

RULES

1. NAME AND OBJECT

- 1.1 The name of the Club shall be 'Castle Cove Sailing Club' (hereinafter referred to in these rules as the Club).
- 1.2 The object of the Club shall be to promote and facilitate community participation in the sport of sailing.

2. OFFICERS OF THE CLUB

- 2.1 The Officers of the Club shall be Ordinary, Adult Family or Junior Members of the Club and shall consist of a Commodore, Vice-Commodore, Rear-Commodore Sailing, Rear Commodore Shore, Honorary (Hon) Secretary, Honorary (Hon) Treasurer, Honorary (Hon) Sailing Secretary.

3. MEMBERSHIP

- 3.1(a) Membership of the club shall be open to anyone interested in the sport of sailing on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership shall, however, be limited according to available facilities on a non-discriminatory basis
- 3.1(b) Anyone who sails regularly with the Club shall seek membership
- 3.2 There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder and with the following rights and privileges.
- 3.3 Ordinary, Adults within Family membership, Junior and Honorary Members shall be referred to, where appropriate, as Full Members within the Rules and Byelaws of the Club.
- 3.4 **AN ORDINARY MEMBER** - being a person who, at the date of election is over the age of 24, shall have one vote and shall have the full use of all the Club facilities.
- 3.5 **A FAMILY MEMBER** - which expression shall include his/her spouse (as may be) (herein referred to as 'Adult Family') and any of their children less than 18 years of age on 1st February in the subscription year. (S)he shall have the full use of all the Club facilities subject only to Rule 10.1 The family unit shall have two votes, exercisable by the Adult Family Members.
- 3.6 **A JUNIOR MEMBER** - being a person who is aged not less than 18 years nor more than 24 years on 1st February in the subscription year shall have one vote and shall have the full use of all the Club facilities.
- 3.7 **A CADET MEMBER** - is a person who, at the date of election, is under the age of 18 but at least 12 years of age on 1st February in the subscription year or a Family Member of less than 18 years of age on the 1st February in the subscription year. (S)he shall have the full use of all the Club facilities subject only to Rule 10.1. (S)he shall have no vote.
- 3.8 **GROUP MEMBERS** - Non-commercial organisations or groups providing education or training may apply for membership. The fees for both membership and facilities shall be decided by the Committee. Group membership entitles the group to one vote.
- 3.9 **HONORARY MEMBERS** are individually elected by the Club and shall have the full use of all the Club facilities. An Honorary Member shall have one vote.
- 3.10 **EX-OFFICIO HONORARY MEMBERS** have Honorary membership temporarily conferred in recognition of their appointments in other clubs and associations. They shall have no vote.
- 3.11 **DISCRETIONARY MEMBER** - Discretionary membership may be granted at the discretion of the Committee to long-standing Members who no longer use the Club's boating facilities and to non-members who have contributed to the club They shall have no vote. Those granted Discretionary Membership shall pay no joining fee

- 3.12 **LIFE MEMBERSHIP** - A category of life membership may be introduced by the Committee for a maximum of 20 individual Members at any time who shall already hold Ordinary or Family Membership (but excluding Cadet Members). In the event of over-subscription, they shall be selected by random ballot by the Committee. The subscription for Life Membership shall be determined by the Committee at the time of offer. A Life Member shall have one vote.
- 3.13 **TEMPORARY MEMBERSHIP**
- 3.13.1 Temporary Members shall have no vote.
- 3.13.2 There shall be the following sub-categories of Temporary Members:
- a. Temporary Member (on application)
 - b. Temporary Member (Sailing Event)
 - c. Temporary Member (Social Event)
 - d. Temporary Member (Cruising)
- 3.13.3 A visitor may join the Club as a Temporary Member and shall pay fees as set out in the relevant Byelaws.
- 3.13.4 *A visitor who is invited by a Club member who is not part of a Club event and wants to sail their own boat may, as a Temporary Member (on application), pay the fees set out in the relevant Byelaws. The visitor must be accompanied by the member at all times whilst on the Club site and have not less than £2million Third Party Insurance.*
- 3.13.5 A visitor who is registered as sailing or officiating in any race, series of races or any event sponsored by or on behalf of the Club shall be deemed to be a Temporary Member (Sailing Event) and is entitled to use the Club premises, within a period of 24 hours before and after the races, series of races or event. The rule shall apply to their families and partners.
- 3.13.6 Any visitor invited by a Member to attend a Social Event that has been approved by the Committee under the conditions of the relevant Byelaws shall be deemed to be a Temporary Member (Social Event) for the duration of the Social Event
- 3.13.7 The crew of visiting yachts using a mooring (subject to the relevant Byelaws) for fewer than 7 days shall be automatically regarded as Temporary Members (Cruising) during the period of their visit to the Club.
- 3.13.8 A Temporary Member:
- a. Shall have no right to enter Club races or regattas unless specifically authorised by the Hon. Secretary or Committee or registered under Rules 3.13.4 and 3.13.5.
 - b. Shall have no right to introduce visitors to the Club or its facilities.
 - c. Shall have no right to take any part in the management of the Club.
 - d. Is held to imply his or her acquiescence thereafter to the Club Rules and current Byelaws as if he or she were a Member of the Club.
 - 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 an Officer of the Club, he or she shall not have reasonably complied with the above conditions.
- 3.14 **MEMBERSHIP SUSPENSION**
- 3.14.1 A member may request to suspend their membership for a maximum of 5 years, after which they will be deemed to have left the Club.
- 3.14.2 Should a suspended member wish to rejoin after 5 years from the date of suspension they will be required to submit a new application and pay all the appropriate joining fees.
- 3.14.3 A suspended member shall have no rights or be eligible to take part in Club activities.

4. ANNUAL SUBSCRIPTIONS

- 4.1 The membership year runs from 1 February to 31 January.
- 4.2 The rate of Joining and Subscription fee for each category of Membership shall be proposed by the Committee to the Members at the Annual General Meeting in each year. Approved changes shall become operative on the first day of February in the year following. The current rate of Joining and Subscription fee shall be displayed on the club website and published in the handbook. Membership subscriptions shall be kept at levels that will not pose a significant obstacle to people participating.
- 4.3 Members may use Club facilities as described in the Byelaws. The fees for use will be prescribed by the committee and published in the Handbook.
- 4.4 All new Members shall pay the Joining fee, their first annual subscription and other fees as shall be requested within one month of notification of election to the Club. In default of such payment, the membership election shall be void unless sufficient cause for delay is shown.
- 4.5 Members shall pay annual subscriptions on or before the first day of February in each year. Members who have not paid their Annual Subscription on or before the last day of February in each year will be deemed to have withdrawn from membership and must re-apply and pay a joining fee if they wish to be reinstated as a member. Where fees for use of Club facilities apply, Members intending to use such facilities (e.g. boat storage and moorings) shall pay in advance of usage.
- 4.6 Members joining other than in February shall pay an approximate pro-rata membership fee determined by the table in Byelaw B.4.1

5. ELECTION AND RETIREMENT OF MEMBERS

- 5.1 Candidates for Membership (except Honorary and Temporary) must complete an application form, but shall have no privileges whatsoever in relation to the use of the Club or premises until admitted.
- 5.2 The General Committee may refuse membership or, subject to Rule 6.4, remove it only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal of membership may be made to an independent body of members made up of the elected Members Representatives on the General Committee and the Trustees of the Club, but none of those selected shall have been party to the decision appealed against.
- 5.3 Rule deleted
- 5.4 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 for the purposes of the Data Protection Act 1998.
- 5.5 A Member wishing to retire from membership shall give notice in writing to the Hon. Membership Secretary before the last day of December and shall not then be liable to pay the subscription for the following year. Upon re-application by a past Member the Committee may, at its discretion, waive payment of a Joining Fee.
- 5.6 The Committee may cancel, without notice given, the membership of any Member whose annual subscription and/or other club fees are more than two months in arrears provided that the Committee may, at its discretion, re-instate such Member upon immediate payment of arrears and an administration fee to be determined by the committee. No member whose annual subscription and/or club fees are in arrears may enter any Club event or regatta or vote at any meeting.

6. OBLIGATIONS OF MEMBERS

- 6.1 Every Member shall furnish the Hon. Membership Secretary with an up-to-date address (and an email address if available) which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.
- 6.2 A list of names, addresses and telephone numbers of Members for use in case of emergency shall be kept in the Clubhouse. It is the responsibility of each Member to ensure that this information is kept up to date.
- 6.3 Members who volunteer for duties shall fulfil them in accordance with the relevant Byelaws.
- 6.4 Every Member on election and thereafter, is automatically deemed to have read, understood and undertakes to comply with the Club Rules and the current Byelaws 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 Committee **PROVIDED THAT**, before expelling 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 of resigning. A Resolution to expel a Member shall be carried by a simple majority vote of the Committee.
- 6.5 Rule deleted
- 6.6 All guests and the introducing Member shall sign the Visitors' book, which shall record the name and address of the guest.
- 6.7 Not more than four guests may be introduced by a Member in any one day and the same guest may not be introduced to the Club more than six times in any calendar year except when Rule 3.13.5 applies.
- 6.8 The introducing Member shall be responsible for the conduct of the guests while on Club premises.
- 6.9 Members shall be responsible for all payments on behalf of their guests.
- 6.10 A Member shall settle any debts for refreshment or otherwise before leaving the Club premises, or in accordance with any Byelaw relating to the settlement of such debts.
- 6.11 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.
- 6.12 Communication exhibited on the Club's notice boards must be appropriate to the aims and objects of the Club. The Hon Secretary or appropriate Committee Member may remove communications deemed by them to be inappropriate or out of date.
- 6.13 All suggestions shall be entered in the Suggestions book and signed by the Member.
- 6.14 Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Hon. Secretary. Committee Members only shall reprimand employees.
- 6.15 The Hon. Secretary or any other person who has received the authority of two Members of the Committee, may expel, temporarily or permanently, any person who is using the Club premises under Rule 3.13 (Temporary Members).
- 6.16 In addition to the powers given to the Committee under Rule 5.6 and Rule 9.1 hereof if, at any time, any fees payable to the Club by any Member or former Member shall be two months or more in arrears and the property of a Member or former Member remains upon the Club premises, the Committee may:
 - a. Move the property to any part of the Club premises without being liable for any loss or damage to the property howsoever caused.
 - b. Give one month's notice in writing to the Member or former Member at his or her last known address as shown in the Club Register and thereafter sell the property 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 property is unsaleable, after giving notice in writing as aforesaid, dispose of the property in any manner the Committee may think fit and deem the cost of so 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' property in respect of all monies due to the Club, whether in respect of arrears of subscription or annual payments, mooring, dinghy park fees or otherwise.

PROVIDED ALWAYS THAT if 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 property is sold the proceeds of sale (unless taken in whole or in part to repay any indebtedness by the Member or former Member to the Club) have been 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 then the sale proceeds and interest accrued shall belong to the Club.

7. LIMITATION OF CLUB LIABILITY AND INDEMNITY

- 7.1 Members of the Club, their guests or visitors are bound by the following rule, which shall also be exhibited in a prominent place within the Club premises.
- 7.2 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 by implication accept:
 - a. 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,
 - b. The Club will not accept any liability for personal injury arising out of the use of the Club premises, or any other facilities of the Club either sustained by Members, their guests or visitors or caused by the said Members, 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 employees of the Club.
- 7.3 All boats, tenders and other belongings kept on moorings, on Club property and in tender racks on Castle Cove Beach must be clearly and visibly identified with means to identify ownership. All such boats (except small inflatables) must be covered for third party risks of a minimum of £2M.
- 7.4 The Club shall indemnify any Officer, Committee Member or person authorised to act on behalf of the Club against any claim for damages arising from the actions carried out on behalf of the Club.

8. THE COMMITTEE

- 8.1 *The Committee shall consist of the Flag Officers, Ex Officio Officers and five Full Members of the Club. The Flag Officers and Full Members shall be elected at the Annual General Meeting in each year and shall retire annually, but be eligible for re-election. The Ex Officio Officers (Hon Secretary, Hon Treasurer, Hon Sailing Secretary, Moorings Officer) shall normally be elected for a period of three years. No fewer than five members shall be boat owners.*
- 8.2 *Rule deleted.*
- 8.3 At least 14 days before the Annual General Meeting a proforma shall be posted on the Secretary's Notice board in the Clubhouse to receive nominations for Officers and Committee members. Each nomination to show and be signed by the proposer and seconder.

Nominations shall also be sent to the Hon. Secretary. Nominations shall close 48 hours before the start of the meeting. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.

- 8.4 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 a simple majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
- 8.5 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.
- 8.6 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.
- 8.7 The Committee shall meet at least every two months making such arrangements as to the conduct, place of assembly and holding of such meetings as it shall decide. The Commodore or in his absence a Chairman elected by those present shall preside.
- 8.8 Voting by a majority of those Committee members present and (except in the case of a resolution relating to the expulsion of a Member) shall be by show of hands. In the case of equality of votes the Commodore shall have a second and casting vote.
- 8.9 Six Members personally present shall form a quorum at a meeting of the Committee.

9. POWERS AND DUTIES OF THE COMMITTEE

- 9.1(a) The Committee shall manage the affairs of the Club according to the Rules and Byelaws 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.
- 9.1(b) 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 Byelaws and that all surplus income or profits are reinvested in the club.
- 9.2 The Committee shall have power to co-opt additional Members and to fill vacancies and to form such Subcommittees as it may deem necessary and may delegate such powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by law. These may include: a Sailing Committee, to arrange the Racing Programme and appoint a Training Officer to promote training and improve sailing skills; a Cruising Committee to co-ordinate Cruising activities; a Mooring Committee to administer the Mooring Area; a Social Committee to deal with social events and refreshments; a Bar Committee to administer the bar and order the necessary supplies of liquor and ancillary stocks; a House Committee to be responsible for maintenance and use of the Clubhouse; a Grounds Committee to administer land; a Communications Group responsible for marketing and public relations; a Club Boats' Committee that shall maintain ferry and safety boats and manage drivers; a Boat Park Committee to administer boat storage; a Cadet Committee to co-ordinate Cadet activities and a Forward Planning Committee. Project teams accountable to the General Committee may be established for specific purposes. Subcommittees shall consist of such Members of the Club as the Committee may think fit and may include elected Members of the Committee. The Commodore and the Hon. Secretary are members ex officio of all Subcommittees.
- 9.3 The Committee shall make such byelaws as it shall from time to time think fit. Such byelaws shall not be created, repealed or amended except by a majority vote of those present and entitled to vote. The Committee shall cause the same to be exhibited in the Club premises for fourteen days before the date of implementation.

- 9.4 The Committee shall produce a Handbook each year containing the current Rules, Byelaws and Sailing Instructions, and a copy supplied to each Full Member. Copies of the Rules of the Club shall be available from the Hon. Secretary.
- 9.5 The fees for the use of the Club facilities will be decided by the Committee and printed in the Club Handbook except that they may vary fees for visitors, and for their mooring and anchoring, during special events.
- 9.6 The Committee may enter into licences with non-commercial organisations providing education or training for the use of Club Property upon such terms and for such periods not exceeding one year as the Committee shall decide.
- 9.7 **Borrowing powers:** If at any time the Club in General Meeting pass a resolution authorising the Committee to borrow money:
- a. The Committee may borrow, for the purposes of the Club, the amount of money (either at one time or from time to time) and upon such terms and in the form and manner authorised and upon the security specified in the resolution and
 - b. Every Member of the Club whether they vote on the resolution authorising borrowing or not and every one becoming a Member of the Club after the passing of such a resolution is deemed to have assented to the resolution as if they had voted in favour of it.
- 9.8 **Property:** The Club may in General Meeting pass a resolution authorising the Committee to dispose of or acquire on behalf of the Club any property whether freehold or leasehold and to create any lease of the Club property upon such terms and in such form and manner and with such authorisation as is specified in the resolution.
- 9.9 **Employees and Contractors:**
- 9.9.1 The Committee may engage employees on a full or part time basis and permanently or temporarily and at such level of pay as the Committee decide and may dismiss any employee. The Committee may engage contractors to carry out works on behalf of the Club. Where feasible, good practise is to obtain three quotes from relevant companies prior to work being authorised by the GC
- 9.9.2 A Club Boatman may be nominated and engaged on contract by the Club Boats' Committee to carry out, under the general direction and supervision of the Committee such work as indicated in the job description. Other work that the Committee may require may be undertaken at fees deemed to be fair and reasonable.
- 9.10 **Powers to Contract**
- 9.10.1 A Member of the Committee, of a Subcommittee or any officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.
- 9.10.2 The Committee, or any person or Subcommittee 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 in General Meeting, pledge the credit of the membership otherwise than in the ordinary conduct of the affairs of the Club.
- 9.10.3 In pursuance of the authority vested in the Committee by Members of the Club, members of the 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.

9.11 **Honorary Members:**

9.11.1 The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however at any time exceed five per cent of the total number of Members.

9.11.2 The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and shall be duly elected if a simple majority of those present and entitled to vote, vote in favour of election.

10. PURCHASE AND SUPPLY OF EXCISABLE GOODS

10.1 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 Committee, or of a special Subcommittee appointed by the Committee. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to use the Club premises in pursuance of the Rules and Byelaws for the time being in force. No Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may any persons under the age of eighteen enter or remain in the Clubroom when the bar is open unless an adult Member is present.

10.2 Subject to the requirements of the licensing authorities, the Committee shall cause the Club bar to be opened for the sale of excisable goods to persons entitled to use the Club's premises in pursuance of these rules.

10.3 The Club bar shall be open to Members at such times as may be decided by the Committee subject to any restrictions imposed from time to time by the Licensing Authority.

10.4 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.

10.5 Proper Bar accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Hon. Secretary or 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.

11. TRUSTEES

11.1 There shall be at least two and not more than four Trustees for the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full Members who are willing to be so appointed. A Trustee shall hold office during his life-time 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.

11.2 All the property of the Club, including land and investments, shall be held by the Trustees 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 event of 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 Hon. 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 shall by Deed duly appoint the person or persons

- so nominated by the Committee.
- 11.3 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 acquire, 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.
- 11.4 The Trustees must at the direction of the Committee make any acquisition or disposition of the Club property or any part of it and enter into any agreement in relation to the Club property as the Committee thinks proper to give effect to such acquisition or disposal or to give security for any loan and interest authorised by the Club in General Meeting.
- 11.5 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 in 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.
- 11.6 There shall be incorporated into every contract, lease, licence or other agreement entered into by the Trustees of the Club a statement that 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.

12. MEETINGS OF THE CLUB

- 12.1 An Annual General Meeting of the Club shall be held during the last quarter of each calendar year to receive the accounts for the previous financial year ending the last day of August, to elect Officers and Committee, to amend or make new Rules and to deal with any other general business on a date to be fixed by the Committee. The Hon. Secretary shall at least fourteen days before the date of such meeting or of any General Meeting as hereinafter mentioned post or deliver to each Member, except Temporary Members, notice hereof and of the business to be brought forward thereat. Delivery may be by email where a Member's email address is held in the Register of Members
- 12.2 No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and 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 Hon. Secretary at least 28 days before the date of the Annual General Meeting.
- 12.3 The 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.
- 12.4 The Committee shall similarly call a Special General Meeting upon a written request, addressed to the Hon. Secretary by at least 30 Members, specifying the business to be discussed. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- 12.5 At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.

- 12.6 Forty Members entitled to vote and personally present shall form a quorum at any General meeting of the Club.
- 12.7 No Member may have more than one vote except as stated in Rule 3.5 for Family Members. Members without voting rights may attend but are not entitled to vote.
- 12.8 Voting, except upon the election by ballot of members of the Committee, shall be by show of hands.
- 12.9 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.
- 12.10 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule of the Club such Rule shall not be created, repealed or amended except by a majority vote of those present and entitled to vote or vote by proxy. Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts or in any event alter its Object or winding up or dissolution provisions.

13. 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 but shall be given to one or more of the following:

- To another club with similar sports purposes which is a charity and/or
- To another club with similar sports purposes which is a registered Community Amateur Sports Club and/or
- To the sport's national governing body for use by it for related community sports.

The recipients to be determined by the members of the club by resolution passed in General Meeting at or before the time of dissolution.

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BYELAWS

- B.1.** Byelaws are designed to ensure that the Club is managed for the benefit and safety of all its Members.
- B.2.** The Committee shall introduce new Byelaws and amend and delete existing Byelaws subject to the Rules.

B.3. MEMBERS: ELECTIONS AND OBLIGATIONS

- B.3.1 Membership is open to all
- B.3.2 Applicants shall be invited to a meeting with two committee members who will explain the club ethos and give the candidate a copy of the rules and byelaws.
When satisfied, the two committee members advise the New Members' Secretary to proceed with the application. The New Members' Secretary shall normally be the first point of contact in the event of the new member having questions about the workings of the Club.
- B.3.3 Only in the event of uncertainty by the two Committee Members will the membership application be referred to the full committee.
- B.3.4 The committee may operate a waiting list for applicants and select by order of application.
- B.3.5 Where two or more people own a boat, all shall be Members of the Club, and shall comply with all the club rules and bylaws.
- B.3.6 Members Duties - Further to Rule 6.3, Members' duties are defined as follows: Full Members, Group Members and more experienced Cadet Members shall volunteer for up to two duties each year, Family Members shall volunteer for up to four duties each year. Duties may be any of the following:
 - Officer of the Day (experienced racers)
 - Assistant Officer of the Day
 - Rescue
 - Refreshments
 - BarGuidance notes are available on the website. Members may indicate preferences for the type and date of the duty they fulfil each year. The Committee will meet the preferences as far as possible but must ensure that the needs of the Club are met.
- B.3.7 The Club is run by volunteers and relies on Members for facilities maintenance and race support. Members are encouraged to contribute to winter working parties, special racing and social events.
- B.3.8 Members unable to fulfil their duties must find a replacement and notify the Duties Coordinator

B.4. ANNUAL SUBSCRIPTIONS

B.4.1 MEMBERSHIP FEES

| | |
|--|----------------|
| Family | £188.50 |
| Ordinary (25 or over) * | £152.00 |
| Junior (18 – 24) * | £71.00 |
| Cadet (12 – 17 inclusive)* | £27.00 |
| Discretionary | £33.50 |
| Temporary | On application |
| Group (including Schools & Youth Groups) | On application |

* Refers to age on 1st February in subscription year.

Ordinary, Junior and Family members renewing and remitting before 1st February may deduct £10 from the fee.

Discounts for those joining other than in February

| | | | | | | | |
|---------|-----|-----|-----|------|-----|-----|-----|
| Mar-May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
| Nil | 20% | 30% | 50% | 65% | 75% | 85% | 90% |

B.4.2 JOINING FEES

| | |
|-----------------------------|------------------|
| Family and Ordinary Members | £30.00 + £24.00* |
| Junior Members | £20.00 + £24.00* |
| Cadet Members | £15.00 + £24.00* |

* £24 deposit for one key and fob

B.5. BOAT PARK – FEE PERIODS AND APPLICATION PROCEDURES

B.5.1 Dinghy storage periods are: P1 April-September; P2 October-December and P3 January-March. Boat Park storage for keelboats is available October-March (P2 & P3).

B.5.2 A boat may not be put on the Boat Park before space is confirmed and storage is paid in full (this also applies to members switching boats).

B.5.3 Dinghies must be removed from the boat park before keelboats are lifted unless they have an allocated and paid for space for P2.

B.5.4 P1 storage is applied for using the membership application or renewal form, or by permission for a change from the Boat Park Administrator. P2 & P3 storage for dinghies and keelboats must be applied for by **1st August** and **paid for in full by 1st September** of the relevant year.

B.6. FACILITIES FEES

B.6.1 PORTLAND HARBOUR AUTHORITY

Members must provide details of boat insurance and berth number. PHA dues are as follows, there is no charge for safety boats and tenders <3.05m long of yachts with moorings .

| Overall length | PHA boat dues (£) | Concession for permanent Wey-mouth berth holders (£) Berth numbers must be supplied | Mooring charge (£) |
|-------------------------------------|-------------------|--|--------------------|
| Up to 3.05m(10ft) +, Canoes, Boards | 17.35 | | - |
| Up to 6.1m (20ft) | 27.15 | 13.80 | 28.65 |
| Up to 9.15m (30ft) | 54.00 | 21.00 | 28.65 |
| Up to 12.2m (40ft) | 81.45 | 28.50 | 28.65 |
| Up to 15.25m (50ft) | 108.00 | 36.00 | 28.65 |

B.6.2 DINGHY AND TENDER FEES

| | Size & examples of dinghy types | £ Cost per period (excl. PHA fees) | | |
|---|---|------------------------------------|--------------|--------------|
| | | P1 | P2 | P3 |
| | | 1 Apr-30 Sep | 1 Oct-31 Dec | 1 Jan-31 Mar |
| 1 | Optimist, Canoe, Board | 26.78 | 12.88 | 13.13 |
| 2 | Topper, Laser on rack, Tenders up to 3 05m | 43.26 | 19.57 | 19.95 |
| 3 | Up to 4.5m: Mirror, Pico, Laser on ground, Scorpion | 81.37 | 31.93 | 32.55 |
| 4 | Over 4.5m: L4000, Wayfarer, Fireball, Osprey | 103.00 | 38.11 | 38.85 |
| 5 | Trail Sail for members with no boat park space | 25.00 | 0 | 0 |
| 6 | Road trailer surcharge | 21.63 | 10.82 | 11.03 |

Individual arrangements may be made for boats with special storage requirements.
Some flexibility may be needed when boats relocate; this will not curtail paid up periods.

B.6.3 KEELBOAT FEES

Moorings for P1 period, rounded up to next m £16.00
 Minimum charge £50 Crown Commission rent
 Winter storage ashore P2 + P3 per m, rounded to nearest 0.1m £50.00
 Deposit of £50 on renewal / joining, non-refundable after 1 Sept. Surcharge for multihulls
 Use of mobile crane during group lifts Subject to agreement
 Use of fixed crane per lift £40
 Special needs / requirements determined by Boat Park Committee

B.6.4 MOORING SERVICE CHARGES

Annual inspection (chain-through Hippo buoys £10 extra) £50.00
 Five year inspection surcharge (chain-through Hippo buoys £10 extra) £55.00
 Winterisation & unwinterising of mooring Free if owner/representative on board
 conducting operations (chain-through Hippo buoys £20 extra) £30.00
 Hire of Celtic Lady for winterising/unwinterising , max 5 person. Must be prebooked £40.00
 Chain fitting, plus chain etc at cost £45.00
 Supply of new mooring , subject to availability £600.00
 Laying of mooring £100.00
 Member's request to move mooring £50.00

B.6.5 CLUB DINGHY HIRE CHARGES (per half day or evening)

Laser, Laser rig, Topper, . 420 £10.00

B.6.6 OTHER CHARGES

Additional Handbooks £6.00
 Additional key deposit £13.00
 Additional fob deposit £11.00

B.6.7 VISITOR'S DAY SAIL

See rule 3.13.4. Boats may not be left at the club overnight . PHA fees must be paid. £15.00

B.6.8 CLUBROOM SOCIAL FUNCTION CHARGE (AVAILABLE TO MEMBERS ONLY)

Clubroom + galley (maximum of 120 people) per day £185.00
 per half day or evening £100.00
 Bar per hour £20.00
 Booking deposit £300.00
 Training room per day £50.00

B.7. BOAT PARK MANAGEMENT

- B.7.1 The Boat Park and ramps are for storage, launch and retrieval of Members' and affiliates' boats. They are private and are not for use by the Public in any way.
- B.7.2 Storage facilities for Members are not normally available in any part of the Club's premises for the following:
- Inflatable dinghies other than in tender racks
 - Road trailers or cradles
 - Kite surfing boards or rigs
 - Dinghy equipment other than Topper & Optimist foils, sails & rigs
 - Multi-hulls
 - Boats or Personal Watercraft propelled primarily by motor
 - Fuel and other inflammable materials except for boats owned by the Club
 - Unseaworthy boats
- B.7.3 In order to prevent nuisance to local residents, halyards must be prevented from banging on masts.
- B.7.4 Space on the boat park will be allocated annually on application. Preference will be given to dinghies in regular use and members who contribute voluntarily to club activities. Boats and tenders should usually be kept in the space allocated unless otherwise agreed by the Boat Park Administrator. The allocations will be reviewed during the year at the discretion of the sailing committee.
- B.7.5 Members paying for a boat space or mooring may pay to keep a windsurfer, paddleboard or canoe at the club in a designated space. Dinghies racing have priority for launching. PHA and insurance requirements apply.
- B.7.6 Mooring, dinghy and tender storage facilities for Temporary Members are subject to availability.
- B.7.7 Where practicable, all belongings must be visibly marked with means to identify ownership. All boats, including tenders, must display a current PHA sticker. The Club may move, by any means, any boat. Penalties for failing to display permits and identification will be determined by the Committee.
- B.7.8 Details of a boat, tender or other significant item whose owner cannot be identified will be circulated by email and may also be displayed on the Club's noticeboard. Small items will be put in the lost property box; other items may be relocated. If not claimed within a period of 1 month the Club may dispose of them.
- B.7.9 Use of dinghy parking spaces for tender storage will be subject to availability and will not exceed a maximum of 5 dinghy parking spaces. Tender spaces (not racked) will be allocated annually by the Boat Park Committee after dinghy allocations.
- B.7.10 Dinghy access to the ramps and beaches must be maintained. Dinghies must not restrict keelboat lifts.
- B.7.11 In exceptional circumstances keelboats may be lifted out for short periods subject to approval by the Boat Park Committee and provided they do not interfere with other Club activities. The owner(s) of the vessel concerned will be responsible for all costs incurred.
- B.7.12 Normally a cradle may be delivered to and removed from Club premises within 48 hours

of a keelboat lift. Subject to prior agreement with the Boat Park Administrator these periods may be extended to a maximum of 6 days.

- B.7.13 No boats or other craft primarily propelled by motor, except yacht tenders or boats authorised by the General Committee for use in support of the Club's and Affiliates' activities, shall be launched from the Club's premises.
- B.7.14 Cars should not be used for delivery, launch and retrieval of boats from the Boat Park during times of dinghy usage.
- B.7.15 Prior permission by the Boat Park Administrator must be given before boats are stored on road trailers on the Boat Park.
- B.7.16 The availability of winter storage for keelboats is subject to the boat park capacity and will be considered in order of application.
- B.7.17 Members will pay a deposit of £50 for lifting a keelboat with their annual membership renewal (or for new members, with their joining fee).
- B.7.18 Members wishing to change their keelboat lift requirements must confirm these with the Lift-Out Team at least one month in advance or their £50 deposit is forfeit.

B.8. MOORING

- B.8.1 The Club mooring area extends from the steps (marked on Chart 2268) at the bottom of Old Castle Road in a direction 120 for 2200 feet, thence in a direction 030° for 2800 feet, thence in a direction 300° to the shore.
- B.8.2 The mooring area is under the jurisdiction of the Club under the requirements of a lease from the Crown Estate Commissioners and the regulations of the Harbour Authority. The mooring area is administered by the Mooring Committee who shall lay moorings within the club mooring area.
- B.8.3 A mooring must be suitable for the boat that will use it. Members must seek advice on the suitability of the mooring when there is any change of moored boat or mooring ownership.
- B.8.4 The Moorings Committee may inspect any craft before allocating a mooring space and may refuse a mooring if they consider that the craft may endanger others. The committee may require the removal of any such craft and/or its mooring from the mooring area.
- B.8.5 Moorings in the club mooring area are only available to boats primarily propelled by sail.
- B.8.6 Except by permission of the mooring committee, moorings cannot be transferred, loaned for more than two weeks or hired out. A mooring space CANNOT be sold with a boat.
- B.8.7 Members are reminded that the mooring belongs to and is the responsibility of the individual member. The club will not be responsible for damage to members yachts or those of visitors using the mooring.
- B.8.8 The moorings team will arrange for all moorings to be lifted and inspected to the minimum requirements published on the Club website, This will be done annually, with a full inspection ashore every 5 years. Permission for the Club to check members' moorings is assumed. The Moorings Officer must be advised in writing should the owner not want this done, in which case, they shall furnish the Moorings Officer with a report showing that the mooring meets those minimum requirements before use .

- B.8.9 The Member will be responsible for any costs incurred in the inspection. Nothing shall alter byelaw B.8.7 (responsibility for damage).
- B.8.10 Any part of the mooring laid on board the boat is the responsibility of the member who may take advice from the moorings committee. If rope is used with the chain bridle, the rope, preferably nylon or anything with lots of stretch, should be protected from chafing . We suggest that if two ropes are used, one can be secured to the mooring cleat and one secured to the mast or other secure place. The rope(s) normally take the dynamic load and the chain is the backup in case the rope(s) part. NEVER rely on rope alone
- B.8.11 If a mooring fails inspection, it shall not be used until such time as the fault has been rectified and the mooring has passed inspection.
- B.8.12 Mooring buoys must be clearly marked with the registered number and may be marked with the boat's name and tonnage.
- B.8.13 Members whose moorings are not in service by 1st June must notify the Moorings Committee of their intentions to use the mooring. Moorings not in use after 1st June may be lifted and the space reallocated.
- B.9. CLUB PIER AND PONTOONS**
- B.9.1 The Club shall not be responsible for any injury received by any person using the pier and pontoons; nor will they be responsible for any damage. A suitable notice to this effect shall be exhibited on the pier and pontoons.
- B.9.2 The pier and pontoons are private, not for public use.
- B.9.3 The pier and pontoons are primarily for use by the Club's safety and ferry boats. and to enable Members and other authorised users to embark and disembark.
- B.9.4 Members' tenders or other similar craft tied alongside must not impede other Members' or Club boats usage.
- B.9.5 It is prohibited to fish or dive from the pier and to leave any obstruction on the Pier and pontoons which may cause danger or inconvenience.
- B.9.6 The number of persons given access to the Pier and pontoons at any one time may be restricted by a member of the General Committee to prevent danger, overcrowding and inconvenience.
- B.9.7 The crews of visiting yachts, and of boats of the local sailing clubs, are permitted to use the pier and pontoons for landing and embarking.
- B.10. CLUB SUPPORT BOATS AND DRIVERS**
- B.10.1 The Club operates such support boats as are needed for the safety of sailors during recognized Club activities and, additionally, provides a ferry service for yacht crews at times of high demand.
- B.10.2 Details of the ferry service are displayed on the Club notice board. Ferrying is undertaken at passengers' own risk.
- B.10.3 Members may drive the Club support boats only when authorised to do so by a member of the Club boats Committee. The committee may produce a list of authorised drivers.
- B.10.4 All support boat drivers must log their name and usage in the appropriate boat's logbook on each occasion that a boat is used. Radios will be carried and killcords used where fitted.
- B.10.5 Paid support boat drivers must also log the date, time and duration of work in the appropriate hours log on which payment will be based.
- B.10.6 All drivers will follow the Club's procedure for checking the boat and its equipment

before starting. A copy of the procedure shall be displayed appropriately.

B.10.7 Any defects to the boats shall be logged on return in the Logbook and notified to the Chair of the Club Boats' Committee.

B.11. CLUB SAILING DINGHIES

B.11.1 The Club may own sailing dinghies and/or have the use of dinghies owned by Members. Byelaws referring to Club dinghies also refer to dinghies owned by Members that are formally made available for use by other Members. Information on the use of Club dinghies is displayed in the Club.

B.11.2 Non-members may sail in a Club dinghy only when accompanied by a Club Member or Affiliate.

B.11.3 Club dinghies may be used only when safety cover is provided.

B.11.4 Individual Members must be authorised to use Club sailing dinghies by a member of the Sailing Committee.

B.11.5 Any person using Club boats shall satisfy themselves as to the seaworthiness of the boat before sailing.

B.11.6 The Club shall maintain insurance cover for Club owned dinghies.

B.11.7 In the event that a Club dinghy sustains damage during use the Member using the dinghy shall normally pay for that damage, or in the event of an insurance claim, pay the excess.

B.11.8 The Club shall organise the maintenance of Club sailing dinghies.

B.12. SAFETY

B.12.1 The Club aims to achieve and maintain a high standard of health and safety on its premises for adults and children and in all its activities.

B.12.2 The Club accepts responsibility for providing a healthy and safe environment.

B.12.3 The Club will take all reasonable or practicable steps to fulfil its responsibility regarding Health and Safety and other relevant statutory requirements.

B.12.4 Members (all categories) will actively promote a healthy and safe environment.

B.12.5 The Committee shall ensure risk assessments on Club premises and activities are conducted in line with the Club Safety Policy and are recorded in the Club's Risk Assessment Log. A copy of the Risk Assessment Log and Child Protection Policy is available in the Chartroom. Risk assessments will be reviewed periodically or as appropriate to meet changing circumstances and equipment within the Club.

B.12.6 Injuries to persons occurring on Club premises must be recorded in the Club's Accident Book.

B.12.7 Dinghies sailing outside scheduled events are responsible for their own safety. Their actions must not affect the safety of others

B.12.8 Members should adhere to Section 2 of the Sailing Instructions

B.12.9 The relevant Committee or Subcommittee shall be responsible for managing Club equipment including affixing operating instructions and conducting training. Anyone using such equipment for the first time must obtain the agreement of a member of the Committee concerned.

B.13. SECURITY

B.13.1 All members are responsible for ensuring that the Club is secure. If no other members are visible, the member leaving must secure the site including Club house (upper and lower floors) and gates.

B.13.2 The gate to the pier must remain locked except during busy times.

B.14. HEALTH & SAFETY and SAFEGUARDING

B.14.1 The Club takes Health & Safety seriously. To reduce the risk of accidents, please acquaint yourselves with the policies and Risk Assessments which are on the Members

- Area of the website and in the Chart Room bookcase. Any accidents must be reported in the Accident Book in the Chart Room.
- B.14.2 The Club has a safeguarding policy adapted from the RYA model. Parents of youngsters should make themselves familiar with the contents which are on the members area of the website.
- B.14.3 Guidance in case of Emergency is on p31 of this handbook
- B.14.4 Safety Boat Drivers, Crew, Imogen Drivers and ODs should all be at least 18 with required level of competence, unless accompanied by their parent or guardian.
- B.15. CAR PARKING**
- B.15.1 The Club will provide a trolley for boat owners to transport goods from car-parking areas to the Boat Park and/or Pier.
- B.15.2 For security reasons, Members should avoid parking cars on the Club's premises overnight. In the event a car is left, details of the car's registration number, owner and contact number must be left in the Chartroom.
- B.15.3 During special events attended by large numbers of visitors, Members may be asked to avoid parking their cars on site.
- B.15.4 Overnight parking and sleeping in campervans, cars and tents is not permitted.
- B.16. THE CLUBHOUSE**
- B.16.1 The Clubhouse is for the convenience and enjoyment of all Members, their families and friends. It is the duty of every Member to help to keep the premises clean and tidy and report on any defects in the defects book.
- B.16.2 Smoking is not permitted inside the Clubhouse.
- B.16.3 Members are requested not to wear sandy apparel in the main Clubhouse and changing rooms and avoid wet apparel in the Clubhouse if likely to cause damage.
- B.16.4 Club keys and fobs are available to eligible members. On cessation of membership they must be returned to the Hon. Membership Secretary, who shall refund the deposits.
- B.16.5 Local notices to mariners issued by Harbourmaster of Portland Port shall be displayed.
- B.17. MEETINGS**
- B.17.1 The dates for meetings of the General Committee will be displayed.
- B.17.2 Items to be discussed by the Committee must be notified to the Hon. Secretary at least 7 days prior to the next Committee meeting together with a written notice of the issues relevant and necessary for a decision to be made. Members who have items to be brought before the Committee should put forward the item via a members' representative.
- B.18. SOCIAL EVENTS BOOKINGS**
- B.18.1 Club Members may apply to the Committee to use the Club's facilities for social events. Approval is subject to the following conditions.
- B.18.2 Normally a significant proportion of those attending the function will be Members.
- B.18.3 Social events applications must be made in writing at least six weeks before the event.
- B.18.4 .Before confirming the date of the booking the Committee shall give priority to known Club activities. Requests for member's social event bookings for dates between 31st-March and 1st October will not normally be considered.
- B.18.5 The Club Member shall be known as the Organiser.
- B.18.6 The Organiser shall be present during the activity and shall be responsible for the supervision and conduct of all those taking part in the activity. Additionally they shall be responsible for the management of any incident, emergency and**

- security of the premises. They shall sign a declaration accepting these conditions.
- B.18.7 Fees for use of the facilities will be set by the Committee. See Byelaw 6.7.
 - B.18.8 At the discretion of the Committee a deposit may be requested which is returnable less any payments due for damages or other costs on completion of the event.
 - B.18.9 The Organiser will be responsible for any costs incurred during the pursuance of the event including any damage to Club property.
 - B.18.10 The Organiser may be required to obtain and submit to the House Subcommittee three quotations for the cost of repair of such damage and shall pay the cost of repair immediately.
 - B.18.11 No more than 120 people may attend the event.
 - B.18.12 Visitors participating in an approved event shall be regarded as Temporary Members under Rule 3.13 and shall comply with Rule 3.13 during the period of the event.
 - B.18.13 In accordance with Rule 3.13.5, a list of names of all participants shall be lodged with the Hon Secretary at least 48 hours before the event.
 - B.18.14 The Club reserves the right to limit and define the extent of the facilities to be used.
- .
- B.19. CLUB FLEET LIST:**A Club Fleet List, showing boat owners and their boats with current handicaps, mooring position and/or Boat Park allocation and other particulars is to be available in the Clubhouse
 - B.20. PETS:** Within Club premises dogs and other animals must be kept on leads at all times. Under NO circumstances are animals allowed in the Galley. The Member is responsible for clearing any fouling that their animal may leave. Failure to comply with the above rules will result in the animal being banned from the Club