



Club Rules
2019



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NAME AND PURPOSES

1. The name of the Club shall be 'Northampton Sailing Club' (here in after referred to in these rules as the Club).
2. The purposes for which the Club is formed are:
 - To establish and maintain a Club to provide facilities for and promote participation within the community in the sports of Sailing and Watersports.
 - To carry out racing under the rules and provisions of the ISAF and the Royal Yachting Association.
 - To provide access to facilities to approved groups for sailing and watersports.
 - To provide facilities for the benefit of members of the Club.

OFFICERS

Officers of the club

3. The Officers of the Club shall be Full or Family members of the Club and shall consist of a President, Commodore, Vice-Commodore, Rear-Commodore Sailing, Rear-Commodore Site, Rear-Commodore House (Bar Manager) and Treasurer. 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. All Officers of the Club shall be eligible for re-election.
The immediate past commodore will stay on the committee for 1 year to assist in the transition, they have no vote.
4. The club employs a club manager who in addition to their job description is responsible for the secretary duties as detailed.

Duties of Secretary (Club Manager)

5. The Secretary shall:
 - Keep a register of the Club Members' names and addresses.
 - Conduct the correspondence of the Club.
 - Keep custody of all Club documents.
Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members.
 - Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.
 - Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

Duties of Treasurer

6. The Treasurer shall:
 1. Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club.
 2. Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
 3. Prepare an Annual Balance Sheet as at 30th September in each year and cause such Balance Sheet (and accounts as necessary) to be reviewed at least once annually and shall thereafter cause the same to be exhibited in the Club premises and club website at least fourteen days before the date of the Annual General Meeting.
 4. Present the Annual Balance Sheet to the Club at its Annual General Meeting.

Duties of Reviewer

7. The Reviewer shall:
 - Be appointed at the Annual General Meeting in each year and shall be an appropriately experienced/qualified person of the Club other than the Treasurer or Committee members.
 - The Reviewers shall review the accounts and Annual Balance Sheet of the Club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee.
 - If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

MEMBERSHIP

Categories of Membership

8. 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.



Rights and Privileges of members

9. 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.

Membership Entrance and Subscription

10. The rate of Entrance and Subscription fee for each category of membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of February in the year following. The current rate of Entrance and Subscription fee shall be prominently displayed in the Club premises and on the website.

- Membership of the Club shall be open to anyone interested in sailing or watersports on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religious or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
- Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
- The Club Committee may refuse membership or, subject to Rule 16, remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of membership may be made to the members.
- Members shall also make the following payments:
A boat permit fee of such a sum as the Committee shall from time to time prescribe which shall entitle a member to sail his or her own boat on the water controlled by the Club and a space in the Club's boat park.

All members shall pay a subscription upon joining the Club which may be split into instalments and there after renewed on the first day of February in each year.

Management may agree a different price for new members joining through the year. This does not apply to those who are current members or has been members within two years of the start of the current membership year.

Members can split their payments as agreed by the manager, however members are still responsible for full payment as detailed above.

Members' Duty to provide an up to date address

11. Every member shall provide/furnish the office with an up-to-date address and contact details which shall be recorded in the Register of Members and any notice sent to such address shall be deemed to have been duly delivered.



Application for membership

12. An application for membership shall be in the format agreed from time to time as prescribed by the Committee.

Election of Members

13. Except in the case of Honorary 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.

On receipt of the Application for Membership the Manager will email the general committee with notice. Any Committee Member with a cause to refuse must put this forward during the following committee meeting. After the meeting has passed new members will be accepted. Until this has happened, they shall be classed as temporary member.

The election of all classes of Membership can be vested in the General Committee and will be by a simple majority vote of those Members of the Committee present.

The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute.

Payment of Fees Upon Election

14. Unless a payment was made on application a subscription must be paid before benefits and privileges of Membership can be enjoyed. If these payments are not made within one calendar month, then the acceptance will be absolutely void unless enough cause for late payment can be shown.

Retirement of a Member

15. A member desirous of retiring from membership shall give notice to the office and shall not then be liable to pay the subscription for the following year. A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

Arrears of Subscription

16. The Committee may cancel, without notice being given, the membership of any member whose subscription and other fees are more than three months in arrears provided that the Committee may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.

- 17.

Conduct of Members

Safety Responsibilities

18. Craft may be subject to inspection and test before being allowed on the water. Those considered unfit will not be allowed on site.

Every craft must have enough positive buoyancy to support itself and crew when submerged. Buoyancy must also fulfil current class rules.

Members sail at their own risk.

Members can only use the water in daylight hours only.

It is the responsibility of Members to dress to suit the conditions.

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.

All members will wear approved personal floatation devices, always when afloat except experienced windsurfers providing, they are wearing a wetsuit and harness.

Racing

19. The Race Officer's orders and signals will be obeyed instantly and without question. Any restriction to the sailing area will be defined by the Race Office having regard to the prevailing conditions and the advice of the Lead coxswain on duty.

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.

Other conduct

20. No dogs or other pets are allowed on the Club site except for special assistance.

Members wishing to camp on the club grounds must seek permission from the office on a case by case basis.

The Club operates a bio security wash down policy targeting invasive species, as required by our landlords and DEFRA. All users of the water must always comply with the current published procedures.

All notices displayed on the club notice boards must be dated. The Club Manager may remove any notice 60 days after its posting.



No Member or guests are permitted in the Club Lounge in wet clothes.

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.

Club members should follow the club child protection guideline to their best of their abilities. This can be found on the club website

Any person not in possession of a current driving license are 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 mph The Club can accept no liability for accidents arising from contravention of this Rule.

Under-taking by members to comply with rules

21. Every member, upon joining and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

Disciplinary action against members

22. Any breach of Rule 16 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 disciplinary action by the Committee, which may include suspension for a specified period or expulsion.

Before taking such disciplinary action against a member, the Committee shall call upon such member for a written explanation of the member's conduct and shall give the member full opportunity of making explanation to the Committee, or of resigning.

A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Committee present and voting on the Resolution.

Appeal against suspension/expulsion may be made to the Members in General Meeting.

Upon suspension/expulsion the member/former member shall not be entitled to have any part of the annual membership fee refunded and must return any Club or external body's trophy or trophies held forthwith.

Upon expulsion of a member, the Committee may dispose of the former member's boat and/or trailer in accordance with Rule 74.

Guests in the Club

23. Members shall enter the names of all on water guests in the Visitor's Book which is located at the bottom of the stairs of the office entrance. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than four times in any calendar year.

Persons who have been denied Membership of the Club for any reason cannot be introduced as visitors.

- The Member introducing them will be held responsible for ensuring the visitor abides by the rules of the Club.
- The Visitor may bring an approved craft and use on the Club waters.
- Visiting children under the age of eighteen must always be supervised ashore and afloat by an adult.

Damage to Club property

24. A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Secretary upon the instructions of the Committee.

Exhibiting of notices

25. A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the office.

Settlement of Accounts

26. A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any byelaw relating to the settlement of such debt.

Suggestions

27. All suggestions shall be made to the Club Manager.

Complaints

28. Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Club Manger.



Limitation of Club liability

29. All references to the Club in this Rule shall mean every individual member of the Club from time to time.

Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

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

- The Club will not accept any liability for any damage to or loss of property belonging to members.
- The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.

Liability of Members

30. Any liabilities entered by the nominees of the Club on behalf of the General Committee will be equally binding on all Members of the Club.

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 Member's contribution to be an amount enough with all other Members' contributions to cover the liabilities of the Club.

MANAGEMENT COMMITTEE

Constitution of Committee

31. The Management Committee (herein referred to as 'Committee') shall consist of the following excluding officers and not less than four nor more than eight Full, Family, Youth or retired members who have attained the age of eighteen years elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

Retirement of members of the Committee

32. At the Annual General Meeting each year two of committee shall retire in order of



election or seniority. In the case of equal seniority, the order of retirement shall, failing agreement between the members concerned, be determined by lot. Members retiring under this Rule shall not be eligible for re-election to the Committee until the Annual General Meeting next following the meeting at which they retire.

Candidates for election to Committee

33. Candidates for election to the Committee shall have been received by the manager at least fourteen days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Seconder shall be posted to the Club premises and website at least fourteen days prior to the date of the Annual General Meeting.

Election of Committee by ballot

34. If the number of candidates for election is greater than the number of vacancies to be filled, then there shall be a ballot.

No contest for election

35. If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.

No nominations received.

36. If no formal nominations have been received 14 days prior to the Annual General Meeting the position can be filled by vote at the AGM or EGM. Voting is done by a proposer and seconder then the candidates shall be deemed to be elected if two thirds of those present at the meeting, and entitled to vote, vote in favour of such election. Anyone in this position may vote.

Casual vacancy

37. If for any reason the any positions where not filled a casual vacancy shall occur, the Committee may co-opt a member to fill such a vacancy until the next following Annual General Meeting. Anyone in this position may not vote.



Committee Meetings

38. The Committee shall meet at least every 2 months making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in their absence, a Chairperson may be elected by those present shall preside.

Voting at Committee

39. Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.

Quorum

40. At least five members personally present shall form a quorum at a meeting of the Committee.

Powers of the Committee

Management of Club by Committee

41. The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting.
The Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.

Appointment of Sub-Committees

42. The Committee may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such Sub-Committees shall consist of such members of the Committee or of the Club as the Committees may think fit. Officers of the Club shall be ex officio members of all such Sub-Committees.

Disclosure of interest to third parties

43. A member of the Committee, Sub-Committee or any Officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.

Limitation of Committee's authority

44. The Committee, or any person or Sub-Committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the members. No one shall, without the express authority of the Membership in General Meeting, borrow money or incur debts on behalf of the Club or its Membership.

Members' indemnification of Committee

45. In pursuance of the authority vested in the Committee by members of the Club, members of the Committee 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 on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual members of the Club.

The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

Contractual Liability

46. The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered by the Committee and/or Trustees of the Club, as appropriate.
- "The liability of the Committee/Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club."

Nomination of Honorary Members by Committee

47. The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not, however, at any time, exceed ten per cent of the total number of members.

The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of



those present, and entitled to vote, vote in favour of election. They will pay neither entrance fee nor subscription and will be entitled to all the benefits of the appropriate full membership (Social or Full).

All past Commodores of the Club and their spouses, who no longer sail at the Club, will be made Honorary Life Social Members.

Excisable goods

Purchase and Supply of Excisable Goods

48. The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special Sub-Committee appointed by the Committee.

Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may a Junior Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Club premises.

Hours of Sale of Excisable Goods

49. The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Junior Members as aforesaid) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

Profits from Sale of Excisable Goods

50. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

Accounts relating to excisable goods

51. Proper accounts of all purchases and receipts shall be kept and presented at the Annual General Meeting in each year and such information as the Manager or Reviewers may require shall be furnished to enable any statutory return or statement and the payment



of excise or other duty or tax to be made.

Sailing Committee

52. A Sailing Committee will be appointed each year consisting of the Rear Commodore Sailing, a representative from each fleet and any other Member decided by the General Committee.

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 always be subject to the general direction of the General Committee.

Two Members present will form a quorum of the Sailing Committee.

TRUSTEES

Number of and terms of reference

53. There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary from among Full, Family, Retired or Honorary Members who are willing to be so appointed.

A Trustee shall hold office until he shall resign by notice in writing given to the Committee or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

Property of Club vested in Trustees

54. All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee the remaining Trustees shall nominate a new Trustee in their place and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the remaining Trustees for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and he or she shall by Deed duly appoint the person or persons so nominated by



Powers of Trustees

53. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

Indemnity of Trustees from Club

54. In pursuance of the authority vested in the Trustees by the members of the Club, 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 vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual members of the Club. The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

MEETINGS OF THE CLUB

Annual General Meeting

55. An Annual General Meeting of the Club shall be held each year in the month of November or December on a date to be fixed by the Committee. The office shall at least twenty-one days before the date of such meeting post or deliver to each member notice hereof and of the business to be brought forward thereat.

Business at Annual General Meeting

56. No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Reviewers, 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 given in writing by a member entitled to vote to the office at least ten days before the date of the Annual General Meeting.



Special General Meeting

57. The Committee may at any time, upon giving twenty-one days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.

Special General Meeting upon request of members

58. The Committee shall call a Special General Meeting upon a written request addressed to the office by at least ten members. The SGM must be called within twenty-one days of a request. The Committee shall give twenty-one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

Chairperson at Meetings

59. At every meeting of the Club the President or the Commodore or, in their absence, a Chairperson elected by those present shall preside.

Quorum at Meetings

60. Twenty members entitled to vote and personally present shall form a quorum at any meeting of the Club.

Entitlement to vote at Meetings

61. Only those specified in membership types shall vote at any meeting of the Club. Other members may attend but are not entitled to vote.

Voting at Meetings

62. Voting except upon the election of members of the Committee, shall be by show of hands.

Equality of Votes

63. In the case of an equality of votes the Chairperson shall have a second or casting vote, on any matter other than the election of members of the Committee.



Voting on Rule Change

64. On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and voting.

DISSOLUTION OF THE CLUB

Dissolution of the Club

65. 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:

- To a charity and/or
- to another Club with similar sports purposes and/or
- to the sport's national governing body for use by it for related community sports.

MISCELLANEOUS

Burgee

66. 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.

Opening of Club premises

67. The Club premises shall be open to members at such times as the Committee shall direct.

The permitted hours for the supply of intoxicating liquor are as follows:

Sunday (4 Races per Day) 1600-1900

Sunday (2 Races per Day) 1300-1600

Racing Tuesdays 1900-2200

Racing Thursdays 1900-2200

The bar will be open at these hours or at such other hours as may be decided by the Committee subject to any restrictions imposed from time to time by the Licensing Authority.



Letting of the Club

68. The Club may let its facilities to individual members for private functions. The lettings will be subject to the approval of the Manager. 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. Temporary members can also let the Club.

Affiliate Clubs

69. The Club Committee may admit and remove affiliate clubs from time to time. An affiliate club shall pay the Club such fees as the affiliate club and the Committee agree. An affiliate member is a member of the affiliate club. An affiliate member shall have such use of the Club facilities as the Committee may from time to time and for such period decide except that such:

- Affiliates shall have no voting rights in relation to the Club.
- Affiliates will be subject to such terms that the Committee shall decide.
- Affiliation shall meet the requirements of Section 62-64 of the Licensing Act 2003.

Club Duties

70. Race Duties

A racing duty is applied to those members who have participated in 2 or more races in the Thursday evenings and Sunday Club racing. As a guideline you will be asked to do 2 days duties or 4 evening/half day duties. If you do not attend your duties, you will be disqualified from that racing series.

71. General Duties

To be able to gain your discounts you will opt in during renewals and will be asked to complete 2 general duties, which could include open meetings, open events, social events, work parties or otherwise approved by the club manager. All discounts will be applied at the beginning of the year, If you do not complete your duty you will be invoiced for the required amount.

Eligibility for space in the dinghy park

72. Spaces in the dinghy park are allocated on an annual basis. Spaces will be allocated based on application forms received by the 1st 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.

73. Only craft on the clubs approved list will be allowed on site.

In the case of special club events and open meetings, crafts 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 craft used by the Water Sports Centre, Club rescue or Race management craft.

The production and maintenance of the approved 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.

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.

Boat Berths

74.

Boat Berths are available for all members except social.

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.

All berths are to be kept tidy and well maintained with the grass cut and boats in usable conditions.

If any berth is not kept with in line with the requirements above, then the club can ask for the boat to be removed in line with Rule 72.

Abandoned Boats and/or Trailers

75. If at any time, 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) shall be one month or more in arrears and/or a boat and/or trailer the property of a Member or



former Member remains upon the Club premises one month or more after the club has given the Member or former Member notice to remove the vessel and/or trailer then the Member or former Member shall remove the boat and/or trailer from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer, then the Committee may:

Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.

Give three months' notice in writing by registered post to the Member or former Member at the last known address as shown in the Club Register and thereafter sell the boat and/or trailer and 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.

Alternatively, if the boat and/or trailer is unsaleable, 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.

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.

PROVIDED ALWAYS THAT:

Proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member and that, when and if the boat and/or trailer is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale pursuant to Rule (b) above then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said Member or former Member or otherwise) for a period of six years.

Lien

76. The Club shall at all times 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.

Byelaws

77. The Club may adopt such Byelaws or Regulations as it considers appropriate for the good



management of the Club and its facilities.

Acknowledgement

78. The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.

Bye Laws

Bye Law No. 1 - Sailability

Sailability Bylaws for agreed in February 2019 for affiliated membership to in 2019 to be renewed on 31/10/2019

- **Affiliated membership for the agreed cost includes;**
- Access;
 - Mondays, Fridays and 2 Saturdays per month for 7 months from April to October for Sailability members only.
 - Maintenance on the same days as above, plus 4x names volunteers who will have full access at any time during there membership.
 - Galley usage - during sailing sessions only. Other paid bookings take equal priority and it should be **cleaned and mopped after every use.**
 - Sail for gold and Hansa TT open events run by Sailability with the NSC committee boat - All non-members of Sailability to pay £12 directly to NSC to participate.
 - NOSCA & U3A Social Events on water providing they pay for club house hire.
 - 1x Day Set up & 1x Day pack up
 - 3 days club house hire for Volunteer briefing pre-season in Club house
 - 1 winter social
 - AGM & Christmas dinner in the Club house.
- Committee Boat usage providing the Club is not using it.
- Rib storage with permission for NSC to use for large events. (Must be manned by a Sailability volunteer)
- All meals in the galley to be organised though the catering franchise
- No use of the kitchen access to the sink only. Hot drink to be made outside the kitchen and only when catering franchise are not selling drinks.
- Continued exclusive use of Northampton Sailabilities own storeroom area at any time during there membership.
- Mooring of Pontoon with permission for NSC to use it when Sailability are not.
- 18x boat berths at the same location.



- All insurance costs to be invoiced in addition to membership charge.
- Sailability will send us a monthly report of attendance in the following format;
- Full Member Participants/Volunteers/Day Members/Regular Group Participants/Occasional Group Participants.
- NSC will issue members security cards to volunteers and sailors by list at the start of 2019 season. All Additions will need to pay £5 per head. Additional access authorised by the office only
- Additional usage at the following charges,
 - Access including site, water & Galley as per terms above = £100 per Day
 - Private club house hire (No water access) = £125 ½ Day, £175 Evening, £200 Full day
- These bye laws have been created as a temporary offer and NSC has notified Sailability of the planned increase in fees beyond 2019. NSC needs to receive a proposal by Sailability before 31st October 2019 at which time these bylaws will be reviewed in line with this proposal. This agreement is only valid if all outstanding invoices are paid in full.