

# The Rules of Eling Sailing Club

Version: - AGM November 2020

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## **SECTION 1 - NAME AND OBJECTIVES**

### **1.1 Name of the Club**

The name of the Club shall be "ELING SAILING CLUB" hereinafter referred to in these rules as "the Club".

### **1.2 Objectives**

The object for which the Club is formed is to promote and facilitate the sport of yachting and also to provide social and other facilities for members as may from time to time be determined. To encourage youth to learn and participate in this sport.

Where reasonable, the club undertakes a commitment to integrate disabled persons into the sport of sailing.

## **SECTION 2 - OFFICERS & GENERAL COMMITTEE**

### **2.1 Officers of the Club**

The Officers of the Club, hereinafter referred to as "the Officers", shall be Full or Family members of the Club and shall consist of a Commodore, a Vice -Commodore, a Rear Commodore, a Secretary, and a Treasurer.

All flag and honorary officers shall be elected annually at the Annual General Meeting (AGM). All shall be eligible for re-election, excepting a flag officer having completed three years in any one rank shall not be eligible for re-election to that same rank until at least one year has elapsed.

### **2.2 Constitution (Updated AGM 2019)**

The Management Committee, herein referred to as "the Committee", shall consist of the Officers, Mooring Master, Sailing Secretary, Registered Training Establishment Principal, Bar Secretary, Safety Officer, Social Secretary and Membership Secretary elected at the Annual General Meeting each year, to hold office until the termination of the next following Annual General Meeting.

### **2.3 Candidates for Election to the Committee (Updated AGM 2019)**

Candidates for election to the Committee not being Flag Officers of the Club shall be those members of the retiring Committee eligible to offer themselves for re-election.

Full or Family members over the age of eighteen whose nominations duly proposed and seconded in writing by Full or Family members of the Club with their written consent shall have been received by the Secretary at least 21 days before the date of the Annual General Meeting in each year.

Such nominations, together with the names of the Proposer and Secunder shall be posted on the nominations board at least fourteen days before the date of the Annual General Meeting.

### **2.4 Election to the Committee**

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

### **2.5 No Contest for Committee Membership**

If the number of candidates for election to the Committee is equal to, or less for than, the number of vacancies to be filled, then all candidates shall elected to the Committee by a show of hands, if a simple majority of those Members present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

### **2.6 Equality of Votes for Committee**

In the event of a ballot for election for any Committee position resulting in a tie, there shall be a re-vote. If there is still a tie the issue will be decided by lot.

### **2.7 Election of Non-Committee Positions (Updated AGM 2019)**

Election of Non-Committee Positions The Club members present and entitled to vote at the Annual General shall also elect club members to the following positions:- Publicity Secretary, Maintenance Secretary, Bar Staff Co-ordinator, Cleaning Coordinator, Webmaster, Social Media Ambassador, Bosun, Regalia Sales Organiser, Correspondence Secretary, Minutes Secretary and Safeguarding Officer using the voting procedures set out in rules 2.3, 2.4, 2.5 and 2.6.

Such persons will hold office until the termination of the next following Annual General Meeting.

These roles will not form part of the executive Committee. All vacancies on sub-committees shall be displayed for 14 days in the clubhouse and applicants given the opportunity to apply before a decision on replacement is made.

### **2.8 Committee Vacancies (Updated AGM 2019)**

If, for any reason, a casual vacancy on the Committee or for any non committee post or sub committee post, shall occur, the Committee shall advertise the vacant position to the Club members and may co-opt a

member from the applicants to fill such a vacancy until the next Annual General Meeting. Voting on such an appointment by the Committee shall be in accordance with rule 2.11.

### **2.9 Retiring Commodore**

A Retiring Commodore shall serve as a non-voting member of the Committee for the six months immediately following his/her retirement. Past Commodores of the Club shall enjoy the right to fly a past Commodore's Flag.

The flag shall be rectangular in shape and incorporate the Club Burgee design with the colours red and blue reversed.

### **2.10 Committee Meetings**

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 may wish.

The Chairperson shall be the senior flag officer present or if absent another Committee member elected by a simple majority of those present.

Any elected member of the Committee absent without explanation on three consecutive occasions when the Committee meet, or failing to provide a report to the Committee for those occasions will be deemed to have resigned by the Committee.

The Committee may then deal with the vacant position as they see fit. For the avoidance of doubt this may include co-opting any new member to the Committee under rule 2.8 to the position for the remainder of the term of that Committee.

Such appointment will have authority as if they were duly elected at an Annual General Meeting.

#### **2.10.1 Attendance at Committee Meetings**

Committee meetings are to be held on Club premises at published times, so that Club members can attend as observers if they so wish at the discretion of the Committee.

### **2.11 Voting In Committee**

Voting in the Committee, except in the case of a resolution relating to the expulsion of a member, shall be by show of hands or alternatively by secret ballot – if circumstances dictate. In cases of equality of votes the Chairman shall have a second and casting vote.

### **2.12 Quorum**

Five members of the Committee personally present shall constitute a Committee quorum at a meeting of the Committee.

## **SECTION 3 - DUTIES OF THE COMMITTEE**

### **3.1 Duties of The Secretary**

The Secretary shall: -

- Keep the register of the Club members' names and addresses with all required personal details;
- The Secretary shall conduct all correspondence between the Club and other organisations, businesses and members of the public, other than prospective members. It is allowed and expected that Committee members will correspond directly with the membership on matters that relate to their areas of responsibility, provided they always pass a copy of such correspondence to the Secretary for the purpose of maintaining the Club's records.
- Keep custody of all Club documents;
- Hold full minutes of all meetings of the Club, the Committee and Sub-Committees which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or Sub-Committees at the next following meeting of the Club, the Committee or Sub-Committees;
- Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and Club members.
- Maintain contact with the Club's legal adviser to ensure that the Club's affairs are managed in accordance with current law.
- Maintain any such certificates or registrations, and complete any non-financial returns, as may be required by law.
- All letters and documents addressed to the Club Secretary or to any other Member of the Committee are primary documents and remain the property of the Club. Such documents shall be secured in the clubhouse and must not be taken from the Club for any reason without the permission of the Secretary. Copies of letters shall be supplied by the Secretary to club officials in order that they can carry out their duties.
- The Club Secretary shall be assisted by a Minutes Secretary, responsible for taking minutes at all Committee and Club meetings, and a Correspondence Secretary, responsible for collecting and distributing the correspondence.

### **3.2 The Treasurer shall: -**

- Cause such books of account to be kept as are necessary to give a true and fair view of the state of the finances of the Club;
- Cause all such returns as may be required by law in relation to such accounts to be rendered at the due time;
- (Prepare accounts comprising an Income and Expenditure Account and Balance Sheet as at 31st March each year, or arrange for a competent person to prepare such accounts and present the accounts to the Independent Accountant; the accounts to be issued to members at least fourteen days before the Annual General Meeting;
- Propose at the Annual General Meeting a spending limit per project. If additional spending on a particular project is required, such an approval will be sought in General Meeting of the Club. A project being defined as an isolated scheme to achieve a single objective;
- Propose at the Annual General Meeting mooring and club fees for the following year. The agreed fees to be recorded in the minutes of that meeting.

### **3.3 Flag officers roles (New AGM 2019)**

#### **3.3.1**

The Commodore's duties include:

- Responsible for the strategic planning for the Club.
- Provides leadership for the Club.
- Chairs any main meeting of the Club.
- Promotes the Club and liaises with other clubs.
- Represents the Club at meetings with other Clubs and organisations.
- Ex-officio member of all sub-committees.

#### **3.3.2**

The Vice Commodore's duties include:

- Deputises for the Commodore.
- Oversees the Club's on water activities and moorings.
- Attends meetings of the Sailing sub-committee and mooring sub-committee
- Assists the Commodore in the strategic planning for the Club.
- Ex-officio member of all other sub-committees.

### 3.3.3

The Rear Commodore's duties include:

- Oversees the Club's maintenance, bar and social events.
- Attends meetings of the Maintenance sub-committee, social sub-committee and Bar sub-committee.
- Assists the Commodore in the strategic planning for the Club.
- Ex-officio member of all other sub-committees.

### **3.4 The Independent Accountant shall:-**

Be appointed at the Annual General Meeting in each year and shall retire at the Annual General Meeting in the subsequent year;

- Examine the records and accounts and perform such tests, as s/he considers necessary to report to Club members that the records have been properly maintained and that the accounts reflect those records. Shall also give such certificates of assurance as to the accuracy of the said accounts as shall be required by law or by the committee.
- The appointee shall be a member of one of the Institutes of Chartered accountants in England, Wales and Scotland or Ireland, the Association of Certified Accountants, The Chartered Institute of Public Finance Accountants, the Chartered Institute of Management Accountants, the Association of Accounting Technicians or possesses any other equivalent professional qualification or possesses a significant level of accounting experience which is considered appropriate by the Treasurer and approved by the Club membership.

If s/he is unwilling or unable to act, s/he will inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

### **3.5 Sailing Secretary**

- The Sailing Secretary shall be responsible to the Vice Commodore, in conjunction with the Sailing Sub-Committee, for all matters pertaining to the Club sailing activities, including responsibility for all the club's sailing and safety boats, maintenance and use.

Sailing Sub-Committee

- The sailing sub-committee shall consist of the sailing secretary, a registered training establishment principal, a senior instructor, a dinghy activities coordinator, cruise coordinator and a cruise race coordinator.
- All members of the Sailing Sub-Committee shall be appointed by the Sailing Secretary to hold office until the termination at the next Annual General Meeting and the Committee shall approve these positions in accordance with rule 4.4.
- The Sailing Secretary shall be the Sub-Committee's chairperson. Four members of the Sub-Committee personally present shall constitute a quorum at a meeting of the Sub-Committee. All instructors and qualified safety boat volunteers are entitled to attend Sailing Sub-Committee meetings but do not hold a vote.

### **3.6 Mooring Master (Updated AGDM 2020)**

- The Mooring Master shall be responsible to the Vice Commodore, in conjunction with the Mooring Sub-Committee, for the efficient administration of the Club moorings, their integrity, and for the entire Club harbour amenities, as designated within the Regulations.

Mooring Sub-Committee

- The Mooring Sub-Committee shall consist of a minimum of four Club members plus the Mooring Master and Assistant Mooring Master.
- The Mooring Master shall be the Sub-Committee's chairperson. All members of the Mooring Sub-Committee shall be appointed by the Mooring Master to hold office until the termination of the next Annual General Meeting. The Committee shall approve these positions in accordance with rule 4.4.
- The Mooring Sub-Committee shall propose updates to the Harbour Bylaws to ensure the efficient running of the harbour facilities. The Harbour Bylaws will be approved in accordance of 4.2.
- Four Mooring Sub-Committee members, excluding Flag Officers, personally present shall constitute a quorum at a meeting of the Mooring Sub-Committee

### **3.7 Maintenance Secretary**

- The Maintenance Secretary is responsible to the Rear Commodore, in conjunction with the Maintenance Sub-Committee for all matters relating to the maintenance, refurbishing and cleaning of the Clubhouse as designated within the Club's guidelines.

#### Maintenance Sub-Committee

- The Maintenance Sub-Committee shall consist of two Club members and Sub-the Cleaning Organiser. The Maintenance Secretary shall be the Committee's chairperson.
- All members of the Maintenance Sub-Committee shall be appointed by the Maintenance Secretary to hold office until the termination of the next Annual General Meeting. The Committee shall approve these positions in accordance with rule 4.4.

### **3.8 Bar Secretary**

- The Bar Secretary, responsible to the Rear Commodore, in conjunction with the Bar Sub-Committee will deal with all matters relating to the operation of the Clubhouse bar as designated within the Club's guidelines.

#### Bar Sub- Committee

- The Bar Sub-Committee shall consist of the Bar Secretary, Rear Commodore, Treasurer and Bar Staff Organiser. The Bar Secretary shall be the Sub-Committee's chairperson. Two members of the Sub-Committee personally present shall constitute a quorum at a meeting of the Sub-Committee.

#### **3.8.1 Age qualification**

No person under the age of 18 is allowed behind the bar while the bar is open.

### **3.9 Social Secretary**

- The Social Secretary, responsible to the Rear Commodore, in conjunction with the Social Sub-Committee will deal with all Club social activities as designated within the Club's guidelines.

#### Social Sub-Committee

- The Social Sub-Committee shall consist of six Club members. The Social Secretary shall be the Sub-Committee's Chairperson.
- All members of the Social Sub-Committee shall be appointed by the Social Secretary to hold office until the termination of the next Annual General Meeting. The Committee shall approve these positions in accordance with rule 4.4.

### **3.10 The Publicity Secretary (Updated AGM 2019)**

- The Publicity Secretary shall be responsible to the Commodore.

The Publicity Secretary's duties include:

- Communication to the membership about events, work parties, cruise reports and duties. The Publicity Secretary may delegate these communications to other members.
- Producing the Annual Report for the AGM.
- The Webmaster and Social Media Ambassador shall report to the Publicity Secretary.
- The Publicity Secretary shall oversee the work of the Webmaster and Social Media Ambassador.

### **3.11 Membership Secretary**

- The Membership Secretary shall be responsible to the Treasurer for the introduction of all new Club members to the Committee, providing the Secretary members' details as required and publication of Membership Lists
- The Membership Secretary acts as the main data controller for data held The membership secretary shall also take on the role of deputy treasurer and be responsible for the issuing of all invoices and receipt of monies from members of the club for all fees due other than those associated with social events.
- As deputy treasurer the membership secretary shall maintain a payment record for each member. These records will give the reference of invoices raised and the date the payment details of receipts. Periodically, these records shall be passed to the treasurer, together with copies of all associated invoices, at agreed intervals.

### **3.12 Safety Officer**

- The Safety Officer shall advise the Committee on all aspects of safety including the harbour, Club premises, and all events pertaining to the Club.

### **3.13 Webmaster**

- The Webmaster shall maintain the Club website under the direction and guidance of the Publicity Officer. The Webmaster shall be legally responsible for the content of the website and can refuse material considered to be unsuitable. However, all material that is displayed on the website shall be approved by the Publicity Officer.

### **3.14 RTE Principal**

- The Registered Training Establishment Principal, herein referred to as "RTE Principal", shall be responsible to the Vice Commodore, for all matters pertaining to Club training activities and will sit under the Sailing Secretary on the Sailing Sub-Committee.

### **3.15 Social Media Ambassador (New AGM 2019)**

- The Social Media Ambassador shall maintain the Club's Social Media accounts under the direction and guidance of the Publicity Secretary. The Social Media Ambassador shall be responsible for the content posted and can refuse, delete or unlink any material considered to be unsuitable.

### **3.16 Bosun (New AGM 2020)**

The Bosun shall be responsible to the Sailing Secretary and Mooring Master

- To oversee the maintenance of the club's tenders
- To oversee the maintenance of the club's safety boats
- To liaise with the dinghy coordinator regarding maintenance of the club's sailing dinghies
- To liaise with the Mooring Master and Sailing Secretary to organise work parties to help complete the above tasks



## **SECTION 4 - POWERS OF THE CLUB MANAGEMENT**

### **4.1 Management of the Club by Committee**

The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club or for a benevolent or charitable purpose nominated by General Meeting.

Executive Operating Procedures shall be formulated for use by the Committee. Such procedures shall be mandatory and shall remain in force until changed by a vote in Committee or vote at general meeting of the Club

### **4.2 Powers to Make Bylaws (Updated AGDM 2020)**

The Committee shall have the power to make Bylaws as it shall from time to time think fit and exhibit the bylaws in the clubhouse and on the club website for a period of 14-days after which the Bylaw may be brought into effect.

At the end of each year the committee shall publish all Bylaws that have been made during the year as part of the AGM agenda and these bylaws shall be put forward for a two thirds majority vote to be incorporated as new rules of the club.

The only exception is the Harbour Bylaws. The Harbour Bylaws will stay as 'Standing' Bylaws to ensure that the Club can manage the harbour facilities and update as required. Any changes made shall be put forward to the AGM for ratification.

### **4.3 (Redacted AGM 2019)**

### **4.4 Appointment of sub-Committees**

The Committee may appoint such Sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law.

Such Sub-Committees shall consist of such members of the Committee or of the Club as the Committee may think fit. Officers of the Club shall be ex officio members of all such Sub- Committees.

### **4.5 Disclosure of Interest to Third Parties**

A member of the Committee, a Sub-Committee or any Officer of the Club, in transacting business for the Club, shall disclose to third parties that he/she is so acting.

### **4.6 Limitation of Members' Authority**

The Committee, or any person or Sub-Committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Club members. No one shall, without the express authority of the membership in a General Meeting, pledge the credit of the membership.

### **4.7 Members' Indemnification of Committee**

Subject to provisions of the rules but without prejudice to any indemnity to which he or she may otherwise be entitled, every member of the General of Committee and every sub-committee, member and trustees of the Club shall be indemnified out of the assets, which shall be suitably insured, of proceedings, civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of trust in relating to the affairs of the Club.

Also against any liability incurred whilst attending to the Club affairs or securing its property in good faith and with requisite authority. The Club will also hold an insurance to cover the above.

The limit of any individual Club member's indemnity in this respect shall be a sum equal to one year's Subscription Fee 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.

#### **4.8 Nomination of Honorary Members**

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 of the Club nor shall the number of Honorary Members of the Club exceed at any one time, six in number.

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

## **SECTION 5 - MEMBERSHIP**

### **5.1 Residential Requirement (Updated AGM 2019)**

Membership of the club is restricted to 200 members. Of the maximum members allowed, up to 10% of the total allowed membership can reside outside of a 25 mile radius of the club. All members must provide UK residential evidence of address when requested by the club.

### **5.2 Rights and Privileges of Members (Updated AGDM 2020)**

There shall be the following categories of membership with power to vote at all meetings of the Club. Persons who become partners of existing full members will not be exempt from serving the probationary period of one year prior to being accepted as a full member. The rights and privileges of each category of members are as defined in the rule 5.2.1.

**Full Member** - being a person at the date of election is over the age of eighteen and shall have one vote.

**Family Membership** – shall include 2 persons, at the date of election are over the age of eighteen, in a relationship and cohabiting at the same address and shall have one vote for each person.

OR

Shall include 1 person, at the date of election is over the age of eighteen and shall have one vote.

A family membership can include their children under eighteen, or under 25 if they are in full time education. The children will have access to the RYA training lessons provided by the club at no extra cost. Children do not have a vote.

**Cadet Member** - being a person, who at the date of election, is under the age of eighteen or in full time education, shall have use of those Club facilities under the control of the Sailing Sub-Committee. Upon attaining the age of eighteen, a Cadet Member may apply to be become a Full Member, however, a Cadet does not have an automatic right to full membership. In the event that the membership list has no vacancies, the Committee may extend the period of cadet membership until a vacancy occurs. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a Full Member or under a Family Membership.

**Honorary Member** - who shall be nominated and elected in the manner described in Rule 4.8 A Full Member may be awarded Honorary membership for life. A member of the Family Membership may be awarded Honorary membership jointly with his/her spouse or partner and shall have one vote for each member.

**Probationary Member** - being a Full Member or member of a Family Membership in their first year of membership. A Probationary Member shall have the full use of all Club facilities, subject only to Rule 8.1. Such a member shall have no vote.

**Temporary Member** - who shall have no vote, shall have the full use of the Club facilities

#### **5.2.1 Rights and Privileges of Members (Updated AGM 2019)**

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

A FULL, FAMILY, CADET & HONORARY MEMBERS shall have the full use of all the Club facilities.

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

A TEMPORARY MEMBER which expression may include members of another RYA recognised Club or organisation shall have the full use of the Club facilities but:

1. Shall not be allocated a Club Mooring on a temporary basis.
2. Shall have no right to introduce visitors to the Club or the facilities thereof.
3. Shall have no right to take any part in the management of the Club.
4. Is deemed to have notice of and impliedly undertakes to comply with the Club rules, current Bylaws and Regulations as if he or she were a member of the Club and so far as the said Rules, Bylaws and Regulations may be deemed to apply to such Temporary Member.

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

### **5.3 Taking up Membership**

No new member may use the Club's premises, or any of the facilities of the Club, until forty-eight hours have elapsed from the date of posting of notice of his/her election. Details of electing new Club members are dealt with in rules 6.1 to 6.6 inclusive. This rule does not apply to Temporary Members.

### **5.4 (Redacted AGM 2018)**

### **5.5 Entitlement to Vote (Updated AGDM 2020)**

All fully paid members aged eighteen or over and Honorary Members, not including a Temporary Member or a Probationary Member, shall have the power to vote at all meetings of the Club. Other rights and privileges and obligations of members are defined in the rule 5.2.1.

### **5.6 Retirement of a Member**

A Club member desirous of retiring from membership shall give notice, in writing, to the Secretary before the last day of February and shall not then be liable to pay the Subscription Fee for the following year.

Upon re-application by a past member the joining fee will be waived if they are returning within 5 years, if returning after this period then a joining fee will have to be paid in line with current fees.

### **5.7 Rights of Candidates for Membership**

Candidates for membership shall have no privilege whatsoever in relation to the use of the Club, its premises or its facilities.

### **5.8 Probationary Members**

Probationary members will pay the full Joining fee plus a full year's single or family membership subscription.

After the probationary period of one year, probationary members will be considered by the Subscription Committee for full membership and if successful, will be required to pay the Fee the appropriate membership fee pro-rata for the remaining period of the year.

Thereafter all full members pay their membership fees on the first day of April in each year.

### **5.9 Membership Joining & Subscription Fees**

The Treasurer shall each year propose to the Club members at the Annual General Meeting, the rate of Joining Fee & Subscription Fees for each category of membership.

Any proposed changes shall be approved by a simple majority of those present and entitled to vote and shall become operative on the first day of April in the year following.

The current rate of Joining Fee and Subscription Fee shall be prominently displayed in the Club premises

Members requiring club moorings shall also make the an annual payment of such a sum as the Committee shall from time to time prescribe and which is ratified by vote at the Annual General Meeting.

Such payment shall entitle a Club member moor his or her boat on the water controlled by the Club or occupies a space in the Club's boat park.

### **5.10 Payment of Subscriptions & Fees (Updated AGDM 2020)**

All Subscription Fees and annual mooring fees are due for payment on the 1st April and are subject to resolutions made at any Annual General Meeting.

All other fees i.e. Crane lift fee, Winter / Summer storage fee, Members excess stay fee, etc will be payable on occurrence.

### **5.11 Arrears (Updated AGM 2019)**

A Club member whose fees are more than one month overdue shall be deemed to be in arrears.

A letter shall notify the Club member that he/she is in arrears and his/her name shall be displayed in the Clubhouse. No member whose fees are more than one month in arrears may use any of the Club facilities or enter any Club event.

The Committee shall have the discretion to accept payments by instalments from members with genuine hardship. Hardship cases will incur a 10% administration fee. If a member fails to adhere to the exact dates and payments on the agreed schedule they shall be deemed to be in arrears.

#### **5.12 Termination of Membership**

The Committee may terminate, without notice being given, the membership of any member whose annual membership and/ or other fees are more than two months in arrears. The Committee may, at its discretion, reinstate such a member upon payment of arrears and payment of the joining fee.

#### **5.13 Change of Address**

Every Club member shall furnish the Secretary with an up-to-date address, which shall be recorded in the Register of Members, and any notice sent to such address shall be considered to be delivered for the purpose of this rule.

#### **5.14 Re-instatement of Members**

When any category of membership is sought by an ex member who has:-

1. Been expelled from the Club under section 7 (conduct of members);
2. resigned from the Club under rule 7.2;
3. tendered their resignation as part of an agreement to resolve a dispute with an individual member or group of members;

The election to the Club will be decided by a vote of members at a General Meeting of the Club, where a minimum of one months notice has been sent to the general membership.

This would only apply to people leaving after a dispute as defined above and not to people who had not paid their fees.

## **SECTION 6 - ELECTION OF MEMBERS**

### **6.1 New Members**

All candidates for membership, except for cadets, will serve, if elected by the Committee under Rule 6.2, a probationary year. At the end of that year their application will be re-presented to the Committee to be considered for election as a Full or Family Member.

### **6.2 Election to Membership**

Upon receipt of an application for all types of membership, the Membership Secretary shall display the applicant's name within the Club premises on the membership board for at least fourteen days.

If the Membership Secretary has not received any letters/emails of concern from the membership than the application will be accepted upon proof of address and payment.

If a letter/E-mail of concern has been received then the application will be referred to the next Committee meeting at which such application for membership shall be considered.

Under such circumstances the election of new members is vested in the Committee and shall be a simple majority vote of those on the Committee.

The Membership Secretary shall inform each candidate in writing of the candidate's election or non-election.

The Membership Secretary shall furnish an elected candidate with a copy of the Rules and Bylaws of the Club and make request for such payments as are necessary.

### **6.3 Payment of Fees upon Election**

Upon election, a candidate shall pay, within two calendar months, such joining and other fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay is provided.

## **SECTION 7 - CONDUCT OF MEMBERS**

### **7.1 Undertaking to comply with the Rules (Updated AGDM 2020)**

Every member, upon election and thereafter, is deemed to have notice of, and to have undertaken to comply with the rules and the current Bylaws of the Club. Any refusal or neglect to do so, or any conduct that, in the opinion of the Committee, is either unworthy of a Club member or otherwise injurious to the interests of the Club shall render a Club member liable to disciplinary procedures and possible expulsion from the Club.

### **7.2 Discipline of Members**

The Committee shall handle all matters of discipline. It shall formulate and maintain a written procedure for dealing with complaints about member's conduct that shall be approved by a 2/3rd majority of the Committee.

The Committee shall only deal with signed complaints and must adhere to the approved procedure. The procedure shall respect the principals of natural justice and call upon a member facing allegation of misconduct for a written explanation from the member's and giving the member a full opportunity of providing an explanation of their conduct.

Where a case against a member is judged to be valid, the following sanctions shall be available:-

- Consider that, in the case of a first offence, the process has already had the desired effect and take no further action,
- Issue a written warning,
- Issue a final written warning,
- Suspend the member from Club activities by excluding them from the club-room while the bar is open,
- Decide that the member should be expelled from the club. This will require to be carried by a 2/3rds majority.

Members facing possible expulsion shall be given the opportunity of resigning. Should the member being expelled be part of a family membership then the remaining people from that membership will remain members for that year and thereafter be changed to the appropriate class of membership. Expelled members will not be allowed to visit the club as guests.

### **7.3 Appeals**

Any member shall have the right of appeal to the membership of the Club in a General Meeting and may within 14 days of occurrence of the action, exercise the right of appeal by written notice to Secretary.

The General Committee shall then convene a General Meeting of the membership within one month to consider the matter and a vote shall be taken to decide if the complaint is valid or if the member shall be reinstated from the date of expulsion, if it is an expulsion matter.

The appeal shall be decided by a simple majority of members present and entitled to vote.

### **7.4 Guests in the Club**

Club members shall enter the names of all guests in the Visitor's Book. Not more than three guests may be introduced by a member in any one day.

### **7.5 Damage to Club Property**

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

### **7.6 Exhibiting of Notices**

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

### **7.7 Settlement**

A Club member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Bylaw relating to the settlement of such indebtedness.

## **7.8 Complaints**

Complaints of any nature relating to the management of the Club or other members shall be addressed in writing to the Secretary.

Under no circumstances shall any Club member personally reprimand another Club member or servant of the Club. All letters of complaint shall be addressed to the Secretary who shall promptly acknowledge such letter.

## **7.9 Members of Other RYA Clubs**

A member of any club affiliated to the Royal Yachting Association, a list thereof is published by the said Association, may be authorised to use the premises of the Club by any member of the Committee.

Such authorisation shall specify between which dates not being more than fourteen days apart the said person may so use the Club premises.

## **7.10 Visiting Competitors**

Any person who is a competitor or crewmember in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 24 hours before and after the race in which they are competing.

## **7.11 Power to Expel Those Admitted under Rules 7.4, 7.9 & 7.10:-**

Any Committee member or any other person who has received the authority of two members may expel any person who has the right to use the club under rule 7.4, 7.9 & 7.10 temporarily. This must then be reported to the secretary within forty eight hours.

## **7.12 Members Personal Data**

Members' data will be held and used in compliance with the club's Data Protection Policy. This shall comply with the Data Protection Act.

## **7.13 Sanctions applied in cases of infringements of the Harbour Bylaws**

### **a) General Conduct**

Members must comply with reasonable instructions issued by Members of the Mooring Committee to apply these Bylaws. However, should a Member disagree with any instruction then the matter shall be resolved after written application to the Mooring Committee or a subsequent appeal via the Grievance Procedure.

### **b) Failure to comply with the Harbour Bylaws**

The Mooring Committee may apply any of the following sanctions in order to enforce the Bylaws. Members who refuse to accept a sanction will automatically be subject to S3.

- S1 Member required to explain their conduct to the Mooring Committee
- S2 Withdrawal of specified facilities for a limited time
- S3 Member referred to Flag Officers to explain conduct
- S4 Recommendation to General Committee that the members Mooring Agreement be rescinded.

Conduct worthy of sanction includes:

- Reckless seamanship within the Harbour,
- Disregard of any of the restrictions, in a way that disadvantages other members,
- Persistent disregard of restrictions,
- Persistent or major disregard of Regulations.

## **7.14 Waste Disposal (Updated AGDM 2020)**

All waste must be disposed of in accordance of the Port Waste Management Plan.

All general waste generated by Club members shall be the personal responsibility of the Club members concerned and must be safely disposed of using the appropriate facilities.

There is no provision for specialist waste disposal, EG paint scrapings, paint tins, rollers, brushes, oil etc. These waste items must be taken away and disposed of by the Club member.

Ground sheets must be placed to collect all paint scrapings from boat hulls



### **7.15 Parking of Vehicles (Updated AGM 2019)**

Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to the Club premises. Vehicles shall not be left unattended in the pound without permission of the Committee.

### **7.16 Power to Dispose of Members Property**

A member who leaves any boat, dinghy or other property on land under the jurisdiction of Eling Sailing Club contrary to the written requests of the Committee to remove the same shall, on the fourteenth day following the date of written notice, become liable to the Club for any removal, disposal or storage charges incurred.

The Club shall be at liberty to deduct these charges from net proceeds of sale of such items before accounting to the Club member for the balance if any and to take action against the member to recover any shortfall.

Neither the Club nor its Officers or other Club members shall be held responsible for any damage or injury to the Club member's property arising out of such removal in accordance with this rule.

### **7.17 Control of Dogs**

All dogs brought into the Club premises must be kept under control.

### **7.18 Admittance of Children**

Children under sixteen years of age may only be admitted to the Club premises accompanied by an adult over the age of eighteen.

## **SECTION 8 - LIMITATION OF CLUB LIABILITY**

### **8.1 Limitation of Club Liability**

Club members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

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

(a) The Club will not accept any liability for any damage to or loss of property belonging to Club members, their guests or visitors to the Club.

(b) The Club will not accept any liability of personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by Club 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 servants of the Club.

## **SECTION 9 - PURCHASE AND SUPPLY OF EXCISABLE GOODS**

### **9.1 Purchase And Supply of Excisable Goods (Updated AGDM 2020)**

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 Sub-Committee 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 the use of the Club premises in pursuance of the Rules, Bylaws and Licensing Laws for the time being in force. No Club member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises.

### **9.2 Hours of Sale of Excisable Goods**

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

#### **9.2.1 Opening of Club Premises (Updated AGDM 2020)**

The permitted hours for the sale of intoxicating liquor are as follows:

Monday – Thursday 1000 to 2300 hours  
Fridays & Saturdays 1000 to 2300 hours  
Sundays 1200 to 2230 hours  
Good Friday 1200 to 2230 hours

Christmas Day 1200 to 2230 but not exceeding 6.5hours with a break from 1500 to 1700 hours.

New Year's Eve 1000 to 2300 hours but if a Sunday 1200 to 2300 hours.

Time can be extended from New Eve Year End to the start of the next days-permitted hour

The bar will be open on Tuesdays and Fridays 20:00 to 23:00hrs hours Saturday's 13:00 to 16:00hrs or at such other days and hours as may be decided by a Committee member or suitably trained member of the club, subject to the above permitted hours of opening and any restrictions imposed from time to time by the Licensing Authority.

### **9.3 Profits from the Sale of Excisable Goods**

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.

### **9.4 Accounts Relating to Excisable Goods**

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

### **9.5 Disclosure of Accounting Information**

The accounts mentioned in 9.4 shall be made available for any member to review at their own expense and time. Such a request must be made in writing to the Club Secretary who shall supply (furnish) that member with the accounts within 31-days of receiving the request.

## **SECTION 10 - TRUSTEES**

### **10.1 Trustees, Number and Terms of Reference**

There shall be at least four Trustees of the Club who shall be appointed from time to time as necessary by the Committee from among Full, Family or Honorary Members who are willing to be so appointed. Trustees shall hold office during their lifetime so long as they remain members of the Club, or until they shall resign, by notice in writing given to the Committee.

A resolution terminating a Trustee's appointment shall be passed at the meeting of the Committee by a majority comprising two thirds of the members present and entitled to vote.

### **10.2 Property of Club Vested in Trustees**

All 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 is necessary and practicable, on trust for the use and benefit of the Club.

On death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his/her 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 Secretary for the time being 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 nominated by the Committee.

### **10.3 Trustees, Powers of**

The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions which shall be duly recorded in the minutes of the proceedings of the Committee, but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

### **10.4 Trustees Indemnity from Club Funds**

The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

The Trustees shall be similarly indemnified when working on instruction from any officer of the Club or the Committee.

### **10.5 Limitation of Liability of Club Trustees**

To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club:-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.

### **10.6 Key Custodian**

A nominated trustee shall be responsible for maintaining a register of all keys held by committee members.

The trustee so nominated shall be responsible for the collection of these keys at the time a committee member stands down and for allocating the keys to the incoming member.

## **SECTION 11 - MEETINGS OF THE CLUB**

### **11.1 Annual & Extra-Ordinary General Meetings**

An Annual General Meeting of the Club shall be held each year in the month of November on a date to be fixed by the Committee.

The Secretary shall, at least fourteen days before the date of such meeting or of any General Meeting as hereinafter mentioned, email, post or deliver to each Club member notice hereof and of the business to be brought forward there at.

The Committee shall call an Annual General Development Meeting of the Club to be held on a date fixed by the Committee within three months of the date of the Annual General Meeting.

In addition to the discussion of development projects and funding proposals, the Committee may put forward any special business it considers necessary, such as the approval of accounts and rule changes by giving 21-days notice, in writing, of the meeting.

### **11.2 Business at Annual General Meetings**

No business, except the passing of the Accounts, agreement of future fees, boat insurance and the election of the Officers, Committee, Trustees and Independent Auditor, 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 Club member entitled to vote to the Secretary at least thirty days before the date of the Annual General Meeting.

The date of the Annual General Meeting shall be e-mailed, posted or delivered to members in accordance with Rule 7.12 to all during August to allow time to submit a notice.

### **11.3 Extra-Ordinary General Meetings**

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

The notice shall be e-mailed, posted or delivered to members in accordance with Rule 7.12.

### **11.4 General Meetings Upon Request of Members**

The Committee shall similarly call a General Meeting upon a written request addressed to the Secretary by at least 25 members.

The discussion at such meetings shall be confined to the business stated in the notice sent to Club members. The notice shall be agreed and signed by all Club members who requested the meeting as being a correct representation before circulation of the notice to the Club members

### **11.5 Chairman at Meetings**

At every meeting of the Club, the Chairperson shall be the senior flag officer present or if absent another Club member elected by a simple majority of those present shall preside.

### **11.6 Quorum at Meetings**

25 percent rounded up of the members entitled to vote and personally present shall constitute a quorum at any meeting of the Club.

### **11.7 Entitlement to Vote at Meetings**

Only Full, Family and Honorary members shall vote at any Meetings meeting of the Club. Other members may attend but are not entitled to vote

### **11.8 Voting at Meetings**

Voting, except upon the election of members of the Committee, shall be by show of hands unless otherwise directed by the Chairman.

### **11.9 Equality of Votes at Meetings**

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.

**11.10 Votes on Rule Change (Updated AGDM 2020)**

On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, or Bylaw of the Club, such Rule or Bylaw shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

**11.11 Voice Recordings**

Any Club members wishing to make voice recordings at any Club meetings will seek approval of the assembled majority. Recording made without this approval will be prohibited.

**11.12 Disruption of Meetings**

Any person considered to be disrupting a meeting may be asked by the chairman to discontinue such disruption. On continued disruption the person will be told to leave the meeting.

## **SECTION 12 - MOORING LEASES**

### **12.1 Mooring Leases (Updated AGM 2019)**

ESC has two types of Mooring Leases:

- Full Mooring lease
- Temporary Mooring lease

All lease periods run from acceptance of a Mooring Lease until 31st March.

A Full Mooring lease shall be let on an annual or pro rata lease. This lease entitles the lessee to moor a named vessel at a specified berth for up to 12 months with the right to renew. In the event of the mooring no longer being required before the end of the lease, no refund will be given.

Temporary Moorings are allocated to members and visitors. For example members who purchase a second boat and need two moorings to allow time to sell their existing boats. Temporary moorings will be charged at the annual rate, pro rata for the remaining part of the year. When the mooring is vacated, the member needs to apply in writing to the Mooring Master for a refund.

### **12.2 Mooring Lease Renewal**

A Lease will be automatically offered for renewal unless the mooring has been deemed by the Committee not to be used in the best interests of the Club and its members, or has been used in a manner prejudicial to the rights and interests of other mooring holders. Subject to any such action being in compliance with the Club's Appeal procedure.

### **12.3 Ownership**

Where a boat has joint ownership, the majority shareholder shall be deemed to be the owner. The owner shall be the named berth holder and be liable for all fees and responsible for all ownership liabilities including moorings. All shareholders in a boat must be Club members.

Both parties in a Family Membership shall be deemed to be the owner for the purpose of this rule.

#### **12.3.1 Buying and Selling (New AGDM 2020)**

When a vessel is sold and remains on a Club Mooring the Mooring Master must be informed of the date of transfer and the new owners be given the Mooring Masters contact details so that they can provide their details and insurance.

If a member wishes to bring a new vessel onto a Mooring, the member must first contact the Mooring Master to ensure that there is a space available and it is suitable for a Mooring.

### **12.4 Insurance of Vessels (Updated AGM 2019)**

Any vessel occupying a mooring, stored ashore, or taking part in any Club event shall be insured on renewal for third party liability for the minimum of £3 million or other sum agreed at the Annual General Meeting for that year and must provide a signed annual declaration of valid insurance for the period of the lease or event.

Such sum must be recorded in the minutes of the Annual General Meeting.

Members who have a Mooring Contract, vessel stored ashore or vessel taking part in any Club event must, on demand of the Mooring Master or Flag Officer, be able to prove insurance with a minimum third party liability of £3 million or other sum agreed at the AGM. This must be provided within one calendar month of the request.

### **12.5 Vessels & Equipment**

In addition to the powers given to the Committee under Rule 4.2 & 4.3, and Rule 4.7 hereof if, at any time, any fees payable to the Club by any Club member or former member of the Club shall be three months or more in arrears and a vessel the property of a member or former member remains upon the Club premises, the Committee may:-

- a) Move the vessel to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.
- b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel ensuring the best price is obtained by getting three independent quotes and deduct any monies due to the Club, whether by way of

arrears of Subscription Fees or annual payments, mooring, dinghy park fees or otherwise from the net proceeds of sale before accounting for the balance, if any, to the member or former member.

c) Alternatively, if the vessel is un-saleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the Club member or former member

d) Further the Club shall at all times have a lien over Club members' or former members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

**PROVIDED ALWAYS THAT: -**

Proper evidence is available to show that all reasonable steps have been taken to trace a Club member or former member. When, and if, the vessel is sold, the proceeds of sale, unless any indebtedness by the Club member or former member to the Club, shall be placed upon bank deposit account. The same retained against the eventuality of a claim by the owner, whether he be the said Club member or former member or otherwise, for a period of six years.

**12.6 Damage to Member's Property**

Each Club member is personally responsible for any damage caused by their vessel to other vessels, property, or Club equipment and will be personally liable to rectify the damage caused.

Neither the Club nor its Officers or other Club members shall be held responsible for any damage or injury arising out of use of the Club moorings or pontoon facilities. All boat legs and their fixings and mountings must be constructed so that they will not cause damage to other boats with which they may come into contact.

**12.7 Fin Keel Boats Drying on Club Pontoons**

Fin keel boats are not permitted to dry out on the club pontoons; they must use the berth to the left of the derrick berth (No 2 scrub off) or the derrick berth. (with the agreement of the Mooring Master)

**12.8 Inactive Vessel Consent (New AGDM 2020)**

The Harbour is of limited space, so whilst mooring facilities are offered for Club members wishing to be active in boating, the use of the harbour for the long-term storage of inactive vessels is discouraged.

A Member can apply to the Mooring Master for inactive vessel consent if they feel that work and life commitments, ill health, or family ill health could be a limitation to using the vessel.

An inactive vessel is considered a vessel which hasn't been beyond the South of Eling Cardinal in the last twelve months.

An inactive vessel may not have their Mooring lease renewed. The Mooring Master will send correspondence to give the member 2 months notice to give the member time to make other arrangements



## **SECTION 13 - DISSOLUTION OF THE CLUB**

### **13.1 Extraordinary General Meeting for Dissolution**

The resolution for the dissolution of the Club must be made at an Extraordinary General Meeting of the Club, having been called in accordance with Rule 11.3 or 11.4. Unless as otherwise provided in this section, the provisions of Section 11 will govern the conduct of this Extraordinary General Meeting.

For such an Extraordinary General Meeting to be quorate, at least one half of the Club membership must be present at the meeting and be eligible to vote.

### **13.2 Resolution for Dissolution**

The resolution for dissolution shall be passed if two-thirds of those present at the Extraordinary General Meeting and entitled to vote, vote in favour of such a resolution.

### **13.3 Dissolution of the Club**

In the event of the dissolution of the Club, the boats partly funded by the Lottery Sports Grant in 1998, the Sports England Award 2012 and/or any subsequent grants or awards of a similar nature are to be transferred to another Club recommended by the Royal Yachting Association. 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 Club.

The Committee shall after resolution of the Club members passed at a General Meeting dispose of the net assets remaining to one or more of the following:

1. To another club with similar sports purposes which is a registered CASC and / or;
2. To another club with similar sports purposes which is a charity and/or;
3. To the club's national governing body for use by them for related community sports.

### **13.4 Termination of Club**

After the distribution of all the residual proceeds, the Club shall be officially dissolved.

**SECTION 14 - BYLAWS**