



THE CONSTITUTION AND RULES OF BROADSTAIRS SAILING CLUB

Revised July 2022

THE CONSTITUTION AND RULES OF BROADSTAIRS SAILING CLUB

SECTION 1 – NAME AND PURPOSES

- 1.1 The name of the Club shall be 'Broadstairs Sailing Club' (hereinafter referred to in these rules as the Club). The Club Burgee shall be a red pennant, bearing a blue ball on a white shield.
- 1.2 The purposes for which the Club is formed are to promote and facilitate participation in the sport of sailing for Members, visitors and the local community, and to provide social and other facilities for Members as may from time to time be determined.

SECTION 2 – MEMBERSHIP

Categories, rights, privileges and votes of membership

- 2.1 There shall be the following categories of Membership;

For the purpose of this Rule, definitions of Membership and 'Extended Family' are as defined in Appendix A of these rules. Such definitions shall be reviewed annually by the Committee and any changes referred to the members in general meeting. Full members of the Club shall be those adult members in membership categories a, b, c, d, f and h.

- a) **AN INDIVIDUAL MEMBER** – being a person who shall have attained the age of eighteen years.
- b) **A JOINT MEMBER** – shall include two co-habiting adults who shall have both attained the age of eighteen years.
- c) **AN INDIVIDUAL PARENT MEMBER** - shall include an individual adult and all children or extended family as defined in Appendix A.
- d) **A FAMILY MEMBER** – shall include two co-habiting adults and all children or extended family as defined in Appendix A.
- e) **A JUNIOR MEMBER** – being a person who shall have attained the age of 11 years and is under the age of eighteen.
- f) **A STUDENT MEMBER** - being a person who is between the age of eighteen and twenty-five and is in full time education.
- g) **AN HONORARY MEMBER** - The Annual General Meeting shall have power, without the necessity of compliance with the provisions of Rule 2.2 to elect the current Commodore of the RTYC as an Honorary Member.
- h) **AN HONORARY LIFE MEMBER** - The Annual General Meeting shall have power, without the necessity of compliance with the provisions of Rule 2.2 to elect Honorary Life Members, provided that the resolution, by closed ballot, at a prior meeting of the Executive Committee has been unanimous. Honorary Life Members may be elected to the Executive Committee.
- i) **A TEMPORARY MEMBER** - may include Members of another RYA recognised Club or organisation for a period of no longer than 14 days in the first instance.
- j) **AFFILIATED GROUP MEMBERS** - The Executive Committee may admit and remove Affiliate Groups from time to time, without the necessity of compliance with the provision of Rule 2.2. An Affiliate Group shall pay the Club such fees as the Affiliate Group and the Committee agree. An Affiliate Member is a Member of the Affiliate Group. 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 Affiliate Members shall be subject to such restrictions as the committee from time to time shall decide and as recorded in Appendix A10(a - e).
Affiliation shall meet the requirements of section 62-64 of the Licensing Act 2002.
- k) **OPEN DAY MEMBERSHIP PACKAGE** - The Executive Committee shall have the power without the necessity of compliance with the provision of Rule 2.2 to offer persons taking part in a BSC Open Day an Open Day Membership Package for a limited period and at a subscription rate determined by the Executive Committee.

Affiliate Groups

Membership

- 2.2 Any persons, wishing to become a Member of the Club must complete the on-line application process. The candidate shall be invited to a welcome meeting with at least one Flag Officer where the objectives of the Club and responsibilities of members will be explained. Such new memberships will be reported at the next meeting of the Executive Committee, provided nevertheless, that this rule shall not apply to persons elected in accordance with the provisions of Rule 2.1(g), 2.1(h), 2.1(j) and 2.1(k). Each member, or in the case of Junior Members their parent or guardian, shall be supplied with a copy of these rules, and their acceptance thereof shall be deemed to be a declaration of submission to them.

- Members' duty to provide an up to date address* 2.3 All Members' data will be held electronically, and each member will have control over the personal information which is held. As a minimum, every Member shall ensure that an up-to-date postal and/or e-mail address is recorded. Any notice sent to such address shall be deemed to have been duly delivered.
- Admission of Members* 2.4 Upon receipt of an application for Membership the Membership Secretary shall furnish all new members with a copy of the Rules and Bye-Laws of the Club.
- Payment of Entrance and Subscription fees upon application* 2.5 Upon application, an applicant shall pay such Entrance and other fees as shall be requested. In default of such payment, the admission shall be delayed until such payments are received.
The current rate of Entrance and Subscription fees for each category of Membership is defined in Appendix A. Such fees 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 January in the year following.
- Resignation of a Member* 2.6 A Member wishing to resign from Membership shall give notice in writing to the Membership Secretary before the last day of November.
A Member who resigns 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* 2.7 The Committee may cancel, without notice being given, the Membership of any Member whose annual subscription and other annual 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.
- Re-joining after a lapse in membership* 2.8 Any member excluded from membership through resignation or non-payment of subscription, in accordance with Rule 2.6 or Rule 2.7, may make application again in the following or subsequent years, and any such application will be subject to the same membership process and conditions as defined in Rule 2. No Entrance Fee shall apply to any such application unless the period of non-membership has resulted in a change of membership category as defined in Appendix A14.
- Rights and privileges of Members* 2.9 All Members shall have full use of the Club and its facilities with the exception of those admitted under Rule 2.1(i), 2.1(j) and 2.1(k) where such privileges shall be determined by the Committee.
All Members shall have one vote in General Meeting with the exception of Junior Members and those admitted under Rule 2.1(g), 2.1(i), 2.1(j) and 2.1(k).

SECTION 3 – OFFICERS

- Officers of the Club* 3.1 The Officers shall be Full Members of the Club, as defined in Rule 2.1, and shall consist of the Commodore, Vice-Commodore, Rear-Commodore, Secretary, Treasurer, Membership Secretary, Bar Treasurer, Social Secretary, Sailing Secretary, Training Officer and Facilities Officer all of whom shall be ex-officio members of the Executive Committee. The Flag Officers, Secretary and Treasurer to be ex-officio members of any sub-committee appointed.
All Officers shall be elected by ballot at each Annual General Meeting. The Commodore shall be elected annually for a maximum term of three years. On their retirement, they shall serve ex-officio for one year on the Executive Committee, after which time they shall be eligible for re-election.
- Duties of the Officers* 3.2 The duties of the Officers as listed in Rule 3.1 shall be as defined from time to time by the Committee and as required for the effective management of the Club. Details can be found in Appendix B of these rules.

SECTION 4 – EXECUTIVE COMMITTEE

- Constitution of the Committee* 4.1 The Executive Committee (herein referred to as the Committee) shall consist of the Officers and up to ten Full Members, as defined in Rule 2.1, elected at the Annual General Meeting each year to hold office.
The Committee shall have the power to co-opt up to three additional members at any meeting where such co-option appears to be desirable. In all disputes, questions referred to them or matters not provided for in these Rules, or if any doubt arises as to the interpretation of these Rules, the same shall be determined by the Executive Committee whose decision will be final. The Executive Committee may appoint sub-committees to advise on or conduct any special matters relating to the Club or its members.
- Candidates for election to the Committee* 4.2 Candidates for election to the Committee shall be those Members of the retiring Committee eligible and willing to offer themselves for re-election and such other Full Members whose nominations (duly proposed and seconded in writing by Full Members of the Club), with their, consent shall have been received by the Secretary 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 Secunder shall be published at least seven days prior to the date of the Annual General Meeting.

- Election of the Committee by ballot* 4.3 If the number of candidates for election is greater than the number of vacancies to be filled, then there shall be a ballot.
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 contest for election* 4.4 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.
- Casual Vacancy* 4.5 If, for any reason an outstanding or casual vacancy shall occur, the Committee may co-opt a Full Member, as defined in Rule 2.1, to fill such a vacancy until the next Annual General Meeting.
- Retiring Commodore* 4.6 A retiring Commodore shall serve as an ex-officio Member of the Committee in the year immediately following their retirement and shall have no vote.
- Committee Meetings* 4.7 The Committee shall meet every month. The Commodore or, in their absence, a Flag Officer or nominated Committee member shall preside.
- Voting at Committee* 4.8 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 casting vote.
- Quorum* 4.9 Five Members personally present shall form a quorum at a meeting of the Committee. Should a quorum not be present within 20 minutes of the time appointed, the Chairman shall have the power to call another meeting.

Powers of the Committee

- Management of the Club by Committee* 4.10 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 decided by a majority vote of the Executive Committee.
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.
- Bye-Laws* 4.11 The Executive Committee shall have the power to make such Bye-Laws as it considers appropriate for the good management of the Club and its facilities provided that they are not contrary to the letter or spirit of these Rules. Such Bye-Laws shall be reviewed by the Executive Committee meeting following the Annual General Meeting.
- Appointment of Sub-Committees* 4.12 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* 4.13 No member may conduct business on behalf of the Club with a third party without prior consultation with the Executive Committee and shall disclose to third parties that they are so acting.
- Limitation of Committee's authority* 4.14 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* 4.15 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* 4.16 The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.
“The liability of the Committee or 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* 4.17 The Committee may nominate for election at an Annual General Meeting such Honorary Life Members as defined in Appendix A8.
The Commodore of the Royal Temple Yacht Club shall be an Honorary Member for the duration of their term of office.

Purchase and supply of excisable goods

- Purchase and supply of excisable goods* 4.18 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.
Intoxicating liquor may only be sold for consumption by persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the Rules, Bye-laws 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 Clubhouse.
- Hours of sale of excisable goods* 4.19 The Committee shall cause the bar in the Clubhouse to be opened (subject to the terms of the Club Premises Certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) 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). The permitted hours for the supply of intoxicating liquor are 09:00 to 02:00 daily.
The Club bar will, however, only be open during the hours set out in the Club Handbook 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.
- Visitors and Guests* 4.20 Visitors
a) Visiting personal members of the RYA or any Sailing or Yacht Club, which is a member or is recognised by the Royal Yachting Association (RYA) may utilise the facilities of the Club or Club House including the privilege of purchasing or being served intoxicating liquors for one day only, free of subscription and without reference to the Executive Committee provided that the visitors have been introduced to at least two members of the Executive Committee who shall be satisfied with the bona fide of the said visitors; the provision of this enabling visitors to purchase and be served with intoxicating liquors is in compliance with the Licensing Act 2002.
Visitors attending the Club for Private Functions, approved by the Executive Committee, do not need to be signed-in and may purchase intoxicating liquors in compliance with the Licensing Act 2002.
b) Guests
Members may bring guests into the Club House except that the same guest may not be brought into the Club House on more than six occasions in any twelve-month period. Such guests are permitted to purchase alcoholic drinks. No member under the age of eighteen shall bring any guest into the Club House without first introducing that guest to a Committee Member.
- Profits from sale of excisable goods* 4.21 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* 4.22 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 Secretary 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.

SECTION 5 – MEETINGS OF THE CLUB

- Annual General Meeting* 5.1 An Annual General Meeting of the Club shall be held each year, as soon as possible after the end of the Club year, on a date to be fixed by the Committee. The Secretary shall, at least seven 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* 5.2 No business, except the passing of the Accounts and the election of the Officers and Committee, 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 Secretary at least fourteen days before the date of the Annual General Meeting.

- Special General Meeting* 5.3 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.
- Extraordinary General Meeting on request of Members* 5.4 The Committee shall call an Extraordinary General Meeting upon a written request addressed to the Secretary by at least 25 Members. The EGM must be called within twenty eight days of a request. The Committee shall give twenty-one days' notice in writing of any such Extraordinary General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- Chairman at Meetings* 5.5 At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
- Quorum at Meetings* 5.6 Twenty-one Members entitled to vote and personally present, of whom at least three must be Officers of the Club, shall form a quorum at any meeting of the Club.
- Entitlement to vote at Meetings* 5.7 Only eligible Members, as defined in Appendix A, shall vote at any meeting of the Club. Other Members may attend but are not entitled to vote.
- Voting at Meetings* 5.8 Voting, except upon the election of Members of the Committee, shall be by show of hands.
- Equality of votes* 5.9 In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of Members of the Committee.
- Voting on Rule Change* 5.10 Notice of any motion relating to the creation, repeal or amendment of any Rule or Regulation of the Club shall have been received by the Secretary at least twenty one days before the date of the Annual General Meeting or Special General Meeting convened for that purpose. Such Rule or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

SECTION 6 – TRUSTEES

- Number of and terms of reference* 6.1 There shall be not less than two and not more than four Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Family or Honorary Members who are willing to be so appointed.
- A Trustee shall hold office until death, or until they shall resign by notice in writing given to the Committee or until a resolution removing them 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.
- In the event of the death, resignation, or removal from office of a Trustee, the Committee 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 Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 26 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.
- Property of Club vested in Trustees* 6.2 All the property and tangible assets 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.
- Powers of Trustees* 6.3 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* 6.4 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.

SECTION 7 – DISSOLUTION OF THE CLUB

- Dissolution of the Club* 7.1 In the event of the Club dissolving and the assets distributed to the members, the Club undertakes to pay for the current year the business rate for which rate relief was given. The Club also undertakes to refund any grant that has been awarded in that same year. Any wholly grant funded equipment remaining at the time of dissolution will be offered to the Royal Yachting Association (RYA) for use by another sailing club.

SECTION 8 – MISCELLANEOUS

- Opening of Club premises* 8.1 The Club premises shall be open to Members at such times as the Committee shall direct.
- Abandoned boats and/or Trailers* 8.2 If, at any time, any fees payable to the Club by any Member or former Member (whether by way of arrears of subscription or 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 (or after the deadline for removal stated in the current bye-laws) 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;
- a) 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.
 - b) Give three months' notice in writing by registered post to the Member or former Member at their 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.
 - c) 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 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 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 8.2b 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.

- Lien* 8.3 The Club shall at all times have a lien over any Member's or former Member's 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 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.
- Suspension or expulsion of membership* 8.4 The Executive Committee shall have power to reprimand, suspend or expel any member guilty of any act prejudicial, in their opinion, to the wellbeing of the Club. In the event of a resolution for expulsion, seven days' notice shall be given to the offending member inviting them to appear before the Committee to explain their conduct after which the Committee may, by a majority of those present, expel or suspend the member in question.
- GDPR* 8.5 The Club will only use Members' personal data for the purposes of managing their membership of the Club. The Club's Data Privacy Policy can be found on the Club Web Site or a printed version can be requested from the Secretary.
- Acknowledgement* 8.6 The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.

APPENDIX TO THE CONSTITUTION AND RULES OF BROADSTAIRS SAILING CLUB

APPENDIX A - MEMBERSHIP

Membership Definitions

Categories, rights, privileges and votes of membership

- A1 For the purpose of Rule 2.1, 'Extended Family' can include - Niece, Nephew, Foster child, Legal Ward, Grandchild or Fostered Grandchild under the age of 18. Such children will be subject to the same rules and restrictions as described in Section 2 of the Rules and these definitions. Applications for membership that fall outside this definition may be approved at the discretion of the Executive Committee providing such decision is unanimous. Each such application will be considered on its merits and the Committee decision will be final.
- A2 **AN INDIVIDUAL MEMBER** – being a person who, at the date of admission, shall have attained the age of eighteen years. Individual members shall have full use of all the Club facilities and shall have one vote.
- A3 **A JOINT MEMBER** – which shall include two co-habiting adults who, at the date of admission, shall have both attained the age of eighteen years. Joint members shall have full use of all the Club facilities and shall each have one vote.
- A4 **AN INDIVIDUAL PARENT MEMBER** - which shall include an individual adult and all children within their guardianship under 18 years of age on 1st January in the current year. Individual Parent members shall have full use of all the Club facilities subject only to Rule 4.18 and shall have one vote.
- A5 **A FAMILY MEMBER** – which shall include two co-habiting adults and all children within their guardianship under 18 years of age on 1st January in the current year. The family unit shall have full use of all Club facilities subject only to Rule 4.18 and each adult shall have one vote.
- A6 **A JUNIOR MEMBER** – being a person who, on 1st January in the current year shall have attained the age of 11 years and is under the age of eighteen. Junior members shall have full use of all Club facilities subject only to Rule 4.18 but shall have no vote.
- A7 **A STUDENT MEMBER** - being a person who, on 1st January in the current year, is between the age of eighteen and twenty-five and is in full time education. Student members shall have full use of all Club facilities and shall have one vote.
- A8 **AN HONORARY MEMBER** – shall have full use of the Club facilities but shall have no vote.
- A9 **AN HONORARY LIFE MEMBER** - The Annual General Meeting shall have power, without the necessity of compliance with the provisions of Rule 2.2 to elect Honorary Life Members, having a minimum of 25 consecutive years membership, provided that the resolution at a prior meeting of the Executive Committee has been unanimous. The election of Honorary Life Members shall be put to the vote at the Annual General Meeting and such Honorary Life Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.
Honorary Life Members may be elected to the Executive Committee. Honorary Life Members shall have full use of all the Club facilities and shall have one vote.
- A10 **A TEMPORARY MEMBER** - which may include Members of another RYA recognised Club or organisation shall have the full use of Club facilities but;
- a) Shall have no right to enter Club races or regattas unless specifically authorised by the Sailing Secretary or Race Officer.
 - b) Shall have no right to take any part in the management of the Club.
 - c) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and any Bye-laws or Regulations as if they were a Member of the Club and so far as the said Rules, Bye-laws and Regulations may be deemed to apply to such Temporary Member.
 - d) 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 Secretary, they shall not have reasonably complied with the above conditions.
 - e) Candidates for Membership shall have no privileges whatsoever in relation to the use of the Club or premises.
- A11 **AFFILIATED GROUP MEMBERS** - Local youth groups may apply through the Staff Member or Officer in charge for affiliation to the Club, such application being subject to the following limitations:
- a) That one teacher, member of staff or Officer shall be responsible for a maximum of fifteen group members at any one time and that the teacher, member of staff or Officer shall become a Full member of the Club, as defined in Rule 2.1, and these definitions.

- b) That the group members included in the affiliation shall be nominated each year in writing to the Membership Secretary of the Club and personal details, as shall from time to time be required, shall be supplied to the Club. Any such details shall be subject to the Club policy on Data Protection.
- c) That the appropriate fee, as shall be determined by a majority vote of the Executive Committee, for each group or group member nominated shall be paid to the Club at the time that the application to the Club for affiliation is submitted. There shall be no Entrance Fee payable.
- d) That the facilities offered are those of sailing, associated dinghy and equipment storage, changing facilities and access to general Club facilities during events which the group may be involved in and, at the discretion of the RYA Principal, appropriate instruction.
- e) Specific details, limitations and restrictions of affiliation for individual groups shall be determined by a majority vote of the Executive Committee following any necessary meetings with representatives of the group. Any such details should, wherever possible, be mutually beneficial to both the Club and the affiliating group.

A12 **OPEN DAY MEMBERSHIP PACKAGE** - The Executive Committee shall have the power without the necessity of compliance with the provision of Rule 2.2 to offer persons taking part in a BSC Open Day an Open Day Membership Package for a limited period and at a subscription rate determined by the Executive Committee. Such membership package should provide for variable periods of membership up to the end of the current membership year and will only apply to applications made during, or within 14 days of any Club Open Day. Such membership packages may, as the Executive Committee thinks fit, be made to commence without the formalities described in Rule 2.4. Each 'Open Day' member shall pay such subscriptions as may from time to time be decided upon by the Executive Committee and they shall be entitled to all the privileges of the Club subject only to Rule 4.18 and shall have no vote.

Subscription Fees

Subscription Fees A13 Details of subscription fees for the current year, as decided by the Annual General Meeting, will be available on the Club Website, from the Membership Secretary or from the duty Committee Member in the Club.

Subscriptions for the year commencing 1st January will become payable on 1st January at the rate for the year decided at the Annual General Meeting. Any member, who pays before the last day in January, will benefit from a 10% discount. If any member is in arrears on 1st April, the Executive Committee may determine that membership.

Members who have attained state pensionable age, or joint members in which one has attained this age and having had continuous membership for the 10 years immediately prior to this application, may apply to the Executive Committee, to continue their membership at half the full subscription rate. A majority decision by the Executive Committee will be final.

Any person elected during the subscription year will pay 1/12th of the full subscription for each remaining full or part month and any Entrance Fee as applicable.

Subscription fees for Temporary Membership shall be decided as necessary by the Executive Committee.

Entrance Fees schedule

Entrance fees A14 Entrance fees for the current year will be;
Individual and Individual Parent members - £40.00
Joint and Family members - £80.00

- a) **Individual Members** – should pay an Entrance fee as decided under Rule 2.5. Should an Individual Member subsequently become a Joint Member their spouse or partner would be liable to pay the Individual Member Entrance fee unless they had previously been an Individual Member in their own right.
- b) **Joint Members** – should pay an Entrance fee as decided under Rule 2.5. Should either or both members in a Joint Membership subsequently become Individual Members, no further Entrance fee will be payable.
- c) **Individual Parent Members** – should pay an Entrance fee as decided under Rule 2.5. Should any children who are part of an Individual Parent Membership attain Full Individual Membership on reaching the age of 18, no further Entrance fee is payable. Should an Individual Parent Member subsequently become a Joint Member their spouse or partner would be liable to pay the Individual Member Entrance fee unless they had previously been an Individual Member in their own right.
- d) **Family members** – should pay an Entrance fee as decided under Rule 2.5. Should any children who are part of a Family Membership attain Full Individual Membership on reaching the age of 18,

no further Entrance fee is payable. Should either or both adult members in a Family Membership subsequently become Individual Members, no further Entrance fee is payable.

- e) **Junior Members** – the Entrance fee is waived until such time as they attain Full Individual Membership, at which time an Entrance fee as decided under Rule 2.5 is payable.
- f) **Student Members** - the Entrance fee is waived until such time as they attain Full Individual Membership, at which time an Entrance fee as decided under Rule 2.5 is payable unless the Student member has previously been part of an Individual Parent or Family membership where an Entrance fee was paid.
- g) **Extended Family** – children included as extended family in an Individual Parent or Family membership who reach the age of 18 will be eligible to apply for Student membership as defined in Rule 2.1(f); or full Individual membership at which time an Entrance fee as decided under Rule 2.5 is payable.
- h) **Re-joining Members** – the Entrance fee for members re-joining after a period of absence may be waived at the discretion of the Executive Committee. Each such application will be considered on its merits and the Committee decision will be final.

APPENDIX B - OFFICERS

Duties of Officers

Duties of
Officers

B1 Commodore

To maintain an overview of all aspects of the running of the Club.

To advise Officers and committee members regarding their roles and responsibilities and give guidance as necessary.

To ensure that all matters regarding health and safety, risk assessments and child protection are dealt with effectively and efficiently.

To deal with all matters regarding Club insurances in conjunction with the Treasurer and Secretary

To be responsible for any disciplinary matters and act as arbitrator in any matters of dispute.

To chair monthly Executive Committee meetings, Annual General meetings, Special or Extraordinary General meetings and all other meetings as necessary.

B2 Vice Commodore

To deputise for the Commodore in their absence.

To be responsible for all matters relating to the fabric of the Club and its facilities.

To liaise with the Facilities Officer on a regular basis.

B3 Rear Commodore

To deputise for the Commodore in the absence of the Vice Commodore.

To be responsible for all matters relating to the sailing activities of the Club.

To organise, with the Sailing Secretary, all Open events.

To be responsible for organising the maintenance of all Club owned boats.

To enforce the Dinghy Park Bye Laws as agreed annually by the Executive Committee.

To organise and chair meetings of the Sailing Committee.

To seek, from the wider Membership, suitable members to represent the Club at meetings of the RYA, EKYA and KSSA.

B4 Secretary

To be the main point of contact for all non-sailing matters.

To take minutes of monthly Executive Committee meetings, the Annual General meeting and any other meetings at the request of a Flag Officer.

To circulate any such minutes to all appropriate members.

To display minutes of meetings on a designated notice board in the Club.

To maintain a record of minutes of all meetings.

To prepare all necessary materials for annual general meetings and any special general meetings and circulate materials to the membership.

To keep a record of all correspondence received and sent and comment on any such correspondence at Executive meetings.

To liaise with outside agencies regarding Club licences.

To maintain, with the Membership Secretary, an up to date list of members.

To deputise for the Membership Secretary in his/her absence.

B5 Treasurer

To be the main point of contact for all financial matters.

To maintain an accurate income & expenditure account and present a monthly report to the Executive committee.

To prepare an annual balance sheet at 31st July 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 made available to Club members at least 14 days before the date of the Annual General Meeting.
 To present the Annual Balance Sheet to the Club at its Annual General Meeting
 To liaise with the banks and oversee all matters relating the Club's accounts.
 To liaise with the appointed reporting accountant and ensure that the Club accounts are available as necessary.
 To be responsible for the payment of all bills.
 To be responsible for reimbursing committee members for necessary expenses or purchases on behalf of the Club.
 To be responsible, with the Flag Officers, for financial planning, budgeting and monitoring throughout the year.
 To assist with the completion of forms and the preparation of documents as required by official agencies.
 To liaise with the Local Authority regarding leases, rents and rates.
 To advise the Flag Officers and committee on all financial matters.

B6 Reviewer/Reporting Accountant

To be appointed at the Annual General Meeting in each year and shall be an appropriately experienced/qualified person other than the Treasurer or Committee Members.
 To 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.

B7 Membership Secretary (Including Dinghy Park Admin)

To be responsible for all matters relating to membership.
 To maintain an up to date membership record and make this available to Executive Committee members as necessary.
 To receive annual subscriptions, pay money into the bank and account to the Treasurer for all monies received.
 To receive new applications for membership.
 To invite new members for a welcome meeting.
 To provide new members with a New Members Pack.
 To be the main point of contact for prospective members and provide information as necessary.
 To collect annual fees for dinghy park spaces due on 1st January and fees for spaces sold during the season.
 To pay all fees collected into the bank and account to the treasurer for all income and expenses.
 To arrange for the printing of dinghy park stickers.
 To allocate spaces to members on receipt of dinghy park fees and issue numbered stickers.
 To maintain an accurate and up to date list of allocated spaces and ensure that copies of such lists are available in the Club, Race Office and Dinghy Park (inside the containers).
 To ensure that members boats are parked in the correct spaces.
 To prepare a monthly report for the Executive Committee.

B8 Social Secretary

To be the main point of contact and have overall responsibility for all social activities.
 To co-ordinate the work of the Social Committee, to organise and chair meetings as necessary.
 To represent the Social Committee at monthly Executive Committee meetings and report on social activities and events.
 To prepare an annual program of social events for inclusion in the Club diary.
 To ensure that all social events are advertised to the membership via e-mail and the Club notice boards and website.
 To ensure that all monies relating to social events are collected, accounted for and passed to the treasurer.
 To liaise with outside agencies regarding social activities.
 To ensure that the Club kitchen is run according to Health & Hygiene requirements and that good practice is followed at all times.
 To liaise with the Bar Treasurer to organise a bar rota for special events and social functions.
 Openers for such events will be agreed by the Executive Committee.
 To endeavour to encourage as many members as possible to become involved in the organisation and running of social events.

- B9 Bar Treasurer**
 To manage the day to day running of the Club bar
 To maintain reasonable stock levels of all bar items, adjusted at busy times
 To liaise with suppliers and other outside agencies in bar related matters
 To present a monthly report of the Bar Account to the Executive Committee
 To carry out regular stock checks of all bar items
 To settle all bar related invoices from the Bar Account
 To make regular payments to the main Club Account in respect of bar profit
 To recommend all necessary price increases to the Executive Committee
 To maintain all aspects of the bar and related equipment in respect to hygiene
 To manage routine health & safety matters relating to the bar and cellar
 Where problems cannot be dealt with easily, to report such problems to the Vice Commodore.
 To recommend to the Executive Committee any major items of non-routine expenditure
- B10 Sailing Secretary**
 To be responsible for all practical aspects of Club sailing.
 To co-ordinate the production of the Club handbook.
 To prepare the Club sailing programme.
 To liaise with class associations regarding Open and National events.
 To prepare all materials relevant to the advertising and organisation of Open events.
 To co-ordinate the organisation of the sailing aspects of Open events.
 To organise protest hearings and protest committees as necessary.
 To advise the Executive Committee on matters regarding sailing.
 To maintain the Club racing results within the Club and on the web site.
 To promote Club sailing activities within the membership.
 To liaise with the Rear Commodore regarding race management issues.
 To prepare and present a report at Executive Committee meetings.
 To take minutes of meetings of the Sailing Committee and circulate such minutes to the Executive committee.
 To prepare and present a report to the AGM.
 To assist the Rear Commodore with the organisation of the annual prize giving.
- B11 Training Officer**
 To be the main point of contact for all training matters.
 To be responsible for the preparation of an annual training programme and to ensure that such a programme can be fully resourced.
 To liaise with outside agencies regarding all training matters.
 To advise the committee on all training matters.
 To advise the committee on all matters relating to maintaining RYA Training Establishment status.
 To be the main point of contact for Club members wishing to become involved in training and/or gain recognised qualifications.
 To maintain a record of all qualified members.
- B12 Facilities Officer**
 To report to Executive Committee meetings on action taken or proposed relating to the general maintenance of all Club facilities.
 To liaise with the Vice Commodore
 To oversee the cleaning of the Club.

APPENDIX C – EXECUTIVE COMMITTEE

Executive Committee Members - Areas of Responsibility

- General C1 All committee members, including Officers, have an equal responsibility to assist with the day to day running of the Club in addition to any additional responsibilities for different aspects of the Club.
 All committee members are key holders and as such will be expected to be part of a rota of openers for regular Club activities.
 As key holders, committee members are collectively responsible for the security of the Club whenever it is open.
 All committee members have an equal responsibility to assist in the running of sailing activities and social functions.
 All committee members have a responsibility for the promotion of Club activities within the membership and the wider community.
 All committee members will serve on either the Facilities or Sailing Committees.

Dry Side (Facilities Committee)

C2 Dinghy Park

- To ensure that members boats are parked in the correct spaces.
- To enforce the Dinghy Park Bye Laws as agreed annually by the Executive Committee.
- To encourage members to remove boats from the dinghy park at the end of the season.
- To arrange for the dinghy park to be cleaned prior to the start of every season.
- To carry out routine maintenance to the dinghy park fence.
- To report to the Vice Commodore and the Facilities Committee on all matters relating to the running and maintenance of the dinghy park.

C3 Technical & Web Site

- To advise the Executive Committee on all technical matters and related equipment.
- To maintain all Club computer hardware and software.
- To maintain the Club web site.

Wet Side (Sailing Committee)

C4 Race Management

- To be responsible for all matters relating to race management for Club racing and Open events.
- To be responsible for the upkeep and maintenance of race management equipment and to purchase new or replacement items as necessary.
- To be responsible for the writing of sailing instructions for Club racing and Open events.
- To liaise with the Sailing Secretary over relevant aspects of the Club handbook.
- To liaise with the Sailing Secretary over the notice of race for open events.
- To advise the Executive Committee on all aspects of race management.
- To liaise with the RYA and other outside agencies regarding race management issues.
- To be involved in the promotion of good race management practice and training.

C5 Patrol Boat & Safety Admin

- To ensure that adequate patrol boats are available for all Club racing, Open events and training.
- To oversee the patrol boat rota for Club racing.
- To organise patrol boat rotas for Open events and training.
- To ensure that members carrying out patrol boat duty are familiar with the provision, storage and use of all on-board equipment.
- To organise replacement crews if the rostered crews are unavailable and prior notice is given.
- To organise 'in-house' training for patrol boat helms and crews.
- To liaise with outside agencies regarding RYA Powerboat and Safety Boat training and recommend such courses to members in conjunction with the Rear Commodore.
- To maintain a register of members with RYA Powerboat qualifications.
- To keep up to date with all patrol boat and on the water safety information issued by the RYA and other related organisations.
- To advise and make recommendations to the Executive Committee on all matters relating to patrol boats and safety on the water.

C6 Patrol Boat Bosun

- To liaise with Patrol Boat & Safety Admin and report any defects or unavailability of boats and equipment.
- To carry out or organise routine maintenance and repair on boats, engines and trailers.
- To organise regular servicing of boats, engines and trailers including delivery and collection as necessary.
- To establish a list of essential equipment for each boat and ensure that such equipment, kept in secure waterproof containers, is available in each boat at all times.
- To liaise with the Race Officer regarding race management equipment to be carried in each boat. To ensure that such equipment is available when required.
- To ensure that handheld radios are serviceable.
- To maintain an adequate stock of fuel, oils and other consumable items, and reclaim money spent from the treasurer.
- To maintain all boats, equipment and associated storage areas in a clean and tidy state.

Revised July 2022