



# Shoreham Sailing Club Bylaws

223 Harbour Way, Shoreham-by-sea, West Sussex, BN43 5HZ

## 1. Membership

### I. Qualifications

There shall be the following categories of members:

- a. **Honorary members** – who shall be deemed to be single or family members as appropriate for such a period, as a general meeting shall determine.
- b. **Single members** – who are aged over 21 on 1<sup>st</sup> January and who do not fall into any other membership category.
- c. **Family membership** – is open to a single member, the spouse or partner, and their children and/or grandchildren who have not attained 21 years of age on the 1<sup>st</sup> January.
- d. **Cadet members** – who shall be sponsored by a single, family or associate member and have not attained 17 years of age on the 1<sup>st</sup> January.
- e. **Young Person or Student members** – who shall be young persons who have attained the age of 17 but not 21 years of age on the 1<sup>st</sup> January and Students in full time study at a recognised academic institution who have attained 17 years of age.
- f. **Associate members** – who shall not exceed 40% of the total membership and who shall be persons interested in sailing but who do not sail at the Club.
- g. **Affiliate membership** – is open to any members of an approved organisation and subject to compliance of special rules deemed appropriate by the Committee.
- h. **Temporary Members** – Any person who is a member of another recognised RYA Sailing Club may become a temporary member for up to 7 days at a time (e.g. Sunday to Saturday inclusive), up to four times per year, and may sail at the Club provided:
  - they are sponsored by a Committee Member
  - they agree to be bound by all the rules of the Club
  - they sign in the Visitors Book held in the Clubhouse.

**II. Addresses of Members and Notices**

Periodically each member shall inform the Membership Secretary of his address and email address, and any notices required by these Rules to members may be given by prepaid letter or email addressed to the member at the last address which they have furnished to the Membership Secretary and shall be deemed to have been delivered in the due course of post.

**III. Consent to General Data Protection regulation**

Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the General data Protection Regulation 2016.

**IV. Members' Property**

Members are responsible for their private property while on Club premises or grounds and may not claim against the Club or the Committee for any loss or damage there to, whether caused by negligence by any member of the Club or otherwise. In the event of any member (including any member expelled from the Club) leaving any property including a boat on the Club premises or grounds, the member may be given notice as provided by these Rules to remove the said property, and failing compliance with such a request, the Committee may proceed to dispose of such property, in accordance with Section 7 (iii) of these Rules.

**V. Duties**

Members shall undertake duties allocated by the Committee. Such duties shall include Race Officer, Assistant Race Officer, Support Boat crew and others. Repeated failure to carry out these duties may render the member liable to expulsion from the Club.

**VI. Voting rights**

The following members have voting rights at general meetings, provided that all subscriptions are fully paid:

- a. Honorary members
- b. Single members
- c. Family memberships (two votes for active members over the age of 17 on 1 January)
- d. Young person
- e. Student members

**VII. Policies and procedures**

Members agree to abide by the club's policies and procedure, including, but not exclusive to;

- a. Code of conduct
- b. Disputes and Disciplinary procedures
- c. Equality policy
- d. Safety policy
- e. Safeguarding and Child protection policy and guidelines

**2. Fees**

**I. Subscriptions**

- a. The Committee shall propose subscriptions for ratification by the members at the AGM.
- b. Subscriptions shall be due on or before 1<sup>st</sup> February. Any person wishing to withdraw from the Club shall give notice in writing to the Membership Secretary before this date.
- c. The committee is empowered to give discounts to members for prompt payment of subscriptions and fees.
- d. Any member whose subscription is not paid by 31<sup>st</sup> March will be deemed to have resigned from the Club and must apply for re-election, in which case that person shall be liable to pay the appropriate joining fee above.
- e. Temporary Membership fees are payable prior to the temporary member taking up the privileges of the Club.

**II. Boat Fees**

The Committee shall propose boat fees for ratification by the members at the AGM.

**3. Officers**

**I. Election**

Officers shall be elected at the annual general meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. No member shall be nominated for election to such office at the annual meeting unless notice of such nomination shall have been submitted to the Secretary not less than 14 days prior to the annual meeting provided always that this provision shall not apply to nominations made by the Committee.

**II. Club Officers**

There shall be a Commodore, a Vice Commodore, a Treasurer, an Secretary, a Sailing Secretary, a Membership Secretary, the Fleet Captains and up to five other members, all of whom shall be elected from the members at the Annual General Meeting in each year and shall respectively be eligible for re-election. The Commodore may not serve more than three consecutive years. Vacancies arising during the year may be filled by the Committee co-opting any member.

**4. Committee**

- I. The Committee shall consist of the officers of the Club.
- II. Committee meetings will normally be called by the Commodore or in his absence by the Vice-Commodore, on giving of not less than 14 days notice. In exceptional circumstances where, in the opinion of the Commodore, an urgent matter requires to be resolved, the Commodore may act with the agreement of not less than three other committee members (two of whom must include either the Vice Commodore, the Treasurer, the Secretary, the Sailing Secretary and/or the Membership Secretary) without due notice being given. Any such decisions must be disclosed to the next available Committee Meeting, which shall not be delayed, more than 21 days after the decision was taken.

- III. The quorum at a Committee meeting shall be 6 members and such quorum shall be entitled to exercise all power herein or in the Rules, which shall be given the Committee. Save as otherwise provided, the Committee shall act by simple majority decision. Each member of the Committee present shall have a vote, including the Commodore, who in the event of a tie shall have a second or casting vote.
- IV. The Commodore or in his absence the Vice-Commodore shall take the chair at all Committee meetings. In the absence of either of the above, the Committee may appoint one of their numbers to act as Commodore for the meeting.
- V. A member of the Committee, and the Secretary or Treasurer, in transacting business for the Club, shall disclose to third parties that they are so acting.
- VI. It shall be the responsibility of the Treasurer to keep a complete and accurate record of the Club's finances.
- VII. The Committee shall control the banking and investment of funds of the Club through the Treasurer, who will report back regularly to the committee. All commitments should be sanctioned by the Treasurer, though a financial 'Code of Practice' will be established to allow necessary spending by committee members below and agreed threshold without prior approval.
- VIII. Save in respect of its powers of expulsion, the Committee shall have the power to appoint and act by subcommittees, which may include members of the Club in addition to members of the Committee.
- IX. Minutes of Committee meetings shall be circulated to the committee officers, the Trustees and also posted on the member's area of the club's website.

## **5. Supply of Alcoholic Liquor**

- I. The purchase for the Club and the supply by the Club of alcoholic liquor shall be exclusively controlled by general meeting, or by the Committee or by a special committee.
- II. Alcoholic liquor may only be sold to or for consumption on the premises, by persons over the age of 18, who are entitled to the use of the premises of the Club in pursuance of these Rules. No minor may purchase or attempt to purchase alcoholic liquor within the Club premises.
- III. The supply of alcoholic liquor in the Club will be permitted during the hours specified on the licence, which is displayed at the clubhouse.

## **6. Miscellaneous**

### **I. Guests**

Members may introduce and entertain guests at the Club, provided both they and the guest sign in the Visitors Book, which is held in the Clubhouse. The introducing member shall be responsible for their guest strictly observing the Club's rules and regulations and must not leave the Club premises before their guest. Guests bringing their own boat into the club must apply to be

Temporary members as described above. No person whose membership has been rejected shall at any time be introduced as a guest. The same guest may not be introduced (whoever is the introducing member) more than four times in any one year unless they are a candidate for election to the Club.

**II. Property**

No property belonging to the Club shall be removed from the premises without the prior permission from a Club Officer.

**III. Use of premises**

This shall be restricted to members and their visitors as defined below.

**IV. Opening Hours**

From 08:00 to 24:00 the Club shall be opened and prepared to receive members, but these hours shall be lengthened or shortened at the discretion of the Committee.

**V. Complaints**

Complaints of any nature shall be addressed to the Commodore and follow the Club's Disputes and Disciplinary procedures.

**VI. Animals**

Members may not allow animals into the clubhouse. Members may only allow animals on the Club grounds provided their animal is adequately secured and under the immediate and complete control of the Member at all times.

**VII. Car Parking**

There will be no car parking in the club grounds at times when there are organised events with the exception of galley/catering and bar deliveries. Members may only bring cars onto the Club paths in order to set down or pick up boat trailers and equipment, and in all cases the cars must be removed as soon as possible to the car park.

**VIII. Burgee**

The Burgee and distinctive articles of dress shall be approved by the Committee.

**7. Boat Space**

**I. Boat space allocation**

The allocation of space in the dinghy park is at all times at the absolute discretion of the Committee, who may on reasonable notice in addition to their powers under Section 3 (vii) require any member to remove his boat from the space allocated to him.

**II. Boat Trailers**

No unloaded boat trailers are to be left on the Club premises other than on the dinghy space allocated to the member.

**III. Abandoned boats, Trailers etc.**

If at any time Boat fees and/or membership fees shall be three or more months overdue:-

- a. The Committee shall be entitled to move the boat to any other part of the premises without being liable for any loss or damage to the boat or equipment so moved, and
- b. On the giving of one month's notice in writing to the member, or former member at his last address shown in the register of members, the Committee shall be entitled either a) to sell the boat and/or equipment and to 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 or b) if in the opinion of the Committee, such boat cannot be sold, to dispose of it in such a manner as the Committee deems fit, and any expenses incurred in so doing, recovered from the member or former member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club.
- c. Further, the Club shall at all times have a lien over member's or former member's boats, trailers and other equipment parked or moored on the Club's premises in respect of all monies due to the Club.

#### **IV. Insurance**

Members must ensure that their boats and watercraft are insured under third party risk for a sum of not less than £2,000,000 at all times when on the Club premises or sailed from the club.