

Rules and Byelaws of Spinnaker Sailing Club Ltd, Ringwood.

Date of Adoption: [AGM December 2016]

The headings are provided for convenience and do not affect the meaning of any clause.

MEMBERSHIP

1. The present rights and privileges of each category of Membership are set down in the Membership matrix at the end of this document. All members are subject to the Articles of Association of Spinnaker Sailing Club Ltd and these Rules and Byelaws. If there is any conflict or inconsistency between the Articles of Association and these Rules and Byelaws, the provisions of the Articles of Association shall over-rule these Rules and Byelaws.
2. The annual membership term shall be from 1st January to 31st December of the year of your subscription. All memberships are non-refundable and non-transferrable. Pro-rata membership periods are available from September to December in the same year at 40% of the full annual fee, and in November and December of the same year at 20% of the annual fee.
3. The rate of Joining and Subscription fees for each category of Membership shall be proposed by the Board of Directors at the Annual General Meeting in each year. A concessionary rate may be proposed for adults aged 18 – 25 years and over the age of 60 years. Any changes shall become operative on the first day of January in the year following the Annual General Meeting. The current rate of Joining and Subscription fees shall be prominently displayed in the Club premises.
4. The Joining Fee and the first annual subscription (or a pro rata payment calculated in accordance with Rule 2) shall be paid within one month of admission as a member. If payment is not made, the admission as a Member shall be void unless the Board of Directors is satisfied that there is a good reason for the delay. Annual subscriptions shall be due on 1st January in each year.
5. Members who wish to park a boat in the Dinghy Park shall pay an annual boat permit fee of such sum as the Board of Directors shall from time to time prescribe in addition to the annual subscription. Boat permit fees shall be due on the 1st January in each year
6. The Club will subscribe to the RYA as a Fully Affiliated Club and the annual subscription shall form part of each Member's annual subscription to the Club.
7. The Board of Directors will endorse affiliation to other organisations where the benefit derived from such affiliation is, in their opinion, approximately equal to the cost of that membership.
8. Every Member shall furnish the General Manager with an up-to-date address, and any notice sent to such address shall be deemed to have been duly delivered.
9. A Member who, for any reason, anticipates inability to use the Club or its facilities for a period of up to three years shall be excused payment of the annual subscription and/or other annual fees provided that notice in writing is given to the General Manager before the last day of November in the previous year. A Member wishing to be re-instated during the period in question shall pay such portion of the annual subscription as the Board of Directors shall require.
10. A Member of any Club affiliated to the Royal Yachting Association (a list whereof is published by the said Association) may be authorised to use the premises of the Club by a Director or by the General Manager. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may so use the premises as a Temporary Member.
11. The General Manager 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 premises only under Rule 10 above.
12. Membership of the Club and acceptance of these Rules by the Member will be deemed to constitute consent to the holding of relevant personal data for the purposes of data protection legislation.

HEALTH AND SAFETY RULES

13. Sailing has inherent risks. All Members must take proper precautions to ensure their own safety and that of other Members and users of the Club's premises at all times and must comply with all policies and procedures relating to safety. The Club shall not be liable for any personal injury or death howsoever arising unless it is caused by the negligence of the Club or its officers or employees.

14. Skating, bathing and fishing are prohibited at any time.
15. The Club maintains a policy and procedures in accordance with the Child Protection Act. All instructors, staff and volunteers are to comply with these procedures. The Club has also carried out a Risk Assessment. This is reviewed and updated as required and is available for inspection in the Club Office during opening hours.
16. Lifejackets, or buoyancy aids to an approved standard must be worn by all persons when afloat in any craft and additionally by all Junior Members when in the vicinity of, or on, any pontoon, jetty or water frontage.
17. Either wet or dry suits must be worn when sailing or canoeing between 1st November and 31st March, unless with the express agreement of the sailing schools appointed senior instructor who must be present at the time.
18. It is the sole responsibility of each person to wear clothing and safety equipment appropriate to the activity undertaken.
19. A rowing boat and the start boat are normally available for use in an emergency at all times. It is a Member's responsibility to check they are ready for use before sailing and their use is at a Member's own risk.
20. All craft using the lake must have adequate insurance, to include a minimum third party cover at the level recommended by the RYA.
21. Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-
"Sailing has inherent risks. All users of the Club premises and facilities must take proper precautions to ensure their own safety and that of other users at all times and must comply with all policies and procedures relating to safety. Users must comply with instructions from club officers, instructors and staff. The Club shall not be liable for any loss or theft of or damage to the property of users of the Club's premises or facilities. The Club shall not be liable for any personal injury or death howsoever arising unless it is caused by the negligence of the Club or its officers or employees."
22. All children aged under sixteen years must be accompanied and supervised by a Family Member over the age of eighteen or a responsible Adult Member (not being a Social Member) who has the authority of the Adult Member who sponsored their application or Membership renewal.
23. The Club premises shall be open to Members at all times. It is the responsibility of the last Member to leave the Club, at any time during the day, to ensure the Club House is locked and **both** gates secured with the padlocks provided.

GENERAL BEHAVIOUR EXPECTED OF MEMBERS

24. All Members (and any guest for whom they are responsible) are required to act responsibly at all times and shall treat other Members, users of the Club and all staff with courtesy and understanding.
25. Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Board of Directors. Under no circumstances shall a member of staff of the Club be personally reprimanded by a member.
26. Members shall respect Club property and items belonging to others. Any Member found to have caused damage to Club premises, Club safety boats, engines or other Club boats by reason of a wilful act or negligence, or whilst acting without due care and attention, shall make restitution and will be liable for the costs of repair associated with the same if called upon to do so by the Board of Directors or by the General Manager upon the instructions of the Board of Directors.
27. Any Member shall settle any indebtedness for refreshments or otherwise before leaving the Club premises.
28. Members shall enter the names of all guests in the Visitor's Book. Not 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.

29. Trespass on land adjoining the Club premises is not allowed. Except in an emergency there is no right of access of any kind to any land bordering the lake except the Club premises which extends from the slipway at the Western end of the Dinghy Park to the furthest extent of the Dinghy Park to the North East.
30. Smoking is not permitted under any circumstances in the area bounded by the slipways adjacent to the Club House, the waterfront in front of the Club House, the perimeter fence behind the Club House or around the Race Hut. ALL cigarette butts are to be picked up and put in an appropriate bin.
31. All dogs must be kept under close control at all times on the Club premises in particular in the club house, on the terrace or on the decking by the race hut. Responsibility for any dog (including the clearing of any dog fouling) is that of the controlling Member. No dogs (except assistance dogs) are allowed in the bar area when food is being served.
32. No litter is to be left on the Club premises or anywhere in the vicinity.
33. Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars, movement of boats or to the approaches to the Club premises.

DUTIES

34. Club Members are expected to undertake duties to assist with Club events and racing. Members will be fined for failing to turn up for duty or for failing to find a suitable replacement for their duty. The Committee, may at their discretion, waive this fine in exceptional circumstances, but may request the Member's presence at a Committee meeting to explain their reason for letting down the Club. Failure to discharge the fine within 30 days will result in Membership being cancelled. For Members who are unable to do Club duties there is the option to pay to "opt-out" either at the time of joining the Club or at renewal time each year. Current prices can be found with the membership fees..

MISCELLANEOUS

35. When scheduled Club racing or an open meeting is taking place, other activities on the lake may take place with the agreement of the Race Officer in an area designated by him or her.
36. All members shall be responsible for clothing and other equipment which is brought to the Club. The Club shall not be liable for any loss or theft of or damage to the property of Members or users of the Club's premises.
37. The Club reserves the right to sell or otherwise dispose of any equipment deemed by the Board of Directors or its representatives to be lost property and any proceeds of sale shall be retained by the Club.
38. New or amended byelaws shall be exhibited in the Club premises for fourteen days before the date of implementation.

CLUB BOATS

39. Members entitled to hire Club boats shall complete the booking from in the Hire of Club Boats folder and make payment for the hire charge before use. After use a dinghy must be returned to its place in the Dinghy Park, the cover securely fitted, the sails neatly stored and the ties to the ground made fast.
40. There are Club racing dinghies available for hire for use in organised racing or training, subject to the rules for use. These dinghies are kept padlocked and their use controlled by the Club Boatswain, any Committee Member or the Race Officer. The specific rules for the use of racing dinghies are in the Hire of Club Boats folder. After use a dinghy must be returned to its place in the Dinghy Park, the cover securely fitted, the sails neatly stored, the security lock replaced and the ties to the ground made fast.
41. Payments for the use of **all** Club boats **must be made prior** to their use.
42. All damage must be notified in the Hire of Club Boats folder. The Club reserves the right to claim payment for any damage. Failure to abide by these rules may result in further use being denied.
43. Lost rudders and dagger boards must be paid for in full.
44. It is a condition of hire of club boats that members provide their own buoyancy aid.

POWERED CRAFT

45. Only drivers holding RYA Powerboat Level II Certificate or higher may operate the Club powered craft on the lake. An appropriate "kill cord" **MUST** be used and correctly attached to the driver when the engine is in operation.
46. The powered craft can be used for authorised training, course management, and Club race/safety duties only, unless expressly authorised by the Board of Directors or their representative.
47. Members who are authorised to use the Club powered craft shall enter their details in the Club Powerboat Log Book on each occasion of use. They shall ensure the boats and engines are left secure and all keys returned. Any damage or defect noted during use must be recorded in the Log Book.
48. Drivers of any powered craft under motor must be sixteen or over unless under instruction on an approved training course or under the direct supervision of the sailing schools senior instructor , Training Centre Principal or other such person given express authority by the Board of Directors.
49. Members who are under sixteen years of age may be in attendance in the powered craft when it is safe and appropriate to do so; Junior Members or Junior Family Members under the age of 12 **MUST NOT** be aboard when employed as a safety boat.
50. Guests and visitors to the Club are not permitted to use the powered craft unless they are acting in a formal capacity at the behest of the Club.
51. If a Flag Officer, Race Officer or RYA Instructor views the driver of any powered craft to be acting irresponsibly or feels they are driving in an unsafe or inconsiderate manner, then they have the authority to instruct the operator to cease using the craft and ask them to leave the lake. Such instruction shall be complied with immediately.

DINGHY PARK

52. The duration of boat storage shall be the same as the full paid membership term that the member holds. Such boat storage shall be non-refundable or non-transferrable. The Club maintains a list of approved boats for storage, applications for boats not on this list should be made in writing to the Board of Directors.
53. It is the responsibility of the boat owner to ensure that sufficient active use has been recorded. Details of active use are maintained for organised Club events (e.g. Club racing). Any other use should be recorded in the "Pottering Log".
54. Any boat that sails on the lake at least twice in the three months ending 30th June and at least twice in the four months ending 31st October will be regarded as being in active use for each of those periods.
55. Any Member who has been allocated a space in the Dinghy Park who does not meet the active use criteria for the preceding period may lose their boat space.
56. The Dinghy Park is only available for the temporary storage of boats in active use and spaces may not be sublet, or the rights to use the space conveyed with the sale of any boat.
57. The spaces in the Dinghy Park shall be managed by the Board of Directors in the interests of the Club.
58. Any boat that is derelict or is deemed by the Board of Directors (or its nominated representative), not to be in a fit state to be used may on the orders of the Board of Directors be removed from the Dinghy Park and stored in another location.
59. Notices may be issued by the General Manager or their representative to request that the Dinghy Park (or part thereof) be vacated for up to four weeks in any calendar year.
60. The Club accepts no liability in any way whatsoever for any loss or damage to boats stored on the Club premises or any third party loss or damage caused by them.
61. Neither the Club nor any person acting on the authority of the Club shall be liable for any loss or damage to any boat or other equipment that is moved in accordance with or as a consequence of the Rules and Byelaws. Owners are advised to ensure that they are adequately insured for such risks during the period of storage.

62. Boats must only be stored in the space allocated and must be secured in such a way as to minimise risk of overturning or movement in high winds.
63. Every attempt must be made to secure halyards and rigging in such a way as to minimise noise generation during storage.
64. It is the Member's responsibility to keep the space allocated for his or her boat, clean and tidy and clear of weeds and rubbish.
65. Road trailers are not permitted in the Dinghy Park unless they are parked wholly within the Member's allocated space and do not encroach into any adjacent area or hinder the use of other Dinghy Park spaces.
66. Boats not stored on racks must be stored on launching trolleys that are in good working order.
67. The Board of Directors (or its nominated representative) reserves the right to move or re-locate any boat to a new space within the Dinghy Park, and the owner will be notified of its new location.
68. Any boat that is not actively used may be moved out of the Dinghy Park to another location so long as the owner is given at least 30 days notice in writing of the proposed action, such notice to be sent to the last known address as notified by the owner. The owner will be liable for any costs that maybe incurred in moving their boat.
69. In addition to the powers given to the Board of Directors under the Articles of Association, if at any time, any fees payable to the Club by any Member or former Member shall be three months or more in arrears and a boat the property of a Member or former Member remains at the Club, the Board of Directors may:-
 - (a) Move the boat to any part of the Club premises without being liable for any loss or damage to the boat howsoever caused.
 - (b) Give two month's notice in writing to the Member or former Member at his last known address as shown in the Club database and thereafter sell the boat and deduct any monies due to the Club, (whether by way of arrears of subscription or annual payments, 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) If the owner cannot be identified, a notice shall be placed on the boat and on the official notice board of the Club advising that the boat is to be sold. The notice shall be posted for a minimum of two months and thereafter the Club may sell the boat.
 - (d) Alternatively, if the boat is unsaleable, after giving notice in writing as aforesaid, dispose of the boat in any manner the Board of Directors may think fit. The cost of so doing and any arrears as aforesaid will be deemed to be a debt owing to the Club by the Member or former Member.
 - (e) The Club shall at all times have a lien over Members' or former Members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of parking fees or subscriptions or otherwise.
 - (f) The Club may de-allocate any Member's boat space(s) without any further notice, regardless of whether the boat(s) remain upon the Club premises.

PROVIDED ALWAYS THAT:-

Proper evidence is available to show that all reasonable steps have been taken to trace the owner. That when and if the boat is sold the proceeds of sale (less any indebtedness by the Member or former Member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he or she be the said Member or former Member or otherwise) for a period of six years. Thereafter the amount plus any interest accrued will be transferred into the Club's bank account and assumed to be a donation by the Member.

The term "boat" used in this clause and elsewhere in these Rules and Byelaws shall include any kayak, windsurfer and any item of equipment (inter alia, trailers, trolleys, outboards or any other items) left on the Club premises.

RULES RELATING TO THE PURCHASE AND SUPPLY OF EXCISABLE GOODS

70. 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 Board of Directors, or of a special sub-committee appointed by the Board of Directors.
71. 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 Club Rules and Byelaws for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may a Junior Member under the age of eighteen purchase or attempt to purchase tobacco or cigarettes within the Club premises.
72. Subject to the requirements of the licensing authorities, the Board of Directors shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Junior Members as aforesaid); PROVIDED THAT visitors' names and addresses and the name of their Introducer shall have been entered in the Visitor's Book upon entry to Club premises. The Club shall be occupied and used for the purposes of the Club for at least half an hour after the supply of excisable goods has ceased.
73. 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.
74. Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Treasurer or Honorary Auditor 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.
75. No Member except a Temporary member may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of mailing of notice of election.

Membership Matrix

Membership	Voting or Associate member?	Eligibility	Rights and Privileges of Membership						
			Can introduce guests?	Access to RYA Training Courses/ Individual sessions	Access codes to gates & Club house	Store a boat here	Use/hire Club boats	Participate in SYT	Use Club outside of official training times
PERSONAL MEMBERSHIPS									
Adult, Senior, Young Adult, Student	Voting	Over 18	Yes						
Honorary	Voting	Any Voting Member nominated by the Committee and subsequently elected at an AGM under the byelaws.	Yes						
Adult Family	Voting	Family membership is open to each of the members of a family unit comprising at least one adult, their spouse or partner residing at the same address, together with any number of children within their guardianship under the age of 18. The family grouping will pay a single family subscription.	Yes						
Junior Family	Associate	See Adult Family above	Yes					Only when in the care of a responsible Adult Member at all times.	Yes

Junior	Associate	Under 18 at the date of election, or on each successive January 1st. If under the age of 16 years, a Junior Member application shall be sponsored by an Adult Member.	Yes					Only when in the care of a responsible Adult Member at all times.	Yes	
Winter	Associate	Open to any individual who wishes to join for a period defined by the Sailing Committee during the winter months; usually November through to the end of April. If under the age of 18, a Winter Member shall be subject to the same Bye-Laws related to a Junior Member for the period concerned.	Yes			At group hire rates	N/A	Yes		
Social	Associate	Individuals who wish to attend the Clubhouse for social purposes only and do not wish to participate in Boating activities.	Yes	No	Yes	Yes	No	No	Yes	No
GROUP MEMBERSHIP										
Group/ Federated	Voting - The Group shall have one vote exercisable by a nominated Adult Member of that group. Such a vote shall be equal to one Adult Member.	Open to associations, societies or groups. A person who is a bona fide Member of an association, society or group shall be known as a FEDERATED MEMBER . Federated members under the age of 16 shall not have use of the Club's facilities unless the Group to which they belong is present and under the authority of the Group leader.	No (this does not prevent individuals covered by the group membership from attending the club)	Yes	Yes	No	No (Club boats may only be used with the permission of a Club official)	Only if using boats belonging to their group, and for which they have authorisation to do so. Under 16s must be accompanied by an Adult Club Member .	Yes, for participation in Club organised events and racing only.	Yes

Federated	Associate	Bona fide member of a Group (see above)	As for their own Group							
TEMPORARY MEMBERSHIPS										
Temporary	Associate	Open to members of another RYA recognised club or organisation who is authorised by a Club Officer for a temporary period not exceeding 14 consecutive days.	No	No	No	Only during period of temp membership	No	No	Yes	Yes
Training	Associate	Shall be granted to any person who is attending a training session or course conducted by an authorised RYA instructor.	No	Yes	No	No	Only during 1:1 or Club training	No	No	No (unless part of training with an instructor)
NON-MEMBERS										
Guest	N/A	N/A	No	(No - would need to take out Training m'ship)	No	No	No (may sail a 2 person boat if sailing with Club member)	No	Yes - if accompanied by a member	Yes (if accomp'd by a member)