



THE RULES OF FISHERS GREEN SAILING CLUB CIC

ADOPTED 1ST JANUARY 2014

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A copy of the Articles of Association of the Club is available in the Clubhouse and may be viewed or downloaded in PDF format from the Members' area on the website

Throughout these Rules words or phrases shown in **BOLD** are defined in the Interpretation section.

PART 1: INTERPRETATION

1. INTERPRETATION

1.1 These Rules are made pursuant to **Article 5.11**

1.2 In these Rules, unless the context requires otherwise:

AGM	means the Annual General Meeting of the Club ;
Articles	means the Articles of Association of the Club from time to time and Article refers to a particular provision in them;
Associate Member	means a Member of the Club who is not liable for the £1 Guarantee in the event of the Club's dissolution, is not, therefore, a Club Member , and who therefore neither has voting rights at general meetings nor any other rights to which Members of companies are entitled under the Articles or the Companies Acts, and Associate Membership shall be interpreted accordingly;
Boating	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means as permitted by the Lessor of the sailing water and its environs;
CASC	means a Community Amateur Sports Club, as that term is defined by s658 of the Corporation Tax Act 2010;
CIC	means a Community Interest Company, which is a type of company introduced in 2005 under the Companies (Audit, Investigations and Community Enterprise) Act 2004, designed for social enterprises that want to use their profits and assets for the public good;
Club	Means Fishers Green Sailing Club CIC;
Club Facilities	means the Clubhouse , all premises of the Club , the water controlled by the Club, any equipment made available by the Club (whether for a fee or without charge), all changing and washing facilities, all storage facilities and any other facilities made available (whether for a fee or without charge) by the Club from time to time;
Clubhouse	means the Clubhouse situated at Holyfield Lake, Stubbins Hall Lane, Waltham Abbey, Essex EN9 2EG, Ordnance Survey Map Reference TL380043;
Club Member	means a company Member of the Club , as that term is defined by section 112 of the Companies Act 2006, and Club Membership shall be interpreted accordingly;
Director	means a Director of the Club registered as such at Companies House, and includes any person occupying the position of Director, by whatever other name called;

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| Executive Officers | means the Hon Treasurer and Hon Secretary elected by the Members at the AGM ; |
| Fees | shall have the meaning given in Rule 8.1; |
| Finance Acts | means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation relating to CASCs ; |
| Flag Officers | means the Commodore, Vice Commodore and Rear Commodores elected by the Members at the AGM ; |
| Guarantee | All Club Members are required to provide a Guarantee, limited to the sum of one pound Sterling, payable in the event of the dissolution of the Club ; |
| Management Committee | means the Committee appointed by the Members at the Annual General Meeting (see Rule 18.5); |
| Member | means all Members of the Club , whether Club Members or Associate Members and Membership shall be interpreted accordingly; |
| Royal Yachting Association & RYA | means the Royal Yachting Association, a Company Limited by Guarantee registered in England and Wales with Registered Company Number 00878357. |
- 1.3 These Rules are supplemental to the **Articles**. Nothing in these Rules is intended to contradict the **Articles** or the provisions of the Companies Acts and, in the event of any inconsistency between any provision of these Rules and any provision of the **Articles**, the **Articles** will prevail.
- 1.4 Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the **Articles**.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

PART 2: MEMBERSHIP

2. MEMBERSHIP

2.1 **Membership** shall be open on application to anyone interested in the sport of **Boating** or the construction and use of model boats, regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion, belief or absence thereof. Membership may, however, be limited according to available facilities on a non-discriminatory basis.

2.2 **Article 24.1** gives the **Directors** the power to create different classes of **Membership**, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, **Associate Membership** conveys neither **Club Membership** nor any of the rights or privileges of Club Membership under the Articles or the Companies Acts.

2.3 There shall be the following classes of **Club Membership**:

2.3.1 Individual Members;

2.3.2 Family Members (two named adults only);

2.3.3 Honorary Life Members

2.3.4 Model Boat Members

2.3.5 Crew Members

2.3.6 Volunteer Members; and

2.3.7 Social Members

2.4 There shall be the following classes of **Associate Membership**:

2.4.1 Family Members (all persons other than the two named adults);

2.4.2 Winter Members

2.4.3 Honorary Members

2.4.4 Affiliate Members

2.4.5 Temporary Members.

3. ELIGIBILITY FOR MEMBERSHIP

3.1 **Individual Membership** is open to any individual aged 18 or over who is interested in the sport of Boating. Individual Members are **Club Members** with the right to attend and vote at general meetings in accordance with the **Articles** and the Companies Acts.

3.2 **Family Membership** is open to each of the members of a family grouping of one or two adults, together with any number of children within their guardianship under the age of 18, or under 23 if in full time education, who are interested in the sport of **Boating**. The family grouping will pay a single family subscription. The adult who pays the subscription and one other named adult will be **Club Members**. Each other member of the family grouping will be an **Associate Member**. Only the named adults will have and may exercise all the rights and privileges of **Club Membership**, including the right to attend and vote at any general meeting.

3.3 **Honorary Life Membership** may be awarded to individuals as a mark of distinction in recognition of distinguished and meritorious service to the **Club** over a significant number of years. The **Directors** may nominate for election at an **AGM** such persons as Honorary Life Members as they think fit and such nominees must be elected by not less than two-thirds majority of the **Club Members** present at the meeting. Honorary Life Members are Club Members, and as such have full rights to attend and vote at general meetings although they will not be required to pay any subscription to the Club.

3.4 **Model Boat Membership** is open to any individual with an interest in the building and operation of model boats. Model Boat Members are **Club Members** with the right to attend and vote at general meetings in accordance with the **Articles** and the Companies Acts.

- 3.5 **Crew Membership** is open to individuals who sail as crew with an **Individual** or **Family Member**. Crew Members are **Club Members** with the right to attend and vote at general meetings in accordance with the **Articles** and the Companies Acts.
- 3.6 **Volunteer Membership** is open to individuals who volunteer to provide services or skills to the **Club** and its **Members**. Volunteer Members are **Club Members** with the right to attend and vote at general meetings in accordance with the **Articles** and the Companies Acts.
- 3.7 **Social Membership** is open to any individual with an interest in the sport of Boating, but who wishes to attend the **Clubhouse** for social purposes only and does not wish to participate in Boating activities. Social Members are **Club Members** with the right to attend and vote at general meetings in accordance with the **Articles** and the Companies Acts.
- 3.8 **Winter Membership** is open to any individual over the age of 18 who is interested in the sport of Boating but only wishes to sail at the Club during the winter months from 1st October to 31st March. Winter Members are **Associate Members**, and as such have no right to attend or vote at general meetings.
- 3.9 **Honorary Membership** may be awarded to individuals for services rendered to the **Club**. The **Directors** may nominate for election at an **AGM** such persons as Honorary Members as they think fit. The election of Honorary Members shall be put to the vote at the **AGM** each year and such persons shall be granted Honorary Membership if approved by a two-thirds majority of the **Club Members** present at the **AGM**. Honorary Members are **Associate Members**, and as such have no right to attend or vote at general meetings although they will not be required to pay any subscription to the Club.
- 3.10 **Affiliate Membership** is open to individuals who are members of clubs, societies, associations and other bodies that are affiliated to the **Club** whose voting rights and other rights and privileges are subject to the terms of the relevant Affiliation Agreement. Individual Affiliate Members are **Associate Members**, and as such have no right to attend or vote at general meetings.
- 3.11 **Temporary Membership** is open to Members of other **RYA** recognised clubs or organisations. Temporary Members are **Associate Members**, and as such have no right to attend or vote at general meetings
- 3.12 For the avoidance of doubt, where the type of **Membership** available to, or subscription payable by, an individual is related to age it will be determined by the age of the individual on the date of registration of his Membership, or its renewal date.

4. **BECOMING A MEMBER**

- 4.1 An application for **Membership** shall be in the form from time to time prescribed by the **Directors**, and shall include the full details of the applicant including address, work, home and mobile telephone numbers, email address and employment details.
- 4.2 The Membership Secretary shall have delegated discretion to decide whether or not to accept an application for **Membership**.
- 4.3 The Membership Secretary may refuse applications for **Membership** only for good cause, such as conduct or character likely to bring the **Club** or the sport of **Boating** into disrepute. Appeals against the Membership Secretary's decision to reject an application for Membership may be made through the Secretary to the **Management Committee** at a Committee Meeting.
- 4.4 The Membership Secretary shall inform each applicant in writing as to whether or not the applicant's application for **Membership** has been approved, shall provide successful applicants with a copy of these **Rules** and on-line access to the **Articles** through the **Club's** website, and shall also request payment of any applicable fees.
- 4.5 The address of every successful applicant shall be advised to the Secretary in order that it may be recorded in the register of **Members**, and any notice sent to such address shall be deemed to have been duly delivered.

5. **DUTIES AND OBLIGATIONS OF MEMBERSHIP**

- 5.1 It is a condition of **Membership** that all **Club Members** provide a **Guarantee** limited to the sum of one pound Sterling, payable in the event of the **Club's** dissolution.
- 5.2 It is a condition of **Membership** that all **Members** and adult **Associate Members** (but not Affiliate, Honorary or Honorary Life Members) take their turn with the duties necessary to run the **Club** and to service and maintain the **Club Facilities**, as they may be requested to do from time to time by the **Management Committee** at its discretion.
- 5.3 **Members'** boats must be berthed or moored, boards stored and trailers parked as directed by the **Management Committee**. Members are responsible for displaying their boat sticker in a clearly visible location on the mast or transom and for keeping their berths neat and tidy, with grass, weeds, rubbish etc. kept down. At the discretion of the Management Committee, boats, boards or trailers may be moved as deemed necessary but particularly in the following circumstances:
- 5.3.1 if no current Boat Permit Fee sticker is displayed on the boat or board;
- 5.3.2 if the trailer is not marked with the Membership number or;
- 5.3.3 if the berth is seriously overgrown.

6. **RIGHTS AND PRIVILEGES OF MEMBERSHIP**

- 6.1 The rights and privileges of each class of **Membership** shall be as follows, subject in each case to the provisions of the **Articles** and these Rules:
- 6.2 Individual Members, Family Members, Honorary Life Members, and Honorary Members shall have the full use of all the **Club Facilities**;
- 6.3 Model Boat Members shall have the full use of all **Club Facilities** but are restricted to operating their models on the designated area of water;

- 6.4 Crew Members, Social Members and Volunteer Members may not keep or use their own boat or board on the Club site or water but shall otherwise have the full use of all **Club Facilities**;
- 6.5 Temporary Members and Winter Members shall have full use of the **Club Facilities**, but they:
- 6.5.1 shall only enter **Club** races or regattas when authorised by the Rear Commodore (Sailing);
- 6.5.2 shall have no right to bring guests to the premises of the **Club**;
- 6.5.3 shall have no right to take any part in the management of the **Club**;
- 6.5.4 are deemed to have notice of and, by implication, undertake to comply with the **Articles** and these Rules;
- 6.5.5 shall be liable to be expelled from the **Clubhouse** and/or prohibited from using the **Club Facilities** if, in the opinion of the Secretary or the **Directors**, they have not reasonably complied with the conditions set out in the **Articles** and these Rules in force from time to time.
- 6.6 Applicants for **Membership** whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the **Club Facilities**.

7. **RESTRICTIONS TO THE USE OF CLUB FACILITIES**

- 7.1 **Members** may use the water for water sports and the operation of model boats only and must not encroach within 50 feet (15 metres) of anyone fishing from the shore. Activities afloat or ashore which are specifically prohibited are power boating (except for use as safety provision, maintenance of the site and water, as committee boats or for training or coaching), fishing, skating, bathing and the playing of portable radios, etc. and any other activity which in the opinion of the **Management Committee** is likely to cause annoyance or disturbance to fellow Members.
- 7.2 Pet and assistance dogs may be brought onto the **Club** site, but they must be kept under control and on a lead at all times, must not be allowed to foul the grass or other areas within the site and, except for assistance dogs, must not be permitted to enter the **Clubhouse**.
- 7.3 The **Club** is situated in a Country Park and **Members** must adopt responsible behaviour in respect of security, litter and general nature and wildlife conservation matters.

8. **MEMBERSHIP SUBSCRIPTIONS AND FEES**

- 8.1 The following fees (the **Fees**) shall be payable by **Members**, as applicable in accordance with this Rule 8:
- 8.1.1 a Joining Fee on joining the **Club**;
- 8.1.2 an annual Subscription Fee in respect of their **Membership**;
- 8.1.3 an annual Boat Permit Fee, which shall entitle a **Member** to sail or otherwise propel his or her own boat on the water controlled by the **Club** and occupy a space in the Club's boat park.
- 8.2 The **Fee** rates for each class of **Membership** and Boat Permit Fees shall be proposed by the **Directors** to the **Management Committee** in October of each year. Any proposed changes shall be approved by a majority of those present and entitled to vote at the Management Committee Meeting and shall become operative on the first day of April in the year following.
- 8.3 The current **Fee** rates shall be prominently displayed in the **Clubhouse** and on the **Club's** website.

- 8.4 **Fees** will be kept at levels that will not pose a significant obstacle to participation and are to be comparable to those charged by similar clubs.
- 8.5 Subject to Rules 9.1, 9.2 and 9.3 all **Members** shall pay the applicable **Fees** for their first year of **Membership** within one calendar month of becoming a Member, and thereafter on or before the first day of April in each year.

9. **EXCEPTIONS TO THE REQUIREMENT TO PAY FEES**

- 9.1 Upon re-application by a person who has been a **Member** within the past two calendar years the **Directors** may, at their sole discretion, waive the usual Joining Fee.
- 9.2 Any person who becomes a **Member** after the first day of October in any year shall pay half the annual Subscription Fee applicable for that year.
- 9.3 Any person who becomes a **Member** after the first day of January in any year shall not be required to pay any subscription in respect of the period between becoming a Member and 31 March in that year, but they shall be required to pay on joining the **Fees** applicable to the subscription year commencing on the first day of April.
- 9.4 A **Member** who, for any reason, anticipates inability to use the **Club Facilities** for the whole of any one year shall be excused payment of **Fees** for that year, provided that notice in writing is given to the Membership Secretary before the last day of November in the previous year.
- 9.5 Any **Member** whose fees have been suspended pursuant to Rule 9.4 shall have no rights to use any of the **Club Facilities** for the duration of the year in respect of which **Fees** have been suspended. A Member wishing to be re-instated during the year in question shall pay such portion of the applicable Fees as the **Directors** shall require.

10. **TERMINATION OF MEMBERSHIP**

- 10.1 If a **Member** fails to pay any applicable **Fees** that are due within one calendar month of becoming a Member or of their **Membership** falling due for renewal, their Membership shall be automatically terminated.
- 10.2 A **Member** wishing to cancel their **Membership** shall give notice in writing to the Membership Secretary before the last day of March and shall not then be liable to pay the subscription for the following year. A Member who retires in accordance with this Rule shall not be entitled to have any part of their Fees refunded.
- 10.3 The **Directors** may cancel, without notice being given, the **Membership** of any **Member** whose **Fees** are more than one month in arrears (in whole or in part), provided that the Directors may, at their sole discretion, re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any **Club** event or regatta or (if applicable) vote at any general meeting.
- 10.4 Appeal against termination or non-renewal of **Membership** may be made to the **Management Committee** by submitting a written notice to the Membership Secretary, who shall, upon receipt of such a notice, include the appeal on the agenda for the next Management Committee meeting.
- 10.5 Any person who has been expelled from **Membership** shall not be entitled to have any part of their **Fees** refunded and must immediately return any trophy or trophies held.
- 10.6 Upon expulsion of a **Member**, the **Directors** may dispose of the former Member's boat and/or trailer in accordance with Rule 20.2.

11. CONDUCT OF MEMBERS & DISCIPLINARY ACTION

- 11.1 Every **Member** is deemed to have notice of, and undertakes to comply with, the **Articles** and these **Rules**.
- 11.2 Any breach of Rule 10.1 or any conduct which, in the opinion of the **Directors**, is either unworthy of a **Member** or otherwise injurious to the interests of the **Club**, shall render a Member liable to disciplinary action by the Directors, which may include expulsion or non-renewal of **Membership**.
- 11.3 Before taking any disciplinary action against a **Member**, the **Directors** shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct to the Directors or to voluntarily cancel their **Membership**.
- 11.4 The **Directors** (or any person to whom the Directors shall delegate this power) may temporarily suspend or exclude a **Member** from particular training sessions, racing and/or wider **Club** activities, if they consider in their sole discretion that such action is in the best interests of the Club.
- 11.5 A **Member** shall neither knowingly remove nor destroy any property of the **Club** (except where to do so will prevent likely injury and they inform the **Secretary** or a **Director** of their action at the earliest opportunity) nor shall they injure or damage any property of the Club. Any removal, destruction, injury or damage will require restitution if required by the Directors or by the Secretary upon the instructions of the Directors.
- 11.6 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.
- 11.7 A **Member** shall settle any indebtedness for refreshment or otherwise before leaving the **Club** premises, or in accordance with any Club Rule relating to the settlement of such indebtedness.
- 11.8 All suggestions shall be entered in the suggestion book and signed by the **Member**.
- 11.9 Complaints of any nature relating to the management of the **Club** shall be addressed in writing to the Secretary. Under no circumstances shall a servant of the **Club** be personally reprimanded by a **Member**.

12. GUESTS

- 12.1 **Members** shall enter the names of all guests in the guest book. No more than three guests may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.
- 12.2 The conduct of a guest is the responsibility of the host **Member** at all times while at the **Club**.
- 12.3 A member of any club affiliated to the Royal Yachting Association may be authorised to use the **Club Facilities** by any **Director**. Such authorisation shall specify the dates on which that person may use the **Club Facilities**.
- 12.4 Any person who is a competitor or crew member in any race sponsored by or on behalf of the **Club** is entitled to the use of the **Club Facilities** within a period of 24 hours before and after the race in which they are competing.
- 12.5 The Secretary or any other person, who has received the authority of two **Directors**, may expel, temporarily or permanently, any person who has the right to the use of the **Club Facilities** under this Rule 12.

13. LIMITATION OF CLUB LIABILITY

- 13.1 **Members** use the **Club Facilities** entirely at their own risk and accept that the **Club** does not accept any liability for any damage to or loss of property belonging to Members. All personal clothing and possessions should be removed before the **Clubhouse** is closed that day. Members are advised that the **Club** cannot accept any responsibility for loss of or damage caused to any craft, trailer, equipment or personal property which may be stored on the Club's premises.
- 13.2 The **Club** limits its liability to the fullest extent permitted by law in respect of personal injury to **Members** or their guests arising out of the use of the **Club Facilities**.
- 13.3 **Membership** and acceptance of the **Articles** and these **Rules** will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act 1998 and subsequent legislation.
- 13.4 Rule 13.1 shall be exhibited in a prominent place within the Clubhouse:

14. HEALTH & SAFETY

- 14.1 All activities undertaken ashore or afloat must be conducted in a safe manner and in accordance with the published FGSC Health and Safety Policy and Child Protection Policy. The use of dangerous equipment and tools (such as Chainsaws and Brush Cutters) is restricted to designated personnel as shown on the Health & Safety Notice Board in the **Clubhouse**.
- 14.2 Personal buoyancy in the form of a correctly fitted buoyancy aid or life jacket appropriate to support the weight of the wearer must be worn at all times while on the water. Such aids must be correctly fastened and in good condition. The wearing of wet or dry suits is not considered to be sufficient to constitute personal buoyancy.
- 14.3 Parents or guardians must ensure that children for whom they are responsible wear an appropriate buoyancy aid or life jacket at all times while they are near the water.

15. BUOYANCY OF BOATS

- 15.1 All sailing boats must be fitted with buoyancy that complies with the relevant Class Rules or otherwise as the **Management Committee** directs.

16. SUSPENSION OR RESTRICTION OF THE USE OF THE WATER

- 16.1 The **Management Committee** or the Safety Officer (Water) may suspend or restrict sailing:
- 16.1.1 during working parties;
- 16.1.2 during Open Meetings;
- 16.1.3 because of adverse weather conditions;
- 16.1.4 at the discretion of the **Management Committee** or the Safety Officer (Water).
- 16.2 Whenever possible advance notice will be given of any such restrictions.

PART 3: MANAGEMENT

17. EXECUTIVE OFFICERS

- 17.1 Only **Club Members** shall be eligible to stand for election as **Executive Officers**, to be appointed in accordance with **Article 34.2.4**.
- 17.2 The Secretary shall:
- 17.2.1 maintain, in hard copy or electronic format, a register of **Members'** names, telephone and mobile numbers, email and street addresses and the class of **Membership** of each Member. This information may be used only for the purposes of the administration and communications of the **Club** unless the Member expressly permits otherwise;
- 17.2.2 conduct the correspondence of the **Club** by mail or email as appropriate;
- 17.2.3 keep custody of all **Club** documents;
- 17.2.4 keep full minutes of all **Directors'** meetings, general meetings (including **AGMs**), and meetings of any committees established by the Directors from time to time, and all minutes shall be confirmed and signed by the appropriate chairman upon the agreement of the Directors, **Club Members**, or relevant committee (as appropriate) at the next following Directors' meeting, general meeting, or relevant committee meeting;
- 17.2.5 ensure that such insurance policy or policies are in place as may be needed fully to protect the interests of the **Club**, its **Directors, Officers**, employees and **Members**;
- 17.2.6 maintain contact with the **Club's** legal advisor to ensure that the Club's affairs are managed in accordance with all applicable laws;
- 17.2.7 maintain any such certificates or registrations, and complete any such non-financial returns as may be required by law.
- 17.3 The Treasurer shall:
- 17.3.1 cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the **Club**, in compliance with all legal requirements applicable to companies;
- 17.3.2 cause all returns as may be required by law in relation to the accounts of the **Club** to be rendered at the due time;
- 17.3.3 prepare annual report and accounts as at 31st March in each year and cause such report and accounts (as necessary) to be audited at least once annually and shall then cause the same to be distributed to the **Club Members**.

18. DIRECTORS AND MANAGEMENT COMMITTEE

- 18.1 The board of **Directors** shall consist of not less than three or more than five **Flag Officers** and **Executive Officers** ex officio, who shall be elected at the **AGM** each year to hold office until the termination of the next following AGM. If a Flag or Executive Officer does not wish to be a Director for any reason, another **Member** may be nominated to stand for election as Director at the AGM in his stead.
- 18.2 The **Directors** shall meet at least twice in each year making such arrangements for the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provisions of the **Articles**.

- 18.3 The quorum for meetings of the **Directors** shall be two Directors.
- 18.4 A retiring Commodore may be nominated as Honorary Life President and may serve as an ex officio **Director** following his retirement.
- 18.5 The **Management Committee** shall comprise of the **Flag** and **Executive Officers** ex officio and not less than six and not more than fifteen **Club Members** elected at the **AGM** each year to hold office until the termination of the next following **AGM**. The functions of those elected **Members** shall be as described in the Management Manual of the Club and may include the following named posts:
- 18.5.1 Assistant Secretary
 - 18.5.2 Boatswain
 - 18.5.3 Cadet Squadron Captain (ex officio)
 - 18.5.4 Child Protection Officer
 - 18.5.5 Health & Safety Representative
 - 18.5.6 Membership Secretary
 - 18.5.7 Model Boat Section Representative
 - 18.5.8 Safety Officer (Water)
 - 18.5.9 Sailing Secretary
 - 18.5.10 Site Officer
 - 18.5.11 Social Secretary
 - 18.5.12 Training Development Officer
- 18.6 The **Directors** may at any time co-opt any individual who is a **Club Member** to fill a vacancy in their number or (subject to the maximum stated in Rule 18.1) as an additional Director, but a co-opted Director holds office only until the next **AGM**.
- 18.7 At the **AGM** each year, the **Directors** who are **Flag** or **Executive Officers** and who have been in office for three years or more shall retire provided that another candidate duly proposed and seconded for election at the AGM is available. Directors retiring under this Rule shall not be eligible for re-election for the same post until the AGM next following the meeting at which they retire.
- 18.8 Candidates for election to the **Flag** and **Executive Officers** and the **Management Committee** shall be those **Club Members** whose nominations (duly proposed and seconded in writing by other Club Members) have (with their consent) been received by the Secretary at least fourteen days before the date of the **AGM** in each year. Such nominations, together with the names of the proposer and seconder shall be posted at the **Clubhouse** at least seven days prior to the date of the AGM.
- 18.9 If the number of candidates for election as **Directors** or **Members** of the **Management Committee** at any **AGM** is equal to or less than the number of vacancies to be filled then all candidates shall be elected if two thirds of those present in person or by proxy and entitled to vote at the AGM vote in favour of such election.
- 18.10 If the number of candidates for election as **Directors**, **Flag** or **Executive Officers** or members of the **Management Committee** at any **AGM** is greater than the number of vacancies to be filled then there shall be a ballot. If the ballot fails to determine any Director, Flag or Executive Officer or member of the Management Committee to be appointed 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.
- 18.11 The **Management Committee** shall meet at least every three months making such arrangements for the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provisions of the **Articles**.
- 18.12 The quorum for meetings of the **Management Committee** shall be seven **Members**.
- 18.13 In the event of a dispute arising between the **Directors** and the **Management Committee**, because of their legal responsibilities the decision of the Directors shall prevail and may only be overturned by a Special General Meeting.

PART 4: MISCELLANEOUS

19. PURCHASE AND SALE OF INTOXICATING LIQUOR

- 19.1 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 **Management Committee**.
- 19.2 Intoxicating liquor may only be sold for consumption in the **Clubhouse** to persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the **Articles** and these **Rules**. No young person under the age of 18 years may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may they purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.
- 19.3 The **Directors** shall cause the bar in the **Clubhouse** to be opened (subject to terms of the Clubhouse certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to persons stated in Rule 19.2, PROVIDED THAT guests' names and addresses and the name of their introducer shall have been entered in the guest book upon entry to Clubhouse.
- 19.4 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 supply 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.
- 19.5 Proper accounts of all purchases and receipts shall be kept and presented at the **AGM** in each year and such information as the Secretary 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.
- 19.6 The permitted hours for the supply of intoxicating liquor are as follows:
- | | | |
|--------|---|--------------|
| 19.6.1 | Monday – Thursday: | 1100 to 2230 |
| 19.6.2 | Fridays and Saturdays: | 1100 to 2300 |
| 19.6.3 | Sundays, Good Friday and Christmas Day: | 1200 to 2230 |
- 19.7 The bar in the **Clubhouse** will be open at the hours set out in Rule 19.6 or at such other hours as may be decided by the **Directors**, subject to any restrictions imposed from time to time by the Licensing Authority.

20. OTHER

- 20.1 The **Clubhouse** shall be open to **Members** at such times as the **Directors** shall direct.
- 20.2 If, at any time, any **Fees** payable to the **Club** by any **Member** or former Member shall be one month or more in arrears and a boat and/or trailer and/or any other property of a Member or former Member remains upon the Club premises then that Member or former Member shall remove the boat and/or trailer and/or any other property from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer and/or any other property then the **Directors** may:
- 20.2.1 move the boat and/or trailer and/or any other property to any part of the **Club** premises without being liable for any loss or damage howsoever caused;
- 20.2.2 give three months' notice in writing by registered post to the **Member** or former Member at his last known address as shown in the register of Members and then, at the expiry of this notice either:
- 20.2.2.1 sell the boat and/or trailer and/or any other property and deduct any monies due to the **Club** from the net proceeds of sale before accounting for the balance (if any) to the **Member** or former Member;
- 20.2.2.2 if the boat and/or trailer and/or any other property is unsaleable, dispose of the boat and/or trailer and/or any other property in any manner the **Directors** may think fit and deem the cost of doing and any arrears to be a debt owing to the **Club** by the **Member** or former Member.
- 20.2.3 The **Club** reserves the right to charge storage for the boat and/or trailer and/or any other property until such time as the owner collects the boat and/or trailer and/or any other property or until notice has been served under Rule 20.2.2,
- 20.2.4 PROVIDED ALWAYS THAT proper evidence shall be maintained to show that all reasonable steps have been taken to trace a **Member** or former Member and that, when and if the boat and/or trailer and/or any other property is sold, if the **Club** is unable to account to the Member or former Member for the balance of the proceeds of sale, then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member or former Member or otherwise) for a period of six years.
- 20.3 Any berth remaining unoccupied for three months may be reallocated.
- 20.4 In addition to Rule 20.2, the **Club** shall at all times have a lien over **Members'** or former Members' boats and/or trailers belonging to Members or former Members stored on the Club's premises or other property in respect of all monies due to the Club, whether in respect of arrears of **Fees** or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or any other property until such time as all monies due to the Club have been paid in full.
- 20.5 **Members** or visitors using the water shall insure against loss or damage to their craft. Such insurance must include a sum of at least £3,000.000 to indemnify against any third party liability which may arise.
- 20.6 Access to the **Club** Lake and Site is controlled through gates that are secured by combination padlocks or are electronically-operated. **Members** may obtain independent access by means of electronically-encoded Membership Cards or fobs issued on loan from the **Management Committee** and the combination codes which will be advised to them from time to time.
- 20.7 Additional or replacement cards or fobs are available on request from the Membership Secretary at a cost set from time to time by the **Directors**.
- 20.8 The cards or fobs of a **Member** whose renewal subscription has not been paid by the last day in April will be disabled at that date until such time as the subscription and any additional fees that the **Management Committee** may impose have been paid in full.
- 20.9 In the interests of security, the electronic gate at the perimeter of the Club Site will be kept locked at all times and a key code will be advised when visiting guests and their boats are expected.

- 20.10 The outer gate at the beginning of the lane to the **Club** is to be latched open at all times when the Club is open. **Members** should lock this gate behind them on entering or leaving when accessing the Site at times when the Club is not open or if they are the last to leave.
- 20.11 A First Aid box is kept In the Disabled Toilet. A list of emergency telephone numbers and addresses will be found next to the telephone in the **Clubhouse**. Any incident requiring First Aid attention should be recorded in the Accident Book and in the Clubhouse Log.
- 20.12 Any property found on the Site or in the **Clubhouse** should be handed to the Security Officer or a Member of the **Management Committee**, and if unclaimed will be handed to the Honorary Secretary for disposal.
- 20.13 Up to two boats of the **Club's** designated youth classes (see Rule 20.14) may be stored without fee in the Club's dinghy park provided that:
- 20.13.1 the owner holds Family Membership and is paying the berthing fee for at least one other boat of any class (including youth classes);
- 20.13.2 the boat or boats stored free are for the use of the children associated with that **Membership**;
- 20.13.3 all boats have been declared on the Membership Application or Renewal Form and are insured in accordance with Rule 20.7 above;
- 20.13.4 stickers for the boats have been obtained from the Membership Secretary and displayed as detailed in 5.1 above.
- 20.14 The designated youth boats are: Cadet, Laser Radial or 4.7, Mirror, Optimist, Pico, RS Feva XL, RS Tera and Topper. (The list of designated youth boats may be changed or updated at the discretion of the **Management Committee**.)
- 20.15 Children and Young Persons under the age of 18 years may only use the **Club Facilities** under the supervision of a parent, named person or guardian who must control the behaviour of the child on the **Club** premises at all times. The Club does not act in loco parentis. Parents and others who are involved in training, supervising or providing safety facilities for children must do so in accordance with the Club Child Protection Policy and must submit to appropriate certification if required by the **Management Committee** or by legislation.
- 20.16 The **Clubhouse** and outbuildings will be open for use by **Members** on Saturdays and Sundays between 09.00 hours and 18.00 hours or sunset, whichever is the earlier, and at such other times as the **Management Committee** may nominate. The opening and closing of the **Clubhouse** is the duty of the designated Security Officer.
- 20.17 At their own risk, **Members** who are competent sailors or sailboarders may sail at times when the **Clubhouse** is closed if they consider that the conditions are suitable. An out-of-hours toilet and changing facility is available to Members at such times.
- 20.18 Officers of the Day will be appointed by the **Management Committee** to assist in the direction and control of the activities at the **Club** during opening hours of the Club. They will be subject to the authority of those Members of the Management Committee that may be present who will usually include the designated Security Officer and the Safety Officer (Water). Their duties are defined at the end of these Rules.
- 20.19 Cars must be parked as directed by the **Management Committee** and must not cause an obstruction to other cars or the approaches to the **Club** premises. Cars must not be driven onto the grass areas and dinghy parks during winter.
- 20.20 Membership cards must be carried to gain access to the **Club** perimeter gate and to be presented as required to Lee Valley Park Rangers or Bailiffs. **Members** who leave their boats at the club must display a current sticker indicating that the relative Boat Permit Fee has been paid.
21. The **Members** acknowledge that these **Rules** constitute a legally binding contract to regulate the relationship of the Members with each other and the **Club**.
22. These **Rules** may be amended by the **Directors** from time to time, provided that no amendments shall be made that would jeopardise the **Club's** status as a **CASC**.

DUTIES OF AN OFFICER OF THE DAY

Every Member is required by the Club Rules to attend when rostered to assist in the day-to-day running of the Club. Members may be required to perform the duties of Security Officer, Officer of the Day (OOD), Race Officer, Safety Crew, Galley Steward or Bar Steward. Advance notice is given in Clubline and reminders are issued shortly before the duty date.

All rostered Members other than designated Galley staff should bring with them a buoyancy aid, foul weather clothing and a change of clothes in order to be prepared for any contingency, afloat or ashore.

1. Officers of the Day (OOD's), on the day on which they are rostered by the Management Committee, are delegated to assist the Security Officer in the administration and running of the Club during the hours that the Club is open.
2. On arrival at the Club they should sign the Clubhouse Duty Log and report to the Security Officer who will direct them to the Safety Officer (Water) or his deputy, or to the Race Officer, to assist in organising the days sailing, racing or other activities as necessary.
3. They should remain within the boundary of the Club during the time that it is open and must not leave the Site during that time without the permission of the Security Officer or a Committee Member. In the event that they do leave the Site, they must make a note in the Clubhouse Duty Log to that effect.
4. When requested by the Security Officer, the Safety Officer (Water) or his deputy, they will assist in ensuring that safety boats are available and ready for use during the period that the Club is open and that there is a safety boat crewed and available within hail to attend to any capsized or other incident that may arise on the lake.
5. They will perform maintenance or cleaning tasks and assist in the Galley or the Bar as directed by the Security Officer or a Committee Member.
6. They will ensure that cars are not parked on the grass areas or in such a manner as to impede access to the Site or Clubhouse in case emergency vehicles have to be summoned.
7. They must notify the Security Officer, the Secretary, or a Committee Member of any accident or injury to persons or damage to property as soon as possible. All such incidents must be recorded in the Clubhouse Duty Log and, if personal injury is involved, in the Accident Book.
8. In the event of a serious accident, they must ensure that an ambulance or other emergency service is summoned immediately using the Club telephone or a mobile, advising the call centre of the Club's location and post code. They should also arrange for a Member to be despatched to the boundary gate or any other locked gate to enable access for the emergency services.
9. At the end of the day, they will tidy, sweep the floors in the Club room and changing rooms and, on Sundays, stack the chairs and tables to assist the cleaners.