



RULES

May
2023

Name and Object

The name of the Club is "Shotley Sailing Club" and the burgee of the Club shall be two rivers in white divided by a portcullis in gold on navy blue background.

1. The objective of the club is to promote and facilitate the sport of yachting, dinghy racing, fishing and water sports and social activities amongst the club's members.

Membership

2. Any person with an interest in the water or water based sports is eligible as a candidate for membership.
3. The committee as hereinafter defined may elect honorary members.
4. Every candidate for membership shall be nominated by one member and seconded by another member (neither of whom shall be junior or honorary members) and his or her name and address and any other particulars the committee may require shall be sent to the Membership Secretary, together with payment. Bank transfer is preferred and Bank details together with Treasurer and Membership Secretary are indicated on the Application for Membership form. **No cash will be accepted.**
5. A candidate's application shall be displayed on the Club notice board for at least 48 hours prior to the meeting of the Committee at which his or her application is to be considered.
6. Candidates may be elected at any meeting of the Committee duly convened for that purpose. Candidates may and on the request of any one member of the Committee be elected by ballot by a simple majority of the Committee. If at any time it is expedient to elect a candidate prior to the convening of a meeting, Committee members may accept or reject by e-mail.
7. Every member on joining the Club implicitly undertakes to comply with these rules and any refusal or neglect to do so or any conduct which in the opinion of the Committee is either unworthy of a member or otherwise injurious to the interests of the Club shall render a member liable to expulsion by the Committee provided that before expelling a member the Committee shall call upon the person for an explanation of their conduct and shall give the person an opportunity of defending themselves or of resigning their membership.

The vote on a resolution for expulsion shall be by ballot of the Committee and the resolution shall only be carried if not less than three quarters of the members of the Committee present vote in favour of the resolution.

Joining Fee & Subscription

8. There shall be a joining fee of such a sum as the Committee may from time to time prescribe.
9. The annual subscription payable on election and on the 31st March in each year will be reviewed annually by the Committee.

(a) A member shall be entitled to the full amenities of the Club save as mentioned under the heading 'Bar Rules' hereafter.

(b) A member may comprise a husband and wife/partner and any of their children under the age of 18 years. On attaining the age of 18 years, young persons who were previously members as part of their family unit can, on payment of the appropriate fee become Junior members in their own right. They do not pay a joining fee. On attaining the age of 21 and having previously been part of a family unit and subsequently a Junior member, they can become Full members on payment of the appropriate fee. They do not pay a joining fee.

(c) A member shall be entitled to exercise all rights, privileges and enjoy all amenities of the Club save (i) as mentioned under the heading 'Bar Rules' hereafter and (ii) that only the applicant under whose name such family unit is registered shall be entitled to vote at Club meetings and promote new members.

(d) (i) A Junior member shall be any duly elected person over the age of 14 years and under the age of 21 years and shall be entitled to the full sailing amenities of the Club save that he or she will not be permitted (a) to vote or (b) to purchase intoxicating liquor if under the age of 18 or (c) if under the age of 18 use of club bar area unless accompanied by a member who would be responsible for the Junior.

(ii) A Junior member shall be identifiable by virtue of having a distinctly marked membership card.

(e) Any member who has not paid their subscriptions by the 30th April will result in having to reapply for membership and to pay the joining fee in addition to the subscription.

(f) No member shall in any year be entitled to exercise any rights or privileges of membership until his or her joining fee and subscription for that year and all arrears (if any) are paid.

(g) Any prospective member applying for membership after Jan 1st and before 31st March having paid joining fee and membership fee shall also be entitled to membership for the following 12 months starting 1st April of that year.

(h) Any existing fully paid-up member having attained the age of 65 will be entitled to a reduced Senior membership in the following year. Fee to be determined annually by committee.

Officers

10. (a) The officers of the Club shall consist of Flag Officers, Commodore, Vice Commodore, Rear Commodore, as well as the Honorary Secretary and an Honorary Treasurer. Flag Officers will be re-elected each year and may hold office up to a maximum of three years when he or she must then stand down from that office and may not be considered for re- election to the same office for a period of one year.

(b) No candidate for election to any office (other than the retiring officers) shall be proposed unless the name of such candidate and of his or her proposer and seconder shall have been sent to the Honorary Secretary 14 days before the date of the Annual General Meeting.

Committee

12. (a) The Committee shall consist of the Flag Officers and not more than 9 members of the Club elected by the Club in General Meeting to hold office until the conclusion of the next Annual General Meeting.

(b) Candidates for election to the Committee shall be those members of the retiring Committee who shall offer themselves for re-election and such other members of the club being of not less than two years standing whose nominations duly proposed and seconded by members of the Club in writing shall have been sent to the Honorary Secretary 14 days before the date of the Annual General Meeting.

(c) If a casual vacancy occurs by death or resignation the Committee may co-opt a member to fill the vacancy.

(d) If the number of candidates duly proposed and seconded exceeds the number of vacancies to be filled the election shall be by ballot at the AGM

(e) The committee may waive the "two years standing" part of rule 12 (b) at their discretion.

(f) Any member may attend a committee meeting, but will not be allowed to speak. They may be asked to step out if a sensitive subject needs to be discussed.

(g) Only one member of a marriage/partnership shall be allowed on the committee.

13. (a) The Committee shall manage the affairs of the Club according to the rules and shall apply the funds of the Club to the objects of the Club.

(b) The Committee shall make rules and regulations as they think fit as to the management of any Club premises.

c) It shall be the responsibility of the Honorary Treasurer to keep a complete and accurate account of the Club's finances.

Honorary Auditor

14. Before the annual meeting in each year a non member shall be appointed as Honorary Auditor whose duty it shall be to audit the accounts of the Club for the then current year.

General Meetings

15.

a. An Annual General Meeting shall be held at Shotley on some day in the month of March April or May or as deemed appropriate to be fixed by the Commodore. The Honorary Secretary shall at least 14 days clear before the date of such meeting post, deliver or email to each member notice thereof and the business to be brought forward thereat.

b. No business (except the passing of the accounts and the election of the officers, committee and honorary 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 sent to the Honorary Secretary 14 days prior to such meeting.

c. The Committee may, on giving fourteen days' notice, call a general meeting of the Club for any specific business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to that business only.

d. The Committee shall also call a general meeting on the written request of twelve members.

e. At a general meeting of the Club each member (other than an honorary member or a Junior member) shall have one vote; honorary members and Junior members shall be entitled to attend a general meeting but shall have no vote. In case of any equality of votes the Chairman shall have a second or casting vote.

New Rules, Amendments & Alterations

16. (a) Notice of any alteration or addition to the rules intended to be proposed by a member of the Club shall be given to the Secretary in writing before the 1st February if the same is to be proposed at the Annual General Meeting or at least one month before any special general meeting at which the same is to be brought forward, and full particulars of any such proposed alterations or additions shall be set out in the notice convening the meeting.

(b) All such proposed alterations or additions and any amendments to them which may be proposed and seconded shall be put to the vote of the meeting, and provided that on a show of hands or, if demanded, on a poll, a majority of two thirds of the votes of those members present and voting shall be cast in favour of any proposed alterations or additions or amendments then the same shall be deemed to be carried.

Bar Rules

17. (a) No applicant may use the Bar facilities until forty eight hours after election as a member.

(b) A member may personally introduce to the Bar facilities as their guests up to a maximum of two at any one time and shall accompany such guests during the period of their stay in the Bar premises of the Club. The following may not be admitted as guests: -

- (a) Former members who have been expelled
- (b) Former members who have ceased to be members through non-payment of subscriptions.
- (c) Members who are under suspension.

(c) No guests under the ages of eighteen shall be allowed to purchase alcohol.

(d) The guest system is not intended to be a substitute for membership and the same guest shall not be admitted more than 6 times in any year.

(e) The **permitted** Bar opening hours shall be as allowed by the local licensing authority for public houses in the area

(i) Christmas Day

12.00 noon to 3.00 pm.

(ii) All other weekdays' days

10.30 am to 11 pm.

(iii) Sundays

12 noon to 10.30

NB. Normal regular Bar opening times are as below but are liable to be changed from time to time as need arises. All day opening will be allowed to accompany any special event i.e. Regattas, open meetings and fun days etc...

(1) Sundays 12 noon to 4pm. or at the discretion of the duty Bar Person

(2) Wednesday, Friday and Saturday evening 8.00pm to 11.00pm

The club house may also open on any weekday between the hours of
10.30am and

11.00 pm. (10.30pm Sunday and Good Fridays) if agreed by the committee.

(f) No alcoholic drinks to be brought on to the premises by members or Guests for consumption on the premises.

Use of club house for events

18. Any member wishing to use the club house for an event must complete the booking form on the club website and follow the clubs Events Policy, as published in the members section of the club website. A copy of which is also available from the events secretary on request. events@shotleysailingclub.uk)

Use of the Dinghy Park

19. (a) Anyone applying for a dinghy park allocation to store their boat are confirming that it is adequately insured with cover of at least £2,000,000 against third party claims.
 - (b) A dinghy park allocation is not transferable.
 - (c) Boats and trailers may be parked in the designated dinghy park on the terms set out.
 - (d) Application for permission to park boats and trailers on Club Property should be made to the designated dinghy park co-ordinator. No boats or trailers should be parked before the application has been granted and fees paid.
 - (e) The Club reserves the right to refuse an application.
 - (f) The Club reserves the right to move any boat or trailer to any other part of the Club property if necessary without prior notice being given to the Owner.
 - (g) It is the Owners responsibility to ensure that the boat is safely secured in the event of adverse weather conditions.
 - (h) The Club does not accept any liability for the loss of or damage to any boat or trailer however caused, other than as a result of negligence on the Club's part. Boats and trailers shall at all times be left at Owner's risk.
 - (i) The Club will set the fees to be charged in the subsequent year at the Annual General Meeting.
20. The Club reserves the right to ask an Owner to remove their boat and/or trailer at any time. This will normally only be in the following circumstances:
- i. The Owner has ceased to be a member of the Club.
 - ii. The Owner is indebted to the Club and has not discharged his debt within twenty-eight days of being asked to do so.
21. The Club reserves the right to remove and dispose of a boat or trailer after;
- i. Not less than one months notice has been given to the Owner, asking them to remove their property and telling them that if said property is not removed, the Club intends to dispose of it, as it sees fit.
 - ii. The Club is under no obligation to obtain the best price for any boat or trailer disposed of.
 - iii. If a boat or trailer is disposed of by the Club, then the Club shall be entitled to any sale proceeds.

Disclaimer

22. The Members agree to indemnify any duly authorised member of the committee against all personal liability arising from any claim or demand made as a result of the duly authorised committee member entering into any legal agreement (including but not limited to any transfer or lease of land) on behalf of the Club

Trustees

23. The tangible assets of the club buildings and adjacent freehold land are held in trust by 3 trustees who have been appointed for an indefinite period. In the event of death retirement or resignation their replacement(s) will be selected by the committee.

The trustees will report to the committee.

The Trustees shall be indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club.

Dissolution

24. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:

- i. To another Club with similar sports purposes to be nominated by the committee at the time.
- ii. To the sport's national governing body for use by it for related community sports.

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