



**A Charitable Incorporated Organisation**

**Charity No 1200999**

# **RULES AND BYLAWS**



**[www.ansidesailingclub.co.uk](http://www.ansidesailingclub.co.uk)**

**Date 2022**



## ARNSIDE SAILING CLUB – RULES AND BYLAWS

Date of Publication 2022

### PREAMBLE

(1) This document is to be read in conjunction with the Constitution of Arnside Sailing Club Charitable Incorporated Organisation. A copy of the Constitution is available on the Arnside Sailing Club website.

(2) All members of Arnside Sailing Club shall be subject to the provisions of the Constitution.

(3) Should there be any conflict between the provisions of these Rules and Bye-Laws and those of the Constitution then the provisions of the Constitution shall take precedence

### SECTION 1 - NAME AND OBJECTS.

(1). The name of the Club which was formed in 1958 is 'Arnside Sailing Club' (hereinafter referred to as the Club). Arnside Sailing Club is a Charitable Incorporated Organisation

(2). The objects of the Club are listed in Clause 3 of the Constitution

### SECTION 2 – OFFICERS OF THE CLUB

(1). The Officers and Trustees of the Club shall consist of a Commodore, two Vice Commodores, two Rear Commodores, Honorary Secretary and Honorary Treasurer. The Committee may create additional roles if needed.

(2) **Commodore:** The Commodore shall be Chairman of the Trustees. The Commodore shall with the Charity Trustees have responsibility for forming and directing the Club's charitable policy and strategy. The Commodore has overall responsibility for the management of the Club and for directing its day to day operation and activities in accordance with the constitution, rules, bylaws and wishes of the Membership. The Commodore may only serve as Commodore for three consecutive years.

(3) **Vice Commodore (Water sports):** The Vice-Commodore (Water sports) shall act as the Commodore's deputy and has particular responsibility for the development, promotion, safety and overseeing of the Club's water sports activities including training at Killington

(4) **Rear Commodore (Club House)** shall have responsibility for all house matters, being, without limitation to the generality of the meaning of that term, the development, repair, maintenance, up keep of the Club House premises both buildings and grounds

(5) **Boat Park Manager** shall have responsibility for the Boat Park and club moorings, being, without limitation to the generality of the meaning of that term, the development, repair, maintenance, up keep of the Boat Park both buildings and grounds and moorings.

(6) **Events Coordinator (Social and Music Events)** shall have responsibility for arranging and promoting all of the Club's social and music events.

(7) **The Honorary Secretary** shall:

(a) Keep a register of Club members' names, addresses and emails;

(b) Conduct the correspondence of the Club;

(c) Keep custody of all Club documents;

- (d) Keep full minutes of all meetings of the Club, (which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club or the Committee.
- (e) Organise the date, time and location of all of the Club's General Meetings, including the Annual General Meeting and any Special or Extraordinary General Meetings
- (e) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.
- (f) Administer the Club's safeguarding and data protection policies.
- (g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.

**(8) The Honorary Treasurer shall:**

- (a) 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.
- (b) Cause, all returns as may be required by law in relation to such accounts to be rendered at the due time.
- (c) Prepare an annual account of the Club's income and expenditure together with a balance sheet of the Club's assets and liabilities at the end of the club's financial year (31<sup>st</sup> October), and cause all such accounts to be audited or reviewed as required by law and/or regulation
- (d) Administer such insurance policy or policies as may be needed to fully protect the interests of the Club, its Officers and its members

**(9). The Honorary Auditor shall:**

- (a) Be appointed at the Annual General Meeting in each year.
- (b) The Auditors shall audit 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;
- (c) Not be a Member of the Committee or any Sub-Committee of the Club.
- (d) 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

**(10) Club President**

- (a) The Club may also on occasions choose to elect a President, in recognition of significant service to the Club. This role shall be non-executive.

**SECTION 3 - MEMBERSHIP - Rights and privileges of members**

- (1) There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder.

**FULL MEMBER** being a person who, at the date of admission, shall have attained the age of eighteen years shall have one vote.

**FAMILY MEMBERSHIP** being a person, his/her partner (if any) and all the children within their (his/her) guardianship under the age of eighteen on the 1st January in the current year. Each family shall be entitled to a maximum of two votes, although one family member will not be entitled to vote on behalf of another. No family member under 18 is entitled to vote.

**STUDENT MEMBER** - being a person in full time education aged 18 to 25 at the date of election. Student members shall have one vote.

**JUNIOR MEMBER** – being a person aged 16 to 18 at the start of the membership year who is not part of a family membership. Junior membership is subject to the consent of a parent or guardian. Junior members shall not have a vote.

**LOW INCOME OR UNWAGED MEMBER** – being a person in receipt of job seekers allowance, universal credit or future equivalent at the time when their membership fee is due. Low Income or Unwaged members shall have one vote.

**ORGANISATION OR CORPORATE MEMBER** - being a member that is a firm or company. Each such member will have one vote for every nominated 5 participating persons up to a maximum of 5 votes.

**HONORARY MEMBER** Honorary Members will not be charged fees. Honorary members may not vote at club meetings.

**TEMPORARY MEMBER** who shall have no vote.

(2). Full, Family, Student, Junior, Low Income, Unwaged and Honorary Members, shall be entitled to exercise all the rights and privileges of membership which include:

- Use of Club Sailing Dinghies, Canoes and Paddleboards subject to being deemed competent by the Club and the Club's Terms and Conditions for use of club craft
- Up to two spaces in the Club's Dinghy Park for storage of sailing dinghies, canoes or trailers (subject to payment of boat park fees)
- Participation in club races and water sports events subject to competence
- Members discounts
- Entry to club house when it is open and to social and music events (There may be a charge for club house events and music nights and restrictions on entry for junior members)

(3) Junior members and children in family membership's rights are restricted by Rule 47 (Sale of Alcohol).

(4) Parents or Guardians of children in Family and Temporary Memberships 14 years or under should be present when their children are taking part in water sports.

(5) Members do not enjoy the rights and privileges of membership, including use of club craft, participation in club races, events, free entry to music nights, meetings and committees until they have paid their membership subscription for the year.

#### **(6) Membership Subscription Fees**

The rate of 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. The current rates of Subscription fees shall be displayed on the Club's website.

(7) (a) Membership of the Club shall be open to anyone interested in the sport of sailing, other non-powered water sports such as paddle boarding, canoeing, windsurfing and kite surfing and live music on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.

(b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

(c) The Club Committee may refuse membership or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute (see the Constitution for more details and appeal procedure)

#### **(8) Membership Year**

The Club's membership year runs from the 1st March to the end of February.

(a) Membership fees are due on the 1st March each year.

(b) A member joining after the 1st of September in any year will pay half the annual fee for the remainder of that year.

#### **(9) Members' duty to provide an up to date address and email**

Every member shall furnish the Honorary Secretary with an up-to-date address and email, which shall be recorded by the Club Secretary in the Register of Members and any notice sent to such address or email shall be deemed to have been duly delivered.

#### **(10) Application for membership**

(a) An application for membership shall be in the form from time to time as prescribed by the Committee. It shall include the name, address, telephone, email and emergency contact details for the candidate and any other details the Committee might request. For family membership the name of the partner and names and dates of birth of any children. The membership fee should be paid at the same time as the application. To comply with licencing requirements, new members wait two days from their application before getting membership privileges.

(b) A membership application will be subject to final approval by the Committee. The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute. The refusal of a membership application shall be a simple majority vote of those of the Committee. The membership fee of refused applications will be returned to the candidate. (See the Constitution for more details and appeal procedure)

(11) Any member who has not paid their annual subscription by 1st June will cease to be members of the club.

(12) Any member retiring from the club by resignation or ceasing to be members by expulsion will not be entitled to have any part of the annual membership fee or any other fees refunded.

(13). Any members ceasing to be members of the club should remove all property, boats and trailers from club premises.

#### **(14) Conduct of Members**

Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Constitution, Rules and Bylaws.

#### **(15) Disciplinary action against members**

(a) Any breach of Rule 14 above 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, and shall render a member liable to disciplinary action by the Committee, which may include expulsion or non-renewal of membership.

(b) 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.

(c) 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. The Committee (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a member from particular training sessions, racing and/or wider Club activities, when in their opinion such action is in the interests of the Club.

(d) The Appeal Procedure against expulsion or non-renewal of membership is outlined in the Constitution.

(e) Upon expulsion the 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 trailer or other property in accordance with Rule 69.

#### **(16) Guests in the Club**

(a) Guests of members can take part in water sports with the member subject to a limit of four times in a calendar year. If using club craft this is subject to restrictions in the Club's Terms and Conditions for Club Craft.

(b) Except for junior members, members can bring guests into the Club House. Members shall enter the names and Post Codes of all guests in the Visitor's Book. Only FULL, FAMILY, STUDENT, UNWAGED/LOW INCOME AND SOCIAL MEMBERS may sign in Guests

(c) Members are responsible for the behaviour of guests taking part in water sports and in the Club House.

(d) Guests do not enjoy free entry to music nights

#### **(17) Damage to Club property**

A member or their guests 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 Honorary Secretary upon the instructions of the Committee.

#### **(18) Exhibiting of notices**

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

#### **(19) Settlement of Accounts**

A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises.

#### **(20) Suggestions**

All suggestions should be emailed to the Honorary Secretary.

#### **(21) Complaints**

Complaints of any nature relating to the Club, its premises and activities shall be addressed in writing to the Honorary Secretary.

#### **(22) Members of other RYA Clubs**

A member of any Club affiliated to the Royal Yachting Association (a list whereof is published by the said Association) may be authorised to use the premises of the Club by any member of the Committee of the Club. Such authorisation shall specify between which dates the said person may so use the premises.

**(23) Participants in Club races or events**

Any person who is a participant or crew member in any race or event sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 24 hours before and after the race or event in which they are taking part.

**(24) Power to expel guests and those admitted on a temporary basis**

The Honorary Secretary or any other person, who has received the authority of two members of the Committee, may expel, temporarily or permanently, any person who has the right to the use of the Club premises as a Temporary Member, Guest, Member of other RYA Club or participant in a Club race or event.

**(25) Use of Club Craft and Equipment**

Use of Club Craft and Equipment is subject to the Club's Terms and Conditions for their use. Members are expected to report any damage, breakage or fault to the Club via email. Any damage due to the negligence of a member or misuse will be chargeable to the member. The Club's Safety Boats should only be used to provide safety boat cover for water sports and by a person deemed by the Club competent to operate them.

**(26) Taking into conditions before taking part in water sports**

Members are expected to take into account weather, tide times, conditions in the estuary and their level of competence before going out on the water in either club craft or their own craft. The use of a Club craft is entirely at the users' own risk.

**(26) Buoyancy Aids and Safety Equipment**

Members and their guests should wear buoyancy aids should be worn at all times when taking part in water sports. Paddle board leashes should be worn at all time. Children under 16 should wear safety helmets when sailing

**SECTION 4: LIMITATION OF CLUB LIABILITY**

(1) All references to the Club in this Rule shall mean each and every individual member of the Club from time to time, including temporary members. Members are bound by the following Rule:

(2) Members of the Club and Guests use the Club premises, Club craft and any other facilities of the Club and attend Club Events and Training Courses entirely at their own risk and impliedly accept:

(a) The Club will not accept any liability for any damage to or loss of boats and other property belonging to members.

(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, Club craft, any other facilities of the Club, Club Events and Training Course 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.

**SECTION 5 - MANAGEMENT COMMITTEE**



(1) The Management Committee (herein referred to as 'the Committee') is made up of the Trustees of the Club elected annually by members at the Annual General Meeting.

(Details of how the Trustees are elected, their role and how they take decisions is included in the Constitution

## **(2) Candidates for election to Committee**

Candidates for election to the Committee (not being Flag Officers of the Club) shall be those members of the retiring Committee eligible to offer themselves for re-election, and such other voting members whose nominations (duly proposed and seconded in writing by voting members of the Club) with their consent shall have been received by the Honorary Secretary at least 14 days before the date of the AGM in each year. Such nominations, together with the names of the Proposer and Secunder shall be made available to members either by email or post and/or published on the Club website at least 14 days prior to the date of the AGM.

## **(3) Election of Committee by ballot**

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

## **(4) No contest for election**

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.

(5) 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.

## **(6) Committee Meetings**

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

## **Powers of the Committee**

### **(7) Management of Club by Committee**

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 objectives of the Club or for a benevolent or charitable purpose nominated by General Meeting. In particular 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.

### **(8) Powers to make and amend Club Bylaws and Rules.**

The Committee shall make and amend Club Bylaws and Rules as it shall from time to time think fit and shall notify the members of the new or amended Bylaw or Rule by email or post and/or published on the Club website for 14 days before the date of implementation. If during this time at least 5% of voting members raise objections to the Bylaw, then its implementation will be suspended. Changes to Bylaws and Rules will be formally reviewed at the next AGM

### **(9) Interpretation of the Rules and Bylaws**

The Committee shall have the power to settle and adjudicate upon any dispute or difference which may arise as to the meaning or interpretation of the Rules and Bye-Laws.

#### **(10) Publication of Rules and Bylaws**

5.14 Any new Rule or Bylaw shall be published on the Club website. A copy of the current Rules and Bylaws will be on the Club website.

#### **(11) Appointment of sub-committees**

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 or other individuals as the Committees may think fit. Proceedings of sub-committees will be recorded in minutes and made available to all members to the Management Committee.

#### **(12) Limitation of Committee's authority**

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 may borrow money or incur debts on behalf of the Club or its membership.

#### **(13) Nomination of Honorary Members by Committee**

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 10 percent of the total number of Full and Family 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.

### **SECTION 6 PURCHASE AND SUPPLY OF EXCISABLE GOODS**

#### **(1) Purchase & Supply of Excisable Goods**

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, for the time being in force. No person under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises. No adult may purchase intoxicating liquor for consumption by persons under the age of eighteen, except for persons aged sixteen and seventeen when having a meal. No cigarettes or tobacco shall be sold on Club premises. The Club reserves the right to ask persons under twenty fives to provide proof of their age before serving them intoxicating liquor. Licensing rules apply to private functions.

#### **(2). Hours of Sale of Excisable Goods**

The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times 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).

(a) The Club's Licence permits the supply of intoxicating liquor are as follows:

Monday to Sunday: - Noon - Midnight

b) And the performance of live music:

Monday to Sunday: - Noon - Midnight

(No sales on Christmas Day and Boxing Day)

### **(3) Profits from Sale of Excisable Goods**

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 Charitable objects of the club and in particular the running costs of the Club House as a music venue.

### **(4) Accounts relating to excisable goods**

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 Honorary Treasurer or Honorary Auditors 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.

### **(5) Right to refuse to serve to a member or their guest and ban them from the Club House**

Bar staff have the right to refuse to serve members and guests and ask them to leave club premises if they are intoxicated or behaving in an unacceptable manner. The Committee has the right to ban members or guests from using the Club House either for a limited period or permanently if they have behaved in an unacceptable manner.

## **SECTION 7 - MISCELLANEOUS**

### **(1) Abandoned Boats, Trailers and Other Property**

If a member ceases to be a member or they are in arrears of any dinghy park fees and a boat, trailer or other property of a former member remains upon the Club premises then the former member shall remove the boat trailer or other property from the Club immediately. If the member or former member fails to remove the boat trailer or other property then the Committee may:

(a) Move the boat, trailer or other property to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.

(b) Give three months' notice in writing by registered post to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat trailer or other property 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.

(c) Alternatively, if the boat, trailer or other property 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.

(d) The Club reserves the right to charge storage for the boat, trailer or other property until such time as the owner collects the boat, trailer or other property or until notice has been served under Rule (b) above.

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 trailer or other property 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 they be the said member or former member or otherwise) for a period of six years.

## **(2) Lien**

In addition to Rule 1, Section 6 (above), the Club shall at all times have a lien over members' or former members' boats trailers or other property 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, trailer or other property until such time as all monies due to the Club have been paid in full.

## **(3) Club Policies**

The Committee shall, from time to time, approve policies as may be required for the benefit and protection of the Club and its membership. These policies shall carry the same rights and obligations upon the membership and visitors as a Bylaw. All relevant policies shall be published on the Club website.

## **(4) Data Protection**

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

## **(5) Club's Financial Year**

The Club's Financial Year is 1<sup>st</sup> November to 31<sup>st</sup> October

## **(6) Member Duties**

Members are encouraged to carry out duties in either connection with water sports or running the Clubhouse

## **SECTION 8 - ACKNOWLEDGEMENT**

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