

## Cotswold Sailing Club Constitution \& By-Laws

An unincorporated organisation with voting members

## Record of approvals

$11^{\text {th }}$ August 2021 - approved by postal ballot of memberships,
$29^{\text {th }}$ January 2022 - section 10d vi. amended by a vote the memberships in an Annual General Meeting.

## Definitions

| The Club | Cotswold Sailing Club |
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| The Lake | Lake 9, Cerney Wick Lane, Cerney Wick Cotswold Water Park, <br> Cirencester GL7 5QJ |
| The Committee | The governing committee of the club |
| The Constitution | This, the governing constitution of the club |
| Members | Persons listed in the categories of membership under this constitution |
| Memberships | Categories of membership under this constitution. Each membership <br> carries one vote. |
| By-Laws \& Rules | Additional regulations approved by the committee for the management <br> and organisation of the club |
| Craft | Any sailing boat, dinghy, inflatable, sailboard, canoe or any other type <br> of non-powered boat capable of being afloat on the lake. |

## 1. Name

The name of the unincorporated organisation ("the club") is Cotswold Sailing Club.

## 2. Address

Lake 9, Cerney Wick Lane, Cerney Wick, Cotswold Water Park, Cirencester, Gloucestershire, GL7 5QJ.

## 3. Object

The object of the club is:

To promote and facilitate the sport of dinghy sailing and any other compatible leisure activity which the Committee deems fit to introduce.

## 4. Powers

4.1 The club has power to do anything to further its object or is conducive or incidental to doing so, without changing its family-friendly, sailing-focused ethos. In particular, the club's powers include the power to:
a. Buy, take on, lease or exchange, hire or otherwise acquire any property and to maintain and equip it for use;
b. Sell, lease or otherwise dispose of all or any part of the property belonging to the club;
c. Employ and remunerate such staff, consultants or contractors as are necessary for carrying out the work of the club. The club may employ or remunerate a member only to the extent that it is permitted to do so by clause 6; and
d. Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 1925. Note: Cash must be held in deposit or current accounts. Cash and other forms of investments (which can fluctuate in value) must be held in accordance with policies agreed by the members in a general meeting. Please refer to clause 17h, below.

## 5. Application of income and property

The income and property of the club must be applied solely towards the promotion of the objects.
a. A member is entitled to be reimbursed reasonable expenses as properly incurred by him or her in accordance with the club's rules or policies when acting on behalf of the club.
b. A member may benefit from indemnity insurance cover purchased at the club's expense in accordance with, and subject to the conditions in section 189 of the Charities Act 2011.
c. None of the income or property of the club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the club. This does not prevent a member receiving:
i. Reasonable and proper remuneration for any goods or services supplied to the club in accordance with the club's rules or policies.
ii. Nothing in this clause shall prevent a member receiving any benefit or payment which is authorised by clause 6 , below.

## 6. Benefits and payments to members

a. No member may:
i. Receive any other financial benefit from the club unless the payment or benefit is permitted by sub-clause (b) of this clause or authorised by at least $50 \%$ of the members in a general meeting. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.
b. Scope and powers permitting members' benefits:
i. A member may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the club where that is permitted under the club's purchase authorisation rules and has been agreed in a written resolution by at least $50 \%$ of committee who are satisfied that it is in the best interests of the club to contract with the member rather than with someone who is not a member. In reaching that
decision the club must balance the advantage of contracting with a member against the disadvantages of doing so.
ii. The amount or maximum amount of the payment for the goods is set out in a written agreement between the club and the member supplying the goods ("the supplier").
iii. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
iv. The member is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods or services to the club.
v. The member does not vote on any such matter and is not counted when calculating whether a quorum of members is present at the meeting.
vi. The reason for their decision is recorded by the club secretary in the minute book.
c. In sub-clauses (a) and (b) of this clause "the club" includes any company in which the club:
i. holds more than $50 \%$ of the shares; or
ii. controls more than $50 \%$ of the voting rights attached to the shares; or
iii. has the right to appoint one or more directors to the board of the company.

## 7. Conflicts of interest and conflicts of loyalty

a. A member must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the club or in any transaction or arrangement entered into by the club which has not previously been declared and absent himself or herself from any discussions of members in which it is possible that a conflict of interest will arise between his or her duty to act in the interests of the club and any personal interest (including but not limited to any financial interest).
b. Any committee member absenting himself or herself from any discussions in accordance with this clause (7) must not vote or be counted as part of the quorum in any decision of the committee on the matter.

## 8. Liability of members to contribute to the assets of the club if it is wound up

a. If the club is wound up, each membership of the club is liable to contribute to the assets of the club of such amount as may be required for payment of the debts and liabilities of the club contracted before that person or organisation ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
b. In sub-clause (8.a) of this clause "member" includes any person or organisation that was a member of the club within 12 months before the commencement of the winding up.

## 9. Membership of the Club

a. Membership of the club is open to anyone who is interested in furthering its objects, and who, by applying for membership, has indicated their agreement to become a member according to this constitution and the by-laws and rules of the club.
b. The membership may, in a general meeting or by written resolution, create additional classes of membership, and determine their voting rights, membership rights and obligations and conditions for admission and termination.

## 10. Admittance of Members

a. Memberships with voting rights will comprise of the following categories:
i. Primary Membership
ii. Single Person Membership
iii. Life Membership
iv. Honorary Membership
b. Membership with no voting rights will comprise of the following categories:
i. Affiliate Membership
ii. Temporary memberships that the committee may agree from time to time (such as winter sailing memberships or day sailing)
c. Applicants applying for membership must do so in a format prescribed from time to time by the committee, and in applying agree to further the club's object and to act in accordance with this the constitution, by-laws and rules.
d. The criteria for admittance to each category of membership are as follows:
i. Primary Membership A Primary membership shall be one or more adults over the age of 18 years and any of their children (including adult children between the ages of 18 and 23 years of age whose permanent address remains that of the primary membership.) They shall each in their own right be entitled to the full amenities of the Club. The primary membership carries one voting right. Its annual fee allows for the sailing of one or more craft, subject to payment of berthing fees if appropriate.
ii. Single Person Membership shall be any single adult over the age of 18 years. They shall be entitled to the full amenities of the Club. The single person membership carries one voting right. Its annual fee allows for the sailing of one or more craft, subject to payment of berthing fees if appropriate. In any one year the committee may restrict the number of single person memberships and may limit eligibility and duration of a single person membership and the number of guests (including non-member crews) a single membership may admit to the club.
iii. Life Membership shall denote a long-term individual or primary membership for which a single fee, determined by the committee, has been paid. Life membership carries only one voting right. The committee shall determine conditions of Life Membership at the point of sale, including factors such as the sailing of one or more craft, berthing rights, transferability between generations and the resale of life memberships.
iv. Honorary Memberships may be elected by the committee in recognition of a significant and sustained contribution to the furtherance of the Club's objects; the sport of dinghy sailing and for service to the members. Honorary membership carries only one voting right. The committee may restrict the number of honorary memberships and may limit eligibility and duration of an honorary membership.
v. Affiliate Membership (non-voting) is restricted to former members of the club who no longer visit the club but wish to keep in touch. Affiliate membership has no voting rights. Its annual fee entitles each to receive issues of the Club's magazine and electronic communications only. Affiliate members have no rights to visit the club, launch, sail or store a craft on any property owned by the club.
vi. Temporary (non-voting) memberships are restricted to a single adult over the age of 18 or a couple and any of their children who do not exceed 23 years of age. Access to the club is up to 365 days per year at the discretion of the committee. Access to the club's amenities, including sailing, berthing, camping, parking and the clubhouse is at the discretion of the committee. In any one year the committee may restrict the number of temporary memberships. Temporary memberships do not have voting rights.
e. All applications for membership must be approved by the committee or a person nominated by the committee, subject to any maximum number of memberships the committee may agree from time to time. The committee, or a person nominated by the
committee, in making its decision, will only use for the purpose of making the decision the information contained in the form prescribed for admittance to membership. The decision whether to admit to membership will be notified to the applicant within a reasonable time.
f. The committee, or a person nominated by the committee, may refuse an application for membership they believe it is in the best interests of the club for them to do so. If the decision is to refuse an application for membership the committee, or a person nominated by the committee, will give the applicant their reasons for doing so within 21 days of the decision taken and give the applicant the opportunity to appeal against the refusal; and shall give fair consideration to any such appeal and shall inform the applicant of their decision.

## 11. Conditions of Membership

All members must abide by the following conditions of membership:
a. It is a condition of membership that each person over the age of 18 years old who benefits from a Life, Primary, Temporary or Single membership shall perform one or more duties on such dates and purpose in accordance with the schedule agreed by the committee. Members shall be excused this duty only by express agreement of the committee or on payment of a sum as determined by the committee from time to time and paid at the same time as the relevant subscription. Honorary members are encouraged but not obliged to perform duties.
b. A person over 18 years and under 23 years of age shall be accepted and registered as part of a primary membership only while his or her permanent address remains that of the primary membership. Such a member shall perform at least one duty each year in accordance with the schedule agreed by the committee.
c. Each member is responsible for their own safety and the safety and wellbeing of all persons who benefit from their membership, including children and guests, and it is each member's responsibility to take appropriate care and action, as they see fit, to reduce the risk of harm themselves, to other persons connected to their membership and any guests brought to the club, including taking action to mitigate or counter risks inherent at the club as is reasonably practicable; e.g. cold water, drowning, risks of trips and slips, hazards in launching areas, etc.
d. Each member is responsible for their own, their guests and their children's personal safety and choice of appropriate clothing worn afloat, including personal buoyancy safety. The decision to sail is the responsibility of those going afloat. This decision should take into account the condition of the craft, the prevailing conditions (wind strength, direction and outside temperature), crew's capability, clothing etc.

## 12. Rights of Members

a. All members (Primary, Life, Single, Honorary or Temporary membership) have an equal right to access to the Club, clubhouse, car park, lake and environs at any time whether or not special races or events are in progress as long as due regard is given at all times to general courtesy to other members and to their special interests and their safety. Access to part or all of the Club, clubhouse, car park, lake and environs may be restricted by the committee for a specific reason provided that at least one month's notice is provided, unless the reason for restricted access is the health, welfare and safety of members, in which case the restriction can be applied immediately.
b. Members may apply to the committee for the use of one or more berths in a designated area for the storage of craft, subject to availability of berths and the conditions listed in the by-laws.
c. Members (apart from Temporary memberships) may admit occasional guests to the Club provided such guests' names and vehicle registration number details are entered in the
visitors' record subject to such limits and fees as the committee may apply from time to time. Regular or frequent guests, as defined by the committee must apply for appropriate membership status. The committee has the right to suspend members' rights to sign in guests for a defined period of time for a specific reason (i.e. regatta) provided that at least one month's notice is provided.
d. Subject to the provisions of the camping licence members may camp at the lake on such terms and on such dates the committee may decide.

## 13. Renewal of Membership

a. The committee shall determine the date on which members' subscriptions falls due.
b. The committee shall agree the annual subscription, other relevant fees and changes not less than two calendar months before the date on which members' subscriptions fall due and communicated to the membership the annual subscription, other relevant fees and changes not less than one month before the date on which members' subscriptions falls due.
c. A member may apply to the committee to renew their membership in a format prescribed from time to time by the committee, and in applying to renew agree to further the Club's objects and to act in accordance with this the Constitution.
d. A member may apply to change their category of membership. Such applications shall be treated in accordance with the rules for admittance to membership.
f. The committee may refuse an application for renewal of membership or to change their category of membership if they believe that it is in the best interests of the club for them to do so. If the decision is to refuse an application for renewal of membership or to change their category of membership the committee will give the applicant their reasons for doing so within 21 days of the decision being taken and give the applicant the opportunity to appeal against the refusal; and shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

## 14. Termination of Membership

a. Membership will come to an end if:
i. the member dies; or
ii. the member sends a notice of resignation to the committee; or
iii. any sum of money owed by the member is not paid in full within three months of it falling due; or
iv. the member (or members) refuse or neglect to comply with the Club's constitution, by-laws, rules and/or regulations that the committee from time to time determines or behaves in a manner that is harmful to the interests of the club, as determined by an independent sub-group, panel or appeal committee as established by the committee.

## 15. Members' decisions

a. Any decision of the memberships of the club may be taken by means of a resolution at a general meeting of memberships (in person or electronic) or by a written resolution by post or other electronic means. Such a resolution may be passed by a simple majority of votes cast, except in relation to amending this constitution, where clause 22 applies, and dissolution, winding up or amalgamation of the club, where clause 23 applies.
b. A resolution in writing agreed by a simple majority of all the memberships who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
i. a copy of the proposed resolution has been sent to all the memberships eligible to vote;
ii. a simple majority of memberships have signified their agreement to the resolution in a signed document or documents which are received at the principal office within 28 days beginning with the circulation date; and
iii. Eligibility to vote on the resolution is limited to memberships who are members of the club on the date when the proposal is first circulated in accordance with paragraph (i) above.

## 16. General meetings of memberships

a. There must be an annual general meeting (AGM) of the memberships of the club at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable), the committee's annual report, and must elect committee members as required under clause 18. Other general meetings of the members may be held at any time. All general meetings must be held in accordance with the following provisions:
b. The committee must call the annual general meeting of the memberships of the club in accordance with clause (c) below and identify it as such in the notice of the meeting; and may call any other general meeting of the members at any time.
c. The committee must, within 21 days, call a general meeting of the memberships of the club if:
i they receive a request to do so from at least $10 \%$ of the memberships; and ii the request states the business to be dealt with at the meeting, and the resolution that will be proposed, or is intended to be proposed, at the meeting.
d. Any general meeting called by the committee at the request of the memberships of the club must be held within 28 days from the date on which it is called. If the committee fails to call a general meeting at the request of its memberships, then the memberships who requested the meeting may themselves call a general meeting. A general meeting called in this way must be held not more than 3 months after the date when the memberships first requested the meeting.
e. The committee, or, as the case may be, the relevant memberships, must give at least 21 clear days notice of any general meeting to all of the memberships. The notice of any general meeting must:
i. state the time and date of the meeting;
ii. give the address at which the meeting is to take place;
iii. give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting;
iv. if a proposal to alter the constitution of the club is to be considered at the meeting, include the text of the proposed alteration; and
v include, with the notice for the AGM, the annual statement of accounts and committee's annual report and details of persons standing for election or re-election as committee members, or where such information may be found on the club's website.
f. The Commodore, shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the memberships of the club who are present at a general meeting shall elect a chair to preside at the meeting.
g. No business may be transacted at any general meeting of the memberships of the club unless a quorum is present when the meeting starts. Subject to the following provisions, the quorum for general meetings shall be the greater of $20 \%$ or thirty memberships.
h . If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
i. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the club's memberships at least 21 clear days before the date on which it will resume. If a
quorum is not present within 15 minutes of the start time of the adjourned meeting, the membership or memberships present at the meeting constitute a quorum.
j. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.
k. Any decision other than one falling within clause 22 (Amendment of constitution) or clause 23 (Winding up, amalgamation or dissolution) shall be taken by a simple majority of votes cast at the meeting. Each membership has one vote. A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded. A poll of the membership may be demanded by the chair or by at least $10 \%$ of the memberships present in person at the meeting.
I. A poll, if demanded shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 60 days of the demand for the poll. A poll will be taken through the use of postal or electronic communications.
m . In the event of an equality of votes, whether on a show of hands or on a poll, the Commodore shall have a second, or casting vote.

## 17. Management Committee

a. To manage the affairs of the club the members will form a Management Committee. Committee members are elected by the memberships at the general meeting. Only members of the club may serve as committee members.
b. The minimum number of committee members shall be four. There is no maximum number of committee members. The quorum of a meeting of the committee is four members or $50 \%$ of the committee, whichever is greater.
e. Decisions by the committee may be taken at a meeting of members of the committee or by resolution in writing or electronic form agreed by a majority of all of the committee members. In the case of an equality of votes, the chair shall have a second or casting vote. f. The members in a general meeting may appoint office-holders to serve as

Commodore (who shall be chair of the committee), Vice Commodore(s) (who shall be deputy chair(s) of the committee), Honorary Secretary, Junior Commodore, Membership Secretary, Honorary Treasurer and Sailing Secretary.
g. The committee may form sub committees, working groups, work parties and other such groups and delegate such functions and powers as they deem fit.
h. It shall be the responsibility of the Honorary Treasurer to keep complete and accurate club accounts and to ensure they are subject to appropriate independent, external verification. The committee will agree such regulations as are necessary for the proper financial management of the club, including financial authorisations limits, rules for tender processes, approving the payment of invoices and chasing bad debts, and enacting investment decisions in accordance with policies agreed by the members in a general meeting.
i. The committee shall publish such racing schedules, rules, notices of races, provide training, education, briefing, events and associated requirements for the safe and enjoyable pursuit of the club's object, and shall do all in its power to advance the object to ensure the long-term success of the club.

## 18. Functions and duties of committee members

a. The committee shall manage the affairs of the club and may for that purpose exercise all the powers of the club. It is the duty of each committee member:
i. to exercise his or her powers and to perform his or her functions as a committee member in good faith and to further the purpose of the club and its family-friendly sailingfocused ethos; and
ii. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
a. any special knowledge or experience that he or she has or holds himself or herself out as having; and
b. if he or she acts as a committee member in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

## 19. Eligibility and service of committee members

a. No one may be appointed as a committee member if he or she is under the age of 18 years or disqualified to serve by virtue as either a charity trustee or company director (or any statutory re-enactment or modification of that provision).
b. A committee member ceases to hold office if he or she:
i. retires by notifying the committee in writing; or
ii. is absent without the permission of the committee from all their meetings held within
a period of six months; or
iii. in the written opinion, given to the committee, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a committee member, and may remain so for more than three months; or
iv. is disqualified to serve by virtue as either a charity trustee or company director (or any statutory re-enactment or modification of that provision).
c. Appointments for any vacancies for committee members or office-holders not filled at the annual general meeting may be made by the committee between each annual general meeting.
d. A committee member may serve for a maximum of nine years and may be elected for a further term of office of nine years following a break of at least one year.
e. A commodore may serve for a maximum of three years and may be elected for a further term of office of three years following a break of at least one year.

## 20. Minutes and other records

a. The committee must keep minutes of all:
i. appointments of officers made by general meetings;
ii. proceedings at general meetings; and
iii. meetings of the committee including the names of those present at the meeting; the decisions made at the meetings; and where appropriate the reasons for the decisions; and decisions made by committee members other than in meetings.
b. The committee must comply with the requirements for the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns.

## 21. By-laws and Rules

The committee may from time to time make such reasonable and proper rules or by-laws as they may deem necessary or expedient for the proper conduct and management of the club, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member on request.

## 22. Amendment of constitution

a. This constitution can only be amended:
i. by resolution agreed in writing by $75 \%$ of the memberships of the club; or
ii. by a resolution passed by a 75\% majority of votes cast at a general meeting of the memberships of the club.
b. Any alteration of clause 23 (Voluntary winding up, amalgamation or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by members of the club or persons connected with them requires the prior written consent of $75 \%$ of the memberships of the club.

## 23. Winding up, amalgamation or dissolution

a. The club may be dissolved, wound up or amalgamated by resolution of its memberships. Any decision by the members to wind up or dissolve the club can only be made by a resolution agreed in writing by $75 \%$ of the memberships of the club.
b. Any resolution for the winding up of the club, amalgamation or for the dissolution of the club without winding up must contain a provision directing how any remaining assets of the club shall be applied.
c. If the club is dissolved, wound up or amalgamated any remaining assets of the club must be applied for a non-profit purpose the same as or similar to those of the club once all debts and other liabilities of the club have been settled or otherwise provided for in full; and a statement by the committee setting out the way in which any property of the club has been or is to be applied prior to its dissolution in accordance with this constitution. If no non-profit purposes the same as or similar to those of the club can be identified the remaining assets must be transferred to the sport of sailing's governing body. For the benefit of doubt, no member or person connected to a member may benefit from or receive any assets remaining from the winding up of the club, amalgamation or the dissolution of the club.

## 24. Interpretation

In this constitution "connected person" means: a child, parent, grandchild, grandparent, brother or sister, spouse or civil partner of a member; a person carrying on business in partnership with the member or a business, body corporate institution or company in which a member or a connected person has an interest.

## By-laws and Rules

NOTE: By-laws and Rules may be approved and altered by resolution of the committee

## General duties and rights of members

1. While the committee will take all reasonable steps to ensure the well being and conduct of the Club, they cannot accept responsibility for any accident, loss or injury to members or visitors or damage to or theft of Club or personal property either ashore or afloat, nor can they be held responsible for any member or visitor failing to observe safety regulations or rules. In the case of dispute the rules and conditions laid down by this constitution, any external providers of finance, and the Royal Yachting Association shall prevail.
2. In the event that other activities are introduced into the Club, these will be considered secondary to the Club's primary function of a family-friendly sailing-focused club and may incur a separate and/or additional fee structure. Such activities will be available to all members.
3. An experienced adult member of the Club shall be nominated as Officer of the Day on such days as shall be considered appropriate by the committee. He/she shall be in charge of the activities of the day and shall ensure that all the rules and regulations are strictly adhered to.

## Use of power-driven craft

4. At least one power driven craft and responsible crew should be provided on stand-by at the discretion of the Officer of the day. This vessel is to be used for safety purposes only; any other use is expressly forbidden without the approval of the committee.
5. Except as in by-law 4 no power driven craft of any kind (other than the committee craft) to be used unless for maintenance or emergency purposes considered necessary by the committee. Any craft is to be used expressly in accordance with the instructions published prominently on the Club premises.

## Personal buoyancy

6. Each member is responsible for their own safety and the safety and wellbeing (including choice of appropriate clothing and personal buoyancy worn afloat) of all persons who benefit from their membership, including children and guests. For that reason, wet-suits or dry-suits are recommended to be worn whilst afloat between $1^{\text {st }}$ November and the $1^{\text {st }}$ April; parents/guardians are advised to ensure that children under the age of 16 wear appropriate clothing and personal buoyancy whilst afloat and whilst on any pontoon or platform adjacent to or on the water; personal buoyancy aids are advised; and their use is mandatory when racing as specified in the clubs sailing instructions.

## Berths

7. Craft stored on a berth shall be maintained in a seaworthy-like state of repair at all times and firmly secured to the berthing ties provided when not in use. Road trailers shall be removed from the dinghy park or disabled by removal of the wheels and/or hitch to reduce the ease of theft of craft. Berths shall be maintained in a good state of repair and kept free of excessive weeds/undergrowth. Unsecured boat trailers shall be removed from the dinghy park at the discretion of the committee. Any other goods, tackle, racking and apparatus may be stored on a berth only as directed by the committee. Such items must be tied down securely.

8 All craft must be removed within 14 days of the retirement or termination of membership. Failure to remove a craft will give the Club the immediate right to use and maintain the craft for general Club purposes. The owner may reclaim his/her craft within five calendar months of his/her retirement or termination but only after he/she has paid all costs of maintenance and insurance. A craft remaining on Club premises after 14 days from the date of retirement or termination shall be charged such berthing fees as the committee shall from time to time determine.

## Craft

9. Members may sail any recognised class of sailing dinghy or any other dinghy acceptable to the committee with an RYA handicap of 900 or slower. Members may use sailboards/ windsurfers/ canoes or any other craft only as an ancillary activity. Catamarans, cruisers, kite surfers, etc may not be sailed on the Club's lake.
10. Members may apply to the committee for permission to sail a large asymmetric sailing dingy (defined as any craft with an asymmetric spinnaker, whether used or not, with a RYA handicap of between 1010 and 900.). The total number of large asymmetric sailing dinghies permitted to be berthed and/or held and/or sailed is limited to a maximum of five at any one time. Helms of large asymmetric sailing dinghies must be competent sailors.
11. All craft must be covered by Third Party Insurance with a minimum cover of $£ 3$ million (or other such minimum as the committee may agree). A current certificate of Insurance must be forwarded upon demand by the Secretary or any other member of the committee. Members who have not insured their craft are subject to expulsion from the club.
12. All craft shall bear in a prominent position an official sticker of the current year's colour showing the number of the owner. Any craft not bearing this identification will neither be allocated a parking berth nor be allowed to use the water.
13. Every craft shall have sufficient and adequately secured positive buoyancy to be able to support the combined weight of the craft and crew when the vessel is overturned and flooded. Buoyancy tests on all craft shall be carried out if required by class rules or the committee.
14. All members' and visitors' craft, trolleys and road trailers must be washed before launching whenever the craft has been sailed on any other water.
15. The International Sailing Federation's rule about going to the assistance of craft in distress shall be known and acted upon by all.

## Dogs

16. Members must clear up after their dogs. Dogs must be kept on a lead at all times in both dinghy parks and the vicinity of the Clubhouse. (i.e. between the main dinghy park and the stile on the public footpath to the south of the Clubhouse) In all other areas, dogs must be kept under reasonable control.

## Parking

17. All members' cars brought onto Club premises shall display a Club sticker of the current year's colour in the windscreen.
18. Car parking, including guests' parking is permitted in areas designated by the committee.

## Islands

19. The islands in the lake form part of the club premises. Access will only be at the discretion of the committee.
[ENDS]
