

# NORTHAMPTON SAILING CLUB

## RULES

### 1. Name

The name of the Club will be **NORTHAMPTON SAILING CLUB**.

### 2. Aims

The aims of the Club will be:-

- i) To establish and maintain a Club to provide facilities for and promote participation within the community in the sports of Sailing and Windsurfing. (*amended AGM Dec 2006*)
- ii) To carry out racing under the rules and provisions of the ISAF and the Royal Yachting Association.
- iii) To provide access to facilities to approved groups for sailing and racing.
- iv) *To provide facilities for the benefit of Members of the Club.*

### 3. Burgee

The burgee of the Club will be a red rose on a white pennant having a red strip at the top tapering to the fly. A pattern will be kept by the Manager.

### 4. Membership

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age sex or disability. (*amended AGM Dec 2006*) However limitation of membership according to available facilities is allowable on a non discriminatory basis. The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.

**4.1 Categories of Membership** -There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder.

**A FULL MEMBER** – being a person who, at the date of joining the club, shall have attained the age of eighteen years shall have one vote. They may be accompanied by shore-based family members who live under the same household.

**A FAMILY MEMBERSHIP** - which shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age on 1st February in the current year in the same household. The family unit shall have one vote per adult.

**A JUNIOR MEMBER** - being a person who, on 1st February in the current year, is under the age of eighteen, shall have no vote. Such a member must be registered to a Full, Family or Social member. All Junior members must be under a care of a registered adult whilst on site.

**AN UNDER 30 MEMBER** - being a person who, on 1st February in the current year, is between the age of eighteen and thirty or is in full time education, shall have one vote.

**A RETIRED MEMBER.** Full members of the age of 65 or over on the 1st February who have retired and have been members for the preceding 10 Years. Retired Members will retain all the rights of a full members.

**AN HONORARY MEMBER** - who shall have one vote.

**A SOCIAL MEMBER** - Social Members may use the facilities of the Club ashore only, who shall have no vote.

**AFFILIATED MEMBERSHIP** - will be available to groups, clubs or societies as decided by the Committee. These having made written application, may be granted affiliation to the Club on conditions laid down as bye-laws affecting them only. The subscriptions for groups will be determined by the Committee at the time of application and changed at the discretion of the Committee. Every affiliated membership shall have no vote.

**CORPORATE MEMBERSHIP** – Open to corporate groups authorised by committee. Corporate groups must pay directly for their members. Individual's shall fit under standard membership types with a discount agreed by the committee, who shall have one vote per group only.

**A TEMPORARY MEMBER** – All Visitors shall be given temporary membership for the duration of their agreed visit(s). This includes but is not limited to open meetings, open training, all training centre courses, who shall have no vote.

**An EMPLOYEE:** - Anyone who is employed by the club as defined by the Club Manager, who shall have no vote. If the employee is also a Full or Family member of the club, they shall retain the same rights and privileges as according to their membership.

**4.2 Rights and Privileges of members-** The rights and privileges of each category of membership shall be as follows:

**A FULL MEMBER** shall have the full use of all the Club facilities.

**A FAMILY MEMBER** his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all Club facilities subject only to Rule 46.

**A JUNIOR MEMBER** shall have the full use of all Club facilities subject only to Rule 46.

**AN UNDER 30 MEMBER** shall have the full use of all Club facilities.

**A RETIERED MEMBER** shall have the full use of all Club facilities.

**AN HONORARY FULL MEMBER** shall have the full use of all Club facilities.

**AN HONORARY SOCIAL MEMBER** shall have the full use of all Club-house facilities.

**A SOCIAL MEMBER** shall have the full use of the Club-house facilities.

**AFFILIATED MEMBERSHIP** - may be granted affiliation to the Club on conditions laid set out in their written agreement.

**A TEMPORARY MEMBER** shall have the full use of Club facilities but:

- Shall have no right to enter Club races or regattas unless specifically authorised by the Club Manager or Committee.
- Shall have no right to take any part in the management of the Club.
- Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any Byelaws or Regulations as if he or she were a member of the Club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.
- Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Club Manager or onsite club representative he or she shall not have reasonably complied with the above conditions.
- Candidates for Membership shall have no privileges whatsoever in relation to the use of the Club or premises.

**AN EMPLOYEE:** shall have the full use of all Club facilities including one free boat storage but may not take part in club racing unless they are a member.

## **5. Subscriptions**

- i) All Members, other than Honorary Members, will pay the annual subscriptions as are determined in General Meeting and any other dues as may become properly payable.
- ii) Annual Dues and subscriptions will be paid on election and thereafter on 1st February each Year.
- iii) If any Member is in arrears with their payments for more than two months, the General Committee may have the Member's name posted on the notice board of the Club and the Member will cease to be entitled to enjoy the privileges of the Club as long as they remain in arrears.
- iv) If a Member is in arrears for more than three months, the General Committee may declare that he or she has ceased to be a Member of the Club.

## **6. Elections**

- i) Except in the case of Honorary and Founder Members, every candidate for Membership must complete an Application for Membership. An Application for Membership will be in the form prescribed by the General Committee. The Application must also include details of the craft to be kept on the site.
- ii) On receipt of the Application for Membership the Manager will submit the application to the next meeting of the General Committee for acceptance. The election of all classes of Membership is vested in the General Committee and will be by a simple majority vote of those Members of the Committee present.
- iii) Unless the full payment was made on application the entrance fee and annual subscription must be paid before benefits and privileges of Membership can be enjoyed. If these payments are not made within one calendar month of the acceptance of an application by the General Committee, then the acceptance will be absolutely void unless sufficient cause for late payment can be shown.

## 7. Resignations

- i) A Member may resign from Membership by notifying the Manager in writing. The resignation will take effect from the following 31<sup>st</sup> January. The Member will remain liable for all subscriptions and dues to this date.
- ii) The Club may refuse membership or expel from membership only for good and sufficient cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's members and decided by a majority vote. (*amended AGM Dec 2006*)
- iii) A Member who has been removed from Membership can only be readmitted to Membership or as a guest through the sanction of the Club in General Meeting.
- iv) A boat, sailboard or any gear belonging to a person who has ceased to be a Member must be removed from the Club within 30 days of notice from the Manager. The former Member will become liable to the Club for payment for storage as determined by the General Committee if they do not. The General Committee may move the boat, sailboard or gear to any part of the Club premises without being liable for any loss or damage to the boat, sailboard or gear however caused. The Club will be entitled to a lien for this storage charge or any other sum due to the Club on the boat, sailboard or gear. Unless a boat, sailboard or gear is removed within ninety days of the notice the General Committee may in its absolute discretion dispose of the boat, sailboard or gear in any manner it thinks fit.

## 8. Changes in Membership, Ownership of Craft etc.

- i) A Member wishing to change the class of his/ her Membership should inform the Manager so that changes to the Register of Members can be made. A change from Social Membership will be submitted to the General Committee for acceptance.
- ii) Every Member must keep the Manager informed in writing of any change in their name, address or other relevant details so that an accurate register of Members can be kept. Any notices which the Club is required to send out under these rules will be deemed to have been sent if the latest address appearing in the Register of Members has been used.
- iii) Every Member must keep the Manager informed of any changes in the details of craft kept at the Club so that an accurate register of craft and ownership can be kept.
- iv) When a boat/sailboard is jointly owned it will be deemed to be kept at the Club by one of its joint owners. This name should be the one entered in the register of craft.

## 9. Visitors

- i) Visitors can be introduced by Members as laid out in section 4 of these rules. Persons who have been denied Membership of the Club for any reason cannot be introduced as visitors. Visitors can only be introduced on four occasions during any Year. The Member introducing them will be held responsible for ensuring the visitor abides by the rules of the Club. The Visitor may bring a boat or sailboard and sail on the Club waters.
- ii) Visiting children under the age of 16 must be supervised at all times ashore and afloat by an adult.
- iii) Any person who is a competitor or crew in any race sponsored or organised by or on behalf of the Club is entitled to the use of the Club for the twenty four hours before and after the race in which they are competing.
- iv) Visitors over the age of 18 may buy and consume intoxicating liquor on the premises.

## 10. Officers and Committee

- i) The officers of the Club will consist of a President, a Commodore, a Vice Commodore, two

Rear Commodores (Site and Sailing who are the Flag officers), a Treasurer and a Sailing Secretary. The officers will retire at each Annual General Meeting but will be eligible for re-election.

- ii) The General Committee will consist of the Officers of the Club, the Trustees of the Club, the immediate past Commodore and six other general Members. Four Members of the Committee will form a quorum. In the case of equal division the Chair of the General Committee will have a second or casting vote.
- iii) (a) The General Committee may appoint Sub-Committees consisting of any members of the Club and may delegate any powers of the General Committee to this Sub-Committee.  
(b) The General Committee may appoint a paid Manager. The Manager's duties, in addition to those defined in the Rules of the Club, will be laid down by the General Committee.  
(c) The General Committee may appoint an Executive Committee composed of the Flag Officers and up to two others to meet on an as required basis to make decisions about day-to-day matters. The Commodore or Vice-Commodore plus any two Members of the Executive Committee (one of whom must be a Flag Officer or a Trustee) will form a quorum. The Powers of the Executive Committee are to be determined by the General Committee, but will exclude changes to the Club Bye-laws and Membership structure or fees.
- iv) Two Members of the General Committee, other than the Officers or the Trustees, will retire every year at the Annual General Meeting. They will not be eligible for re-election until the next Annual General Meeting unless there are insufficient nominations to fill the places on the General Committee. If necessary, for the purposes of creating vacancies, Members will retire in order of seniority or by lot.
- v) Any two Ordinary or Family Members of the Club will be able to nominate Ordinary or Family Members to serve on the General Committee. The nominations should be sent in writing to the Manager 14 days before the Annual General Meeting together with a signed declaration from the candidate that they are willing to serve.
- vi) A casual vacancy may be filled by the General Committee in any way they think fit until the next Annual General Meeting.
- vii) The Club in General Meeting may declare any office or seat on the General Committee Vacant or remove any elected officer whether or not their term has expired and can fill the created vacancy from nominations received.

## 11. General Committee

- i) The General Committee in addition to the powers conferred upon it will have control of the finances (including minor changes to the subscriptions which will remain in force until the next Annual General Meeting) of the Club. The General Committee will manage the affairs of the Club in accordance with the Rules. It will define the duties of the officers who will in all respects be subject to the control of the General Committee. It will have due regard to the law on disability discrimination and child protection.
- ii) The General Committee may alter and repeal bye-laws and regulations for the use of the Club and the Water by Members, the admission of visitors and generally for the good conduct of the Club and its affairs. These bye-laws, provided they are not inconsistent with the Rules, will be binding on all Members and will have the same force and effect as the Rules until they are rescinded or varied by the Club in General Meeting.
- iii) The General Committee will be responsible for all aspects of the use of the water and may delegate any duties or powers to the Sailing Committee that it thinks fit.
- iv) The General Committee must ensure that Minutes of General Meetings and Committee Meetings, a register of Members, a register of boats and proper accounts are kept.
- v) Meetings of the General Committee can be convened by any officer or by two other members of the General Committee.

## 12. Sailing Committee

- i) A Sailing Committee will be appointed each year consisting of the Rear Commodore Sailing, the Sailing Secretary, a representative from each fleet and any other Member decided by the General Committee.
- ii) The Sailing Committee will undertake the day-to-day running of sailing and racing in accordance with the Racing Rules of the International Sailing Federation, the special provisions required by the Royal Yachting Association and any other provisions required by the Club or General Committee. The Sailing Committee will be subject to the general direction of the General Committee at all times.
- iii) Two Members present will form a quorum of the Sailing Committee.

## 13. General Meetings

- i) An Annual General Meeting of the Club will be convened in November or December every Year for the following purposes:-
  - a) To receive from the General Committee a report of the previous year.
  - b) To receive from the Treasurer an audited balance sheet and income and expenditure account for the preceding year.
  - c) To elect Officers and General Committee and an Auditor who will not be a Member of the General Committee.
  - d) To transact any other business brought forward by the General Committee or of which notice in writing has been given by any Ordinary or Family Member to the Manager not less than 10 days before the meeting.
  - e) At the discretion of the Chair to transact any other business.
- ii) Not less than 21 Days notice, in writing or by e-mail and/or the Club's web-site, of the Annual General Meeting will be given to Members entitled to receive the notice by the Manager. (*amended AGM Dec 2008*) The notice will specify the nature of the business to be transacted as known at the time.
- iii) An Extraordinary General Meeting may be convened by the General Committee at any time, but must be convened within 60 days of receipt of a written request signed by not less than 10 Ordinary or Family Members. The request must state the nature of the business for which it is required. Not less than 21 days notice must be given to those Members entitled to receive notice by the Manager. The notice must specify the nature of the business to be transacted.
- iv) At any General Meeting each Member present will be entitled under rule 4 to one vote. In the case of an equality of votes the Chair will have the casting vote.
- v) Except for the purposes of altering the Rules of the Club (see rule 18) a resolution at a General Meeting will be carried by a simple majority. The declaration of the majority by the Chair will be conclusive.
- vi) 20 Ordinary or Family Members present will be a Quorum.
- vii) The Chair at any General Meeting will be the senior Officer present (as stated in Rule 10i). The President may defer to the next senior Officer present. If no Officers are present then the Members will choose one of their number to be Chair of the meeting.

## 14. Trustees

The property of the Club will be vested in three Trustees who will have the power to invest money and adopt any financial measures they think necessary in the interests of the Club, subject to the approval of the General Committee. If any Trustee resigns their Trusteeship or ceases to be a Member of the Club the remaining Trustees will be entitled to appoint a new Trustee in their place.

## 15. Club Funds

- i) The funds of the Club will be kept by the Treasurer under the supervision of the General Committee. The General Committee will have the power to expend the Club funds in the manner they think fit within these Rules and the Objects of the Club. All cheques will be signed by the manager and another Member of the General Committee as authorised by the General Committee.
- ii) The General Committee will have power to borrow money. The General Committee will obtain the sanction of a General Meeting to incur other liabilities or to pledge the credit of the Members or the Club beyond the amount in credit at its Bank. Notice of the intention to move such a resolution must be given in the notice convening the Meeting.
- iii) The property and funds of the Club may not be used for the direct or indirect private benefit of members other than reasonably allowed by the rules and all surplus income will be reinvested in the Club.
- iv) The Club may:
  - a) sell and supply food, drink and related sports clothing and equipment
  - b) employ members and remunerate them for providing goods and services, on fair terms set by the General Committee without the person concerned being present
  - c) indemnify the General Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets)

## 16. Liability of Members

- i) Any liabilities entered into by the nominees of the Club on behalf of the General Committee will be equally binding on all Members of the Club.
- ii) Every Member of the Club will be liable to contribute equally with the other Members to the assets of the Club if those assets at any time during their membership or within one year after their resignation prove to be insufficient to pay the liabilities of the Club. The amount of each Members contribution to be an amount sufficient with all other Members contributions to cover the liabilities of the Club.

## 17. Royal Yachting Association

The General Committee will take the necessary action to ensure the Club is a recognised Club Member of the Royal Yachting Association.

## 18. Alterations to Rules

These Rules may be altered, repealed or new Rules made by a resolution passed at any General Meeting by a majority of not less than two-thirds of the Members present and voting. Notice of the proposed alteration, repeal or new rules must be given in the notice convening the meeting.

## 19. Dissolution

It will be necessary to give notice of a motion to dissolve the Club. The motion must be passed by a majority of not less than two-thirds of the Members present and voting. The General Committee will then be responsible for the orderly winding up of The Club's affairs. After settling all liabilities of the Club, the General Committee will dispose of the net assets remaining to one or more of the following: to another Club with similar sports purposes which is a registered Charity and/ or to another Club with similar sports purposes which is a registered CASC and/ or to the Royal Yachting Association for use by them for related Community sports.

## 20. Interpretation

The decision of the General Committee on any question of the interpretation of these Rules or on any matter affecting the Club and not covered by these Rules will be final and binding on the Members.

## 21. Opening of the Bar

The General Committee will be able to regulate the opening of the bar as they see fit.

## 22. Letting of the Club

The Club may let its facilities to individual members for private functions. The lettings will be subject to the approval of the General Committee. When giving its approval one Member of the Club or a nominated representative will be nominated to be present at the letting to be responsible for ensuring adherence to the rules and bye-laws of the club

## 23. Liability for Damage Loss or Injury

Members of the Club, their guests and visitors may use the Club premises and any other facilities of the Club entirely at their own risk and impliedly accept that:-

- i) The Club will not accept any liability for any damage to or loss of property belonging to Members, their guests or visitors to the Club.
- ii) The Club will not accept any liability for personal injury arising out of the use of the Club premises and any other facilities of the Club or out of participation in any race or training activity organised by the Club, whether sustained by Members, guests or visitors, whether or not such damage or injury could have been attributed to or was occasioned by neglect, default or negligence of any of the Officers, General Committee or servants of the Club.
- iii) Before inviting guests or visitors onto the premises or to participate in events organised by the Club, the host member will draw their attention to this Rule.

## The Northampton Sailing Club Bye-Laws

1. "Only boats/windsurfers registered with the Club and compliant with the Club's approved class list will be allowed on site.  
In the case of special club events and open meetings, boats/sailboards not on the approved class list may be granted temporary access by the club. Dispensation may also be granted for boats belonging to associate organisations.  
The above does not apply to boats/windsurfers used by the Water Sports Centre, Club rescue or Race management craft.  
The production and maintenance of the Clubs approved class list, a copy of which shall be held at the Club Office and on the club website, shall be the responsibility of the Sailing Committee and is subject to periodical review and amendment." (GC2013)  
Registration will only be accorded to craft with a valid certificate (if applicable). All craft must be appropriately insured against third party liability, in the minimum sum of £3,000,000. This sum is subject to review by the General Committee. (AGM 2012)
2. Boats/sailboards may be subject to inspection and test before being placed on the register. Those considered unfit will not be allowed on site.
3. Every boat / sailboard must have sufficient positive buoyancy to support itself and crew when submerged. Buoyancy must also fulfil current class rules. (amended AGM 2017)
4. It is the responsibility of Members to ensure boats / sailboards left on site are adequately tied down or in a secure position. All boats and sailboards must be identifiable by having the sail number marked on the hull, and a current Club Tag displayed on the Trailer for boats or a Club ribbon for sailboards. (GC 2014)
5. a) Members who are over 18 may sail at their own risk.



- b) All craft are to be clear of the water between half an hour before sunset and half an hour after sunrise. (*amended by General Committee Nov 2010*)
  - b) It is the responsibility of Members to dress to suit the conditions.
  - c) It is the sole responsibility of the crews to decide if it is safe for them to go afloat bearing in mind the state of the craft, their own sailing experience and ability and the weather conditions during the time afloat.
6. All dinghy sailors will wear approved buoyancy aids, inflated if of that type, at all times when afloat.  
The use of personal buoyancy by competent and experienced windsurfers is a matter of personal choice. Over 18's under instruction should be encouraged to wear personal buoyancy. Those under 18 and non-swimmers will wear approved personal buoyancy aids at all times when afloat.
  7. Members are required to take their turn as Duty Officer in accordance with a rota which may include being asked to do Gate check or house duty.
  8. The Duty Officer's orders and signals will be obeyed instantly and without question.
  9. Any restriction to the sailing area will be defined by the Duty Officer having regard to the prevailing conditions and the advice of the coxswains on duty.
  10. The ISAF Fundamental Rule A about rendering assistance to any vessel or person in peril is to be known and acted upon by all on pain of suspension.
  11. No dogs or other pets are allowed on the Club site.
  12. Members who move away temporarily, precluding their use of the Club facilities, should notify the Manager, whereupon the Committee may decide to suspend payment of Membership fees until the Member returns to the district.
  13. Members wishing to camp on the club grounds must inform the club manager of their plans to do so.  
The Club has adopted the Camping and Caravanning Codes of Practice (*amended AGM Dec 2007*)
  14. NSC operates a bio security wash down policy targeting invasive species, as required by our landlords and DEFRA. All members and users of the water must comply with the current published procedures at all times. (GC 2015)

## **Affiliated Members**

15. Junior members of bodies affiliated to the Northampton Sailing Club will only be allowed on the premises when accompanied by a responsible adult member of their organisation. Affiliated members will be subject to the rules of the Club insofar as they are consistent with the limited rights given to them.

## **Club House**

16. All notices displayed on the club notice boards must be dated. The club manager may remove any notice 60 days after its posting.
17. No Member is permitted in the Club Lounge in wet clothes or wellington boots.
18. No personal entertainment systems are to be operated on the Club site or in the Clubhouse as this may cause a nuisance to other Club members.
19. Any person not in possession of a current driving license is not permitted to drive or practice

driving on the Club's roads. All the provisions of the Road Traffic Act are deemed to apply to the site with amendment of a maximum speed limit of 10 m.p.h. The Club can accept no liability for accidents arising from contravention of this Bye-Law.

## 20 **Eligibility for space in the dinghy park**

Spaces in the dinghy park are allocated on an annual basis. Spaces will be allocated on the basis of application forms received by the 1<sup>st</sup> February each year. All members requiring berths should submit this form regardless of whether they were allocated a space in the previous season.

Priority in the allocation of spaces will be given to existing members

### Power to remove, sell or dispose of boats and/or trailers

In the case of an abandoned or unauthorised boat and/or trailer (as defined below) the Committee may:-

- (a) move the boat and/or trailer to any part of the club premises without being liable for any loss or damage to the boat and/or trailer howsoever caused;
- (b) upon giving 1 months' notice require the member or former member to collect the boat and/or trailer;
- (c) upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and deduct any monies due to the Club (whether arrears of subscription or facility fees or dinghy park fees or otherwise);
- (d) if the boat and/or trailer is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.
- (e) the club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer:

- (a) a boat and/or trailer located in the dinghy park and not displaying a current dinghy park sticker;
- (b) a boat and/or trailer located otherwise than in its properly allocated space;
- (c) a boat and/or trailer that remains in the dinghy park for more than one month after any date advised by the Committee by which boats and/or trailers must be removed to allow for maintenance works of the dinghy park or the end of the season date (where applicable);
- (d) a boat and/or trailer which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) are more than one month in arrears;
- (e) a boat and/or trailer which is the property of a member or former member which overstays by more than a month following the termination of the storage agreement;
- (f) a boat and/or trailer which is the property of a former member which overstays by more than a month following the termination of their membership.

### Lien on boats and/or trailers

In addition to the powers set out above to move, sell or dispose of boats and/or trailers the club shall have a lien over members' or former members' boats and/or trailers parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the club have been paid in full. (AGM 2017)