The total of such honorary members shall not at any time exceed five percent of the maximum number of memberships permitted under rule 8. Joint Honorary Membership (a married couple or equivalent) shall count as one membership.

### **FREEDOM OF INFORMATION**

- 16 As part of the management of the Club, the Membership Secretary shall maintain a record of the names, addresses and telephone numbers of all members together with information about their boats. Membership of the Club and acceptance of these rules will be deemed to constitute consent to the holding of relevant personal data for the purposes of the General Data Protection Regulations May 2018.

### **ACCURACY OF PERSONAL INFORMATION**

- 17 At the time of membership renewal, the Membership Secretary shall provide members with a copy of the information held about them in club records. Members shall check and update this information as necessary and ensure that the information is kept up to date and accurate through the membership year by advising the Membership Secretary as changes occur.

### **RETIREMENT FROM MEMBERSHIP**

- 18 Any member wishing to retire from the Club may notify their intention to the Membership Secretary at any time. No refund of any membership fee will be made on retirement.

### **RENEWAL OF MEMBERSHIP**

- 19 The Membership Secretary shall send out reminders of membership renewal to all existing members during January of each year. It will be assumed that any membership has lapsed if it is not reconfirmed by either receipt by the Membership Secretary of a completed and signed renewal application form or completion of the online renewal process and payment of the appropriate membership, berth, and if applicable locker fees, in full, by 1 March. Once a membership has lapsed, the person or persons involved shall not be entitled to exercise any rights or privileges of membership including the storage of boats at the club.
- 20 On 1 March, the Membership Secretary will invite any applicant for membership on the waiting list to confirm their application and to pay the balance of their annual fee and joining fee. When all waiting list applicants have accepted or declined membership the Membership Secretary will allow general applications through the website.
- 21 Any person whose membership has lapsed due to failure to renew their membership by 1 March may apply to re-instate their membership using the normal membership

application process and paying the annual subscription, joining fee and any outstanding debts due to the Club (e.g. arising from abandoned boats) as appropriate. In exceptional circumstances, the payment of the joining fee may be waived at the discretion of the General Committee.

## **MEMBERSHIP DUTIES**

- 22 The club is run by the members for the members. To make this work all adult / senior / student members and a minimum of one adult representative from all family memberships are required to assist in the running of the club by performing official duties as required by the Officers and Committee of the Club. Official duties are defined to include the following:
- a) Race Officers of the Day
  - b) Assistant Race Officers of the Day
  - c) Patrol Boat Drivers during races (if qualified)
  - d) Galley or bar duty
  - e) Any other duties as required

## **CONDITIONS OF MEMBERSHIP**

- 23 In applying for and renewing membership of the Club, members shall be required to sign to say that they undertake to comply with these rules. Any refusal or neglect to comply with these rules or any conduct which in the opinion of the General Committee is either unworthy of a member or otherwise injurious to the interest of the Club shall render a member liable to action by the General Committee (see rule 27).
- 24 Any member of the General Committee shall have authority to request that a member (or members) comply with these rules or cease any conduct that the member of the General Committee considers to be unworthy of a member or injurious to the interest of the Club. Members are expected to comply with such requests.

## **ACTION TAKEN AGAINST MEMBERS**

- 25 Where the request by a member of the General Committee (see rule 24) cannot be resolved amicably, the member of the General Committee shall write to the Commodore setting out the ground for the dispute. If informal action by the Commodore or other members from the General Committee cannot achieve a resolution of the dispute, the Commodore shall set up a Dispute Committee consisting of three independent members drawn from the General Committee and invite them to interview the member of the General Committee raising the dispute and the member (or members) involved in the dispute to establish the circumstances of the dispute and to recommend a course of action. The Dispute Committee shall report their findings to the parties in dispute and if a resolution still cannot be achieved, the Dispute Committee shall report their findings and their recommendations to the General Committee either at the next regular meeting or at a specially convened meeting.
- 26 Where the recommendation from the Dispute Committee is to take action against a member or members, the decision to take action must be supported by the General Committee following a secret ballot and can only be carried with a vote of at least 75% in favour.
- 27 The options available for action by the General Committee against members are:
- a) For the Commodore to issue an oral reprimand to the member (or members) based on a written record of the dispute which will state the details of the dispute, the improvement required and the timescale of action and the consequences of any additional incidents. The written record will be kept by the Club Secretary for

12 months, after which, subject to the agreement of the General Committee, the record may be removed;

- b) For the Commodore to issue a private letter to the member (or members) to be delivered by recorded delivery to the address of the member(s) in the membership list which will state the details of the dispute, the improvement required and the timescale of action and the consequences of any additional incidents. A copy of the letter(s) will be kept by the Club Secretary for 24 months, after which, subject to the agreement of the General Committee, the letter(s) may be removed;
- c) For the Commodore to issue a private letter to the member (or members) to be delivered by recorded delivery to the address of the member(s) in the membership list which will state the details of the dispute and the decision by the General Committee not to recommend the renewal of membership for the member or members;
- d) For the Commodore to issue a private letter to the member (or members) to be delivered by recorded delivery to the address of the member(s) in the membership list which will state the details of the dispute and the decision by the General Committee for the immediate expulsion of the member (or members).

28 Appeal against refusal of or removal from membership may be made to the members in accordance with Rule 4.

## **OFFICERS**

29 The Club is run by its members on a voluntary basis and all officers of the Club shall be elected to honorary positions.

30 The Officers of the Club shall consist of:

Commodore	Vice Commodore
Rear Commodore	Club Secretary
Treasurer	Sailing Secretary
Bar Secretary	Membership Secretary
Social Events Coordinator	Galley Coordinator
Publicity Secretary	Harbour Master
Youth Development Officer	Bosun
Bookings Secretary	Sailing School Principal
Maintenance and Improvements Coordinator	Child Welfare Officer

31 A list of the names of the officers of the Club shall be available for inspection at the Club premises.

32 The Officers of the Club, other than the Rear Commodore shall be elected at the Annual General Meeting in each year to hold office until the conclusion of the next Annual General Meeting. The retiring officers shall be eligible for re-election. The Commodore's term of office shall last for a maximum of two (2) years.

33 The retiring Commodore shall be invited to accept the title of Rear Commodore and to attend General Meetings for a two-year period. After this, he or she shall be able to attend meetings of the General Committee by invitation.

34 The Annual General Meeting may elect a member to the post of Captain. Candidates for this post shall be chosen from those members who have never been officers of the Club but have made a significant contribution to the Club

## **GENERAL COMMITTEE**

- 35 The General Committee shall consist of the Officers, the Captain and not more than five members of the Club elected at the Annual General Meeting to hold office until the conclusion of the next Annual General Meeting. If the number of candidates duly proposed and seconded for Officers or general members of the Committee exceeds the number of vacancies to be filled, an election shall be held. The election shall be by ballot.
- 36 If a vacancy occurs in the General Committee by death or resignation, the General Committee may co-opt a member to fill the vacancy.
- 37 The quorum for the General Committee shall be six (6) members.
- 38 Rule deleted.
- 39 Rule deleted.

#### **OTHER SUB COMMITTEES**

- 40 The General Committee may appoint such additional Sub-Committees as it may think fit to undertake management tasks provided that at least one of the members of any such Sub-Committee shall be a member of the General Committee. The General Committee may co-opt members to serve on any Sub-Committee.

#### **MANAGEMENT OF THE CLUB**

- 41 The affairs of the Club shall be wholly managed by the General Committee according to these rules.
- 42 The General Committee shall:
  - a) apply the funds of the Club to provide the facilities and services required to achieve the objective of the Club (rule 2);
  - b) consider and develop proposals to apply on behalf of the Club for such loans as may be necessary to provide additional facilities to achieve the objective of the Club (rule 2) using the property owned by the Club as security for the loan. The proposal to apply for a loan shall be made either at the Annual General Meeting or at an Extraordinary General Meeting called for the purpose of discussing the loan. Any proposal to apply for a loan on behalf of the Club shall be proposed and seconded at the meeting and shall be put to the vote. Provided that, on a show of hands or, if demanded, on a poll, a majority of two thirds of the votes of those members present and voting shall be cast in favour of the proposed loan, then the proposal shall be deemed carried. If approved, the application for the loan shall be made on behalf of the Club using the property owned by the Club as security for the loan by any two of the following club officers: the Commodore, the Secretary and the Treasurer with, if necessary, the agreement of the trustees.  
  
and
  - c) make such bye-laws and regulations as it thinks fit for the management of any Club premises and control of the hours of opening for the supply of intoxicating liquor.
- 43 It shall be the responsibility of the Treasurer to keep a complete and accurate account of the Club's finances.

- 44 The Income and the Property of the Club shall be applied solely towards promoting the Club's objective as set forth in these rules and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 45 Any member of the General Committee may upon the complaint of any person lawfully upon the Club premises or water, concerning the behavior of any person or persons there present, request such person or persons to leave the premises or water upon being reasonably satisfied that it is necessary or desirable to do so.

### **HONORARY AUDITOR**

- 46 At the Annual General Meeting, an Honorary Auditor shall be appointed to examine the accounts of the Club for the following financial year. The Honorary Auditor can either be one person who is independent to the club, or two ordinary members who are not members of the current WOSC General Committee. In the event that the person or persons appointed as Honorary Auditor is/are unwilling or unable to examine the accounts, the General Committee shall appoint a substitute.
- 47 Before each Annual General Meeting, the Honorary Auditor shall be invited to examine the accounts and add a statement as to whether the accounts are in agreement with the accounting records. A copy of the examined accounts shall be prominently displayed in the Club premises for at least fourteen days immediately prior to the Annual General Meeting.

### **GENERAL MEETINGS**

- 48 An Annual General Meeting shall be held on a day in the months of November or December to be fixed by the Commodore. No more than 15 months shall elapse between meetings.
- 49 No business (except the passing of the accounts, the election of Officers and General Committee members, the appointment of the Auditor, the establishment of the maximum number of memberships, the annual membership fee and any business that the General Committee may order to be inserted in the notice convening the meeting) shall be discussed at such meeting unless notice is given in writing to the Secretary before the 1st October prior to such meeting.
- 50 All nominations for the positions of Club Officers must be given in writing to the Secretary before 1st October prior to such meeting along with a notice of acceptance that the member nominated will be prepared to stand for election. The list of nominations will be published with the Agenda of the Annual General Meeting.
- 51 The General Committee may at any time call an Extraordinary General Meeting of the Club for any specific business. The discussion at such an Extraordinary General Meeting shall be confined to the business stated in the notice sent to members.
- 52 Thirty members (or if the total number of memberships of the Club is less than one hundred and fifty then one fifth of the total) may join together to require the Secretary to summon an Extraordinary General Meeting.
- 53 The Secretary shall at least fourteen days clear before the date of the Annual General Meeting or any Extraordinary General Meeting, post or deliver to each member notice of the meeting and of the business to be brought forward. Notification may be sent by email.
- 54 At the Annual General Meeting or an Extraordinary General Meeting of the Club, each member present over the age of 18 (other than honorary, or special members) shall have one vote. Honorary and junior members shall be entitled to attend such meetings

but shall have no vote. In case of equality of votes, the Commodore shall have a second or casting vote.

- 55 The quorum of a General Meeting shall consist of thirty (30) members or one-fifth of the memberships, whichever is the smaller number.

### **CHANGE OF CLUB RULES**

- 56 Any alteration or addition to these Rules proposed by a member of the Club shall be considered at the Annual General Meeting or an Extraordinary General Meeting. The proposal shall be given to the Secretary in writing before the 1st October or at least one month before any Extraordinary General Meeting at which the proposal is to be brought forward. Particulars of any such proposed alterations or additions shall be set out in the notice convening the meeting.
- 57 All proposed alterations or additions to these Rules shall be proposed and seconded at a General Meeting and shall be put to the vote at the meeting. Provided that, on a show of hands or, if demanded, on a poll, a majority of two thirds of the votes of those members present and voting shall be cast in favour of the proposed alteration or addition then the proposal for the change shall be deemed carried.
- 58 The Secretary shall as soon as possible and in any event within 28 days of the making of any such alteration or addition to these Rules give written notice of the change to the Chief Officer of Police and to the Clerk of the Local Authority. The Secretary shall also give written notice to the Clerk of the Magistrates of any change in the hours fixed as the permitted hours for the consumption of intoxicating liquor.

### **INSURANCE**

- 59 No member or other person shall at any time use or keep a hard hulled boat, canoe or board on the Club's property unless covered by insurance against third party liability to an amount as shown on a current application or renewal form to cover any one accident. All members on initial application and on renewal shall be required to sign to say that such insurance is in place. The General Committee shall ensure that all boats owned by the Club and made available for use by club members or participants in RYA sailing courses organized at the club are covered by equivalent insurance.

### **LIMITATION OF CLUB LIABILITY**

- 60 Members of the Club, their guests and visitors shall use the Club premises and any other facilities of the Club entirely at their own risk. On application for and renewal of membership, members shall be required to sign to acknowledge their acceptance that:
- a) the Club will not accept any liability for any damage to property or loss of property belonging to members, their guests or visitors to the Club;
  - b) the Club will not accept any liability for personal injury arising out of the use of the Club premises or any other facilities provided by the Club either sustained by members, their guests or visitors 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, Committee or servants of the Club.
- 61 This statement of the limitation of Club liability shall be exhibited in a prominent place within the Club premises.

### **USE OF THE CLUB**

- 62 A member of any club recognized by the Royal Yachting Association (as found in the RYA Year Book) may, and any participant in any RYA sailing course organized at the club shall, be authorized to use the premises of this Club. The authorization shall specify between which dates the person may use the Club premises. Such authorization shall not last more than fourteen days. Any visitor using their own boat on the Club property shall be covered by third party insurance in accordance with Rule 59.
- 63 Any person who is a competitor in any race sponsored by or on behalf of the Club (helm and crew and their guests) may be permitted to use the Club premises and water within a period of twenty-four hours before and after the race in which they are competing provided that any competitor shall be covered by third party insurance in accordance with Rule 59.

## **VISITORS**

- 64 A member may invite not more than five persons which includes adults and children ("Guests") at any time to the Club premises. For the purpose of this rule, Family memberships count as one member. Members must sign their guests in by entering the names and addresses of their guests in the visitor's book and must pay the fee as stated in the visitor's book. The member is personally responsible for their guest(s) whilst they are on Club premises. A member may not invite any person who has been refused or expelled from membership without the prior consent of the General Committee
- 65 The maximum number of times that any one guest may visit the Club premises in any calendar year is three (3). A member wishing to invite more than five persons to the Club premises (Rule 64) or exceed the maximum numbers of visits per year (Rule 65) must request and receive the prior consent of the General Committee

## **SALE OF INTOXICATING LIQUOR**

- 66 The Club Secretary shall ensure that a licence for the sale of intoxicating liquor at the Club premises at Hardwick is obtained to facilitate the social activities of the Club.
- 67 Intoxicating liquor may be sold by or on behalf of the Club for consumption on the Club premises to members and their guests and to any person visiting the Club under Rules 62 and 63. No intoxicating liquor shall be supplied to a member unless the length of their membership is greater than two days.
- 68 Intoxicating liquor may be sold to persons attending the club premises for social or other functions organized or authorized by the club provided that the number of such functions shall not exceed 12 in any one year. No third party hiring the premises may charge admission to a function either by ticket or otherwise.
- 69 The club bar may open only for the sales and consumption of intoxicating liquor during the hours permitted by the current bar license.
- 70 Any extension to these hours must be applied for (maximum 12 per year)
- 71 Intoxicating liquor shall not be supplied by or on behalf of the Club to anyone under the age of 18 years nor for consumption off the Club premises to anyone other than a member.

## **HEALTH AND SAFETY**

- 72 The General Committee shall arrange that a risk assessment for the activities carried out at the Club is carried out and reviewed annually. The risk assessment shall be displayed prominently on Club premises and the actions identified to minimize risk shall be followed by members and visitors.
- 73 In particular:
- a) Appropriately sized (complying with the manufacture's weight guide) non self-inflating buoyancy aids shall be worn by all persons on the water in any type of boat, canoe or windsurfer at all times. The Club does not supply or provide buoyancy aids and it is the responsibility of all members to provide their own;
  - b) Adults shall be responsible for the safety of their dependent children and their guests at all times;
  - c) Drivers of vehicles shall observe a speed limit of 10 mph on club premises and the entrance road and shall take special care when reversing;
  - d) Kill cords shall be used by the drivers of all powered craft on the Club water;
  - e) Persons under the age of 16 shall not travel in the patrol boat unless picked up from the water during rescue operations. Persons under the age of 16 (i) may travel in a separate committee boat at the discretion of the Officer of the Day; (ii) travel in a motor boat if deemed necessary by the person in charge during club-organised junior sailing
  - f) No hard-hulled craft shall be taken into the areas buoyed off for the purpose of swimming;
  - g) No swimming, other than subsequent to a capsized, is permitted outside the designated swimming areas.
  - h) In the event of an injury to any person on the club premises, details, including whether medical attention was required, are to be entered into the accident book which is kept in the clubhouse, and duly signed by a witness and the injured person if possible.

#### **STORAGE OF BOATS ON CLUB PREMISES**

- 74 Use of boats on Club premises is limited to canoes, windsurfer boards, rowing boats and single hulled sailing dinghies less than 5.0 metres in length or having a Portsmouth Number (PN) greater than 970, PN being defined by the RYA in YR2 unless special agreement is obtained from the General Committee. On safety grounds, the Sailing Committee may place further restrictions on boats permitted to compete in racing.
- 75 Before bringing any sailing dinghy, rowing boat, canoe or windsurfer board (hereafter referred to as a boat) to the club for the purpose of storage on Club premises, members must register their intention with the Harbourmaster and obtain details of an available storage location.
- 76 Members storing boats at the Club should ensure that they are suitably secured to prevent damage to themselves or to other boats.
- 77 Each membership of the club (Adult, Family, Student or Junior) may request two berths for the storage of registered sailing dinghies or rowing boats on Club premises. The club will use its best endeavors to meet such requests subject to the availability of space.
- 78 Berths shall be large enough for the storage of one sailing dinghy or rowing boat and may be used, in addition, for the storage of one or more canoes or windsurfer boards.

Where unused space exists, members may apply to the Harbourmaster for more than two berths.

- 79 Under normal circumstances, berths storage locations will remain unchanged on renewal of membership. However, berths may be subject to change during the year, at the discretion of the Harbourmaster, as changes occur to requirements.
- 80 In allocating berths, it is appreciated that berths close to the Club House are more desirable than those further away. No adult member or family membership with more than one boat will be allocated more than two berths in the more desirable locations.
- 81 All registered boats shall be identified by the use of a boat sticker carrying the membership number which shall be issued, after membership renewal or after notification of a change, by the Harbour Master. Boat stickers shall be placed on boats in a prominent and visible location. Any boat not carrying a valid sticker after 1 May will be assumed to have been abandoned. Any trolley or trailer stored in the designated trolley park must be clearly marked with the owner's name and membership number. Any trolley or trailer not marked after 1 May will be considered as abandoned and the Club will dispose of these items as it sees fit.
- 82 If the Harbourmaster decides that it is necessary to move a registered boat, he / she will inform the member concerned by letter / email sent to the member's address in the membership list to request that they move their boat to the new location. If the requested move has not taken place within 2 months, the Harbourmaster will arrange for the boat to be moved to the new location.
- 83 Members selling boats to other members or changing boats should inform the Harbourmaster so that the change can be registered. Failure to register the changes may result in an unidentified craft being removed from the Club premises under Rule 85.

## **ABANDONED BOATS**

- 84 Any member of the Club who resigns or is deemed to have resigned by not paying their renewal subscription by 1 March is required to remove all registered boats from Club premises within one month of their resignation. Any previously registered boats belonging to members who resign or are deemed to have resigned on Club premises after one month of the resignation and any unregistered boat shall be treated as being abandoned.
- 85 For any abandoned boat/trailer (Any item that is unidentifiable as being linked to a current member):
- a) The Harbour Master shall be entitled to arrange to move the boat/trailer to another storage location in any part of the Club premises without being liable for any loss or damage to the boat howsoever caused;
  - b) The Harbour Master, when the member/former member can be identified, shall upon giving one month's notice by:-
    - i) Sending an email to the member/former member at his or her email address, or a letter to their home address (in either case, using details as last recorded in the membership list).
    - ii) And post details of abandoned boat/trailer on the Abandoned Boat webpage.
    - iii) Informing the member/former member of the intention to deal with the boat/trailer as abandoned.

- c) Where the ownership of any boat/trailer cannot be reasonably be identified due to lack of records in membership declarations or placement of current sticker the Harbour Master will place the item on the Abandoned boats webpage for a minimum of one month.
- d) After the appropriate periods in b) and c) above the Harbour Master will then take his/her recommendations to the General Committee as to sell or scrap the boat/trailer dependant on condition and to deduct any monies due to the Club (whether by way of arrears of subscription or otherwise) from the net proceeds of the sale before accounting for the balance (if any) to the member/former member, or seek to recover from the member/former member any expenses incurred in the disposal.

### **OWNERSHIP OF THE CLUB**

86 The Club and its lands are legally owned by the four Trustees to be held in trust for the benefit of its members in accordance with the Deed of Trust.

### **DISSOLUTION OF THE CLUB**

87 In the event of the dissolution of the Club, and assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies: a) A registered charitable organization; b) Another Club which is a registered CASC; c) The Royal Yachting Association for use by them for related community sports.

## **CLUB MANAGEMENT RULES**

### **Car Parking**

Cars may only be parked in the designated areas as planning permission has not been granted for any other location. Members must not park in the allocated officer parking area.

### **Security**

Members must ensure that the Clubhouse and other buildings are locked at all times when no other members are nearby e.g. they are sailing or picnicking etc. Members are also reminded to carry their Membership Card and display their Car-Sticker when at the Club. A membership and car check may be made at any time by any Committee Member.

The last member leaving the Club must ensure that the Clubhouse and other buildings are left secure and that the gates to the boat park are closed and locked.

### **Dogs**

Dogs must be kept on a lead whilst on the Club's premises except when they are being exercised beyond the boat parks. Only guide / assistance dogs are permitted in the clubhouse and on the decking in front of the clubhouse.

### **Access to the Premises**

The main motor car track to the Club is also a 'Right of Way' access for others (e.g. members of Newland Angling Club and Linear Fisheries) and must be kept clear at all times.

### **General Items**

No boat, other than a club patrol boat with an engine may be used on the lake without the express permission of the Committee.

Portable radios etc. may not be used within the boundaries of the club.

### **Removing boats from the boat park**

Any member removing a registered boat from an allocated berth at the Club with the intention of returning it, must mark the berth while it is unused to indicate the type of boat, the boat number and the name of the owner. If the berth is not marked, it will be assumed that the berth is no longer required. Marked berths that are not used for long periods may, after discussion with the relevant member, be re-allocated by the Boat Storage Sub Committee.

### **Hiring of Club boats**

A hiring fee, fixed by the General Committee, is charged for the use of Club boats. The fees are used for the maintenance of the boats.

Club Optimist dinghies are provided for the sole use of the children of family members. No charge is made for the use of Optimist dinghies. There is no charge made for the use of a Topper during organized Junior (less than 18 years old) Training. A charge is made for the use of a Topper at any other time.

A record of each hire of a Club boat must be made in the Hire Book kept at the Bar. The hire fee must be paid prior to the use of the boat. The fee should be placed in one of the envelopes provided in the Hire Book and marked with the hirer's name, the type of boat being used, the date and the fee. **The Hire Book will contain instructions for depositing the envelope.**

Members using club boats shall ensure that the correct sail/s and other gear are checked and serviceable. Any defects shall be reported as soon as practicable to the Bosun and the boat shall not be used until repairs are carried out.

Club Boats may not be hired out to non-members unless they are a member of an affiliated R.Y.A. club and proof is shown.

At the end of a session using a club boat, the boat should be de-rigged and the boat returned to the original place in the boat park and secured in position and the sails should be returned to their original storage location.

### **Open Water Swimming**

- The small top lake will be for the sole use of open water swimmers and human powered paddle craft. No engine powered or sailing vessels may use this lake.
- If a boat is required for maintenance activities, swimming must cease for the duration.
- Before undertaking the activity of open water swimming, a member must have agreed to abide by the outcomes of the risk assessment and lake side signage.
- For open water swimming it is a condition that there must be a minimum of two persons present and the safety craft must be available.
- As with other water sports any member undertaking the activity of open water swimming must understand the risks inherent in this activity and be medically fit and competent to undertake it.