

# ***Locks Sailing Club Rule Book 2024***

Dinghy Racing and cruising, kayaking and SUPing in Langstone  
Harbour and the Solent



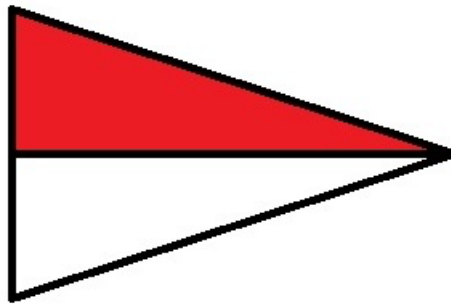
[www.lockssc.co.uk](http://www.lockssc.co.uk)

OCTOBER 2024

# *Club Rules*

## **1 THE CLUB**

- 1.1** The name of the club is “The Locks Sailing Club” and the burgee of the club shall be red and white.



- 1.2** The object for which the club is formed is to promote and facilitate community participation in the sport of sailing. Members may also participate in the non-sailing activities of kayaking and use of a stand-up paddleboard (SUP).
- 1.3** The Club is a non-profit making organization. All profit and surpluses will be used to maintain or improve the facilities of the Club. In the event of the winding up or dissolution of the Club, the assets will be applied to approved sporting or charitable purposes.

## **2 MEMBERSHIP**

- 2.1** Membership of the Club shall be open to anyone interested in the sport of sailing, kayaking or SUPing 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.
- 2.2** The club on the recommendation of the Committee may, in general meeting, elect Honorary Life Members. Each Honorary Life Member will be entitled to one vote in their own right.
- 2.3** Every candidate for Membership shall complete an application form with his/her name and address and any other particulars the Committee may require which shall be sent to the

Honorary Membership Secretary. The application will be considered by the Committee and Membership will be accepted or refused.

- 2.4** The Club Committee may refuse Membership 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.
- 2.5** Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
- 2.6** There shall be an entrance fee and subscription of such sums as may be prescribed from time to time. The amount of fees and subscriptions will be posted on the Club Website. Any change in the amount of fees, subscriptions, levies and any other charge will be proposed by the Treasurer at the Annual General Meeting or any General Meeting called under these rules and put to the vote of the meeting. Providing a majority of two thirds of the votes of Members present and voting are cast in favour of the proposal, the proposal shall be deemed to be carried.
- 2.7** An entrance fee and Membership fee shall be paid before Membership becomes active.
- 2.8** The Annual subscription is payable on election and on 1st February each year. Any Member who has not paid the subscription by the 1st March may be removed from the list of Members by the Committee. No Member shall in any year be entitled to any of the rights or privileges of Membership until his dues for that year and all arrears (if any) have been paid.
- 2.9** Every Member joining the Club implicitly undertakes to comply with these rules. The Committee has full power to terminate the Membership of any Member should they consider the Member's conduct injurious to the interests of the Club. Should such a decision be made, the Honorary Secretary will give fourteen days' notice to the person concerned stating the reasons for such action and giving a date on which the Committee will be prepared to hear any appeal of the said Member.
- 2.10** A Member wishing to retire from Membership shall give notice in writing to the Membership Secretary before the last day of December and shall not then be liable to pay the subscription for the following year. A Member who retires during the year shall not be entitled to have any part of the annual Membership fee or any other fees refunded.
- 2.11** There shall be the following categories of Membership with rights and privileges and power to vote at all meetings of the Club as indicated hereunder:
  - 2.11.1** Full Member (M)
    - A single person, who may helm or crew in any racing event organized by Locks SC, or in any Open event organised in Langstone Harbour.
    - A Full Member may apply for space to keep a dinghy, kayak or SUP in the compound, for which charges will apply if this is granted.
    - A Full Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.
    - A Full Member has one vote at club general meetings.

#### 2.11.2 Family Member (F)

- A married couple or partners living together at the same address.
- Family membership also includes children and/or grandchildren who are aged under 18 and children and/or grandchildren who are in full-time education or serving an apprenticeship and are aged under 23.
- Each Family Member may helm or crew in any racing event organised by Locks SC, or in any Open event organized in Langstone Harbour.
- A Family Member may apply for space to keep a dinghy, kayak or SUP in the compound, for which charges will apply if this is granted.
- A Family Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.
- A Family Membership has 1 vote only per Membership unit at club general meetings. Where a Club Member and spouse/partner both serve on the Committee as Officer or Committee Member, then each is entitled to one vote at Committee meetings only.

#### 2.11.3 Student Member (SM)

- A single person who is in full-time education or serving an apprenticeship and is aged under 23.
- A Student Member may helm or crew in any racing event organized by Locks SC, or in any Open event organised in Langstone Harbour.
- A Student Member may apply for space to keep a dinghy, kayak or SUP in the compound, for which charges will apply if this is granted.
- A Student Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.
- A Student Member has one vote at club general meetings.

#### 2.11.4 Crew Member (Cr)

- A single person, not owning a boat, who may only crew in any racing event organized by Locks SC. They may helm in any Open event organised in Langstone Harbour, or in special events organized by Locks SC (e.g., Crew's Cup).
- A Crew Member may NOT apply for space to keep a dinghy, kayak or SUP in the compound.
- A Crew Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.
- A Crew Member has one vote at club general meetings.

#### 2.11.5 Cadet Member (Ca)

- A Cadet Member is a person who is aged under 18 as at 31st August of the preceding year and who is not included in a family Membership.
- A Cadet Member may helm or crew in any racing event organized by Locks SC, or in any Open event organized in Langstone Harbour.
- A Cadet Member may apply for space to keep a dinghy, kayak or SUP in the compound, for which charges will apply if this is granted.
- A Cadet Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.

- A Cadet Member does not have a vote at club general meetings.
- A Cadet Member over the age of 16 may perform the duties of a Patrol Boat Crew, but may not perform the duties of a Patrol Boat Driver without the relevant qualifications.
- Existing Cadets in full time education or apprenticeship may extend their Cadet Membership to their 22nd birthday. If full time education or apprenticeship ceases prior to their 22nd birthday their Cadet Membership will cease with effect from the next renewal. The extension of Cadet Membership will be at the discretion of the Committee. The Committee may request written evidence of the Cadet's continuing full-time education/apprenticeship.

#### 2.11.6 Honorary Life Member (H)

- The club on the recommendation of the Committee may, in general meeting, elect Honorary Life Members. This will include a spouse/partner.
- An Honorary Member may helm or crew in any racing event organised by Locks SC, or in any Open event organized in Langstone Harbour.
- An Honorary Member may apply for space to keep a dinghy, kayak or SUP in the compound, for which charges will apply if this is granted.
- An Honorary Member may book club dinghies, kayaks or SUPs for their own use, subject to payment of the appropriate hire charge.
- Each Honorary life Member will be entitled to one vote in their own right at club general meetings

#### 2.11.7 Associate Member (A)

- Associate Membership shall be open at the discretion of the Committee to those who have been full Members for many years and wish to continue to support sailing at the Club (e.g., through race officer duties, supporting juniors etc). Associate Membership must be approved by the committee at the start of each year.
- Associate Membership will also be available to individuals who have had a close association with the Club but have not been full Members. This will be at the discretion of the Committee and must be approved by the Committee at the start of each year.
- At no time will the Associate Membership be more than 20% of the full Membership.
- Associate Membership may be granted to a single person or to a married couple (or partners living together at the same address), including children who are aged under 16 as at 31st August of the preceding year.
- An Associate Member may NOT helm in any racing event organised by Locks SC.
- An Associate Member may crew for another sailing Member for up to 3 races per season.
- An Associate Member may NOT book club dinghies, kayaks or SUPs.
- An Associate Member may NOT apply for space to keep a dinghy, kayak or SUP in the compound, and does not have a vote at club general meetings.

#### 2.11.8 Absent Member (Ab)

- Absent Membership entitles the Member to re-join the Club as a full Member at a future date without the requirement for an entrance fee or consideration by the Committee for up to 12 months after leaving as a full Member. It does not qualify the Member to any other benefits of Membership, including but not limited to booking or use of Club

dinghies, kayaks or SUPs. Members returning during the year in question shall pay such portion of the annual subscription as the Committee require.

### **3 COMMITTEE**

**3.1** There shall be a Committee consisting of the officers and up to seven other Members elected annually at the Annual General Meeting from Full, Family or Honorary Life Members (who have attained the age of eighteen years). Each elected officer of the Committee to hold office until the termination of the next following Annual General Meeting.

**3.2** The Officers of the Club shall consist of the Commodore, Vice Commodore, Rear Commodore, Hon Secretary, Hon Membership Secretary, Hon Treasurer and Hon Sailing Secretary, all to be elected annually at the Annual General Meeting.

#### **3.2.1 Election Of Officers**

- Nominations in writing for the office of Commodore, Vice-Commodore, Rear-Commodore, Hon Secretary, Hon Membership Secretary, Hon Treasurer and Hon Sailing Secretary and for Membership of the Committee shall be in the hands of the Secretary at least 21 days prior to the Annual General Meeting. The Hon Secretary shall thereupon cause a suitable notice to be sent to Members. Any Member entitled to vote may nominate one Member only for each office and seven persons only for the Committee, but may nominate the same person for several offices if he so desires. Nominations must have the prior consent of the nominees. The current officers and Committee go forward automatically for re-election if they so desire.
- If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot. 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.
- If for any reason, a casual vacancy shall occur, the Committee may co-opt a Full or Family Member to fill such a vacancy until the next following Annual General Meeting.
- There shall be at least three 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 during his lifetime or 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. All 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 is necessary and practicable, on trust for the use and benefit of the Club. On death, resignation or removal from office of a Trustee, the Committee shall nominate a new Trustee in his 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 Hon. Secretary 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 Trustees Act 1925 and he shall by Deed duly appoint the

person or persons so nominated by the Committee. 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.

- The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in 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 the Trustee of the Club.

### 3.2.2 Retirement of Members of the Committee

In the event that there are more candidates for the committee than positions on the committee at the Annual General Meeting, up to two of the Committee Members 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.

### 3.3 Committee Duties and Limitations

3.3.1 The Committee shall manage the affairs of the Club according to the rules and shall apply the funds of the Club solely to the objectives of the Club. In particular the Committee shall ensure that the property and funds of the club shall 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 by the Club.

3.3.2 Not more than £3,000 shall be spent on any one project without the consent of Members at a General Meeting, providing that the committee shall be permitted to spend up to £10,000, without the consent of the Members at a General Meeting where such expenditure is needed for urgent replacement of club infrastructure.

3.3.3 The Committee shall make such bye-laws as they think fit as to the management of the Club.

3.3.4 The Chair shall be taken by the Commodore or Senior Flag Officer present, or at the discretion of the Commodore, any other Committee Member.

3.3.5 Five Members of the Committee shall form a quorum. The Committee shall be empowered to deal with any matters not covered by these rules.

3.3.6 In pursuance of the authority vested in the Committee under the Rules, Members of the Committee shall be indemnified by the Members of the Club against any liabilities incurred by them or by any one of them on behalf of the club, provided only that such Committee Members have acted in good faith. 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 an individual club Member's indemnity of any liability shall be a sum equal to one year's subscription of the current rate then in force unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

- 3.3.7 The Hon Treasurer shall be responsible for all monies belonging to the Club and shall keep proper accounts relating thereto. The monies shall be deposited in an account in the Club's name, which will be decided by the Committee. Monies shall only be withdrawn on the joint signature of the Hon Treasurer and either the Hon Secretary or Commodore. The Hon Treasurer shall produce a statement of accounts at the Annual General Meeting certified by a professional auditor or accountant to be appointed by the Members at the Annual General Meeting.
- 3.3.8 A Bar Committee of at least 2 Committee Members shall be appointed annually by the Committee. The Bar Committee will be responsible for the purchase for the Club and supply by the Club of intoxicating liquor.

### **3.4 Bar Hours**

3.4.1 11.00am – 11.00pm Monday to Saturday, inclusive

3.4.2 12 noon – 10-30pm Sundays, Good Friday and Christmas Day

3.4.3 Or such other hours as the Licensing Justices may decree or by application grant.

3.4.4 The actual hours opened will be at the discretion of the Committee but be within the hours permitted above. 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

- 3.5 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.
- 3.6 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 Secretary 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.
- 3.7 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. A Member of the Committee, of a sub-Committee or any

officer of the Club, in transacting business for the Club, shall disclose to third parties that he is so acting.

- 3.8** 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.

## **4 MEETINGS OF THE CLUB**

- 4.1** An Annual General Meeting shall be held in Portsmouth on the 1st Monday in October, or such day in October as may be fixed by the Commodore. The Hon. Secretary shall, at least 14 days before the date of such meeting send to each Member notice thereof and the business to be brought forward to include nominations for Committee Members.
- 4.2** A General Meeting will be held in January, April and July. A notice and agenda of each meeting will be sent to each Member. In the event of there being no carried forward or notified business the Committee may decide to cancel a General Meeting.
- 4.3** The Committee may, on giving 14 days' notice, call a General Meeting of the Club for any specific business. The Committee shall also call a General Meeting on the written request of twelve Members.
- 4.4** All Members may attend but only those with voting rights may vote at a General Meeting.
- 4.5** No resolution shall be deemed to be carried at any AGM or General Meeting unless 10% of Members entitled to vote on the date of the relevant AGM or General Meeting are present.
- 4.6** A meeting of the Club Committee shall be held each month except during October.
- 4.7** No alteration of rules shall be made except at an Annual General Meeting, or following a change in the law, an Extraordinary General Meeting called for the purpose of updating the rules in order to comply with the law. (Notice in writing must be given to the Hon. Secretary at least 21 days prior to the meeting. The Hon. Secretary shall thereupon send a notice to Members giving 14 days in accordance with the rules for General Meetings. All such proposed alterations and additions shall be put to the vote of the meeting and provided that on a show of hands, or if demanded on a poll a majority of two thirds of the votes of those Members present and voting shall be cast in favour of any proposed alteration or addition, then the same shall be deemed to be carried.
- 4.8** The Clerk to the Justices to be informed by the Hon. Secretary within 28 days of the alteration.

## **5 CONDUCT OF MEMBERS**

- 5.1** Every Member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club
- 5.2** Any breach of rule 5.1 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 of time 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 of those Members of the Committee present. Appeal against suspension/expulsion may be made to the Members at a 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 property immediately. Upon expulsion of a Member, the Committee may dispose of the former Member's boat and/or trailer in accordance with Rule 8.1.1
- 5.3** Members shall enter the names of all guests in the Visitors Book. No visitor can be introduced as a guest on more than 6 occasions in any 12-month period. This restriction may be waived whilst they have a completed application for Membership pending.
- 5.4** 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 instructions of the Committee.
- 5.5** A Member shall not cause any communication in whatever form to be exhibited as Club communications without permission of the Secretary
- 5.6** A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Club byelaw.
- 5.7** Complaints of any nature relating to the management of the Club shall be addressed in writing to the Secretary.

## **6 LIMITATION OF CLUB LIABILITY**

- 6.1** All references to the Club in this Rule shall mean each and every individual Member of the Club from time to time.
- 6.2** 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 implied acceptance of the following:- the Club will not accept liability for any damage to or loss of property belonging to Members or their guests; the Club will not accept any liability for personal injury arising out of the use of the Club premises or any other facilities of the Club either sustained by Members or their guests or caused by the said Members or their guests,

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

## **7 DISSOLUTION OF THE CLUB**

- 7.1** 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:
- (i) to a charity and/or
  - (ii) to another Club with similar sports purposes which is a registered CASC and/or
  - (iii) to the sport's national governing body for use by it for related community sports.

## **8 MISCELLANEOUS**

### **8.1** 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 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 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 his 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.
- d) 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 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.

## **9 LIEN**

In addition to Rule 8.1, 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.

## **10 BYELAWS**

The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.

## **11 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.

## **12 AFFILIATE CLUBS**

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:

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

## Bye Laws

### 1 Conduct of Members

- 1.1 The compound and clubhouse must never be left unlocked. The last to leave is responsible for ensuring that both Compound and Clubhouse are fully secure; this may necessitate taking the keys to sea.
- 1.2 No private gear of any description may be left in the Club except in the changing room lockers for which the proper charge has been paid.
- 1.3 The club will not be responsible for any loss of or damage to Member's property. Valuables should not be left in the changing rooms.
- 1.4 Wet clothes are not allowed in the Club room.
- 1.5 Permission from an Officer or Committee Member must be obtained before a Junior or Cadet may use a Club Boat.
- 1.6 The parent or guardian of a Junior or Cadet Member must sign on the back of the application for viz:  
  
My son/daughter.....has my permission to join Locks Sailing Club. I accept full responsibility and no claim will be made against the Club  
Signature.....Date.....
- 1.7 Adults are responsible for the behaviour of children under their care whilst on Club premises and they will be held responsible for reimbursement for any damage caused.
- 1.8 The kitchen is provided for the use of all Members but it is expected that all users will keep the kitchen in a clean and tidy condition. The Committee reserves the right to lock the kitchen from time to time at their discretion.
- 1.9 Access to the roof of the Club House is only permitted with the approval of the Officer of the Day (OOD) or permission of a Member of the Committee. Vehicles must not be parked in the Club driveway except for loading.
- 1.10 Any Bona-fide Member of an affiliated Sailing Club arriving by invitation, may become a temporary Member for 48 hours by signing the Visitor's Book.
- 1.11 No electric leads are to be connected to sockets inside the building.
- 1.12 (a) From time to time, one or more Members may choose to create a virtual messaging or communication group (including, but not limited to, a WhatsApp group) which
  - (i) is open to all Members,
  - (ii) has one or more Committee Members as "admin", or similar, and
  - (iii) is clearly intended to be connected to the Club (a "**Group**")

(b) The purpose of a Group shall be set out in the description of that Group, to the extent the relevant platform allows.

(c) At all times on any Group, Members shall conduct themselves respectfully and will not use threatening or offensive language.

(d) In accordance with Rule 5, the Committee reserves the right to invoke disciplinary action against any Member who breaches Bye-Law 1.12(c) above, including, but not limited to, taking the following action (or, if necessary, requesting that another Member, non-Member or third-party takes such action):

- (i) deleting messages from a Group;
- (ii) removing one or more Members from a Group; or
- (iii) disbanding a Group.

**1.13** Dogs - in the interests of safety and hygiene, dogs shall be on short leads and under the control of their owners or other responsible adult when on club premises (compound and clubhouse), and shall not be in the clubhouse when food is being served.

## 2 Liabilities

**2.1** Members are responsible for any damage which may be caused to Club or private property by manoeuvring their craft into, out of or while in the boat compound. Members must carry adequate public liability insurance.

## 3 Racing

**3.1** Races shall be sailed under I.S.A.F Racing Rules. Handicapping shall be carried out by a Member of the Club elected at the Annual General meeting.

**3.2** All craft racing under Locks Sailing Club Burgee must carry adequate personal buoyancy for every crew Member. Wet suits do not constitute personal buoyancy.

**3.3** No person other than a sailing Member shall take the helm in any Club event or crew in more than three Club events in any one season. Any boat concerned in a breach of this rule shall be disqualified. Members shall sign for their guests in the Visitor's Book.

**3.4** Any Member who takes part in club racing, or has been granted space in the compound to keep a sailing dinghy, kayak or SUP, will be automatically required to assist in the running of races by

performing race duties. This will be either by acting as officer of the day (OOD), or by operating the patrol boat as driver or assistant.

- 3.5** The number of duties required of each such Member will be determined by the sailing secretary at the beginning of the sailing season, and will be communicated to all Members when the sailing calendar is published.

It is the Member's responsibility to select their duties using the website tool. Any Member who has not selected their full complement of duties by one month after the publication of the calendar will have duty dates selected for them, to bring them up to the full requirement. It will then be the Member's responsibility to arrange for duty swaps if the dates are not acceptable.

Members are expected to take up training opportunities to ensure they are competent to carry out their duties.

- 3.6** Should a duty obligation not be carried out as indicated on the calendar, i.e. failure to act as OOD, or failure to perform a patrol boat duty, then the committee may call the person not performing this duty to the next committee meeting to explain in person why the duty was not

performed. The committee may then, taking account of all the circumstances, decide on a suitable sanction, for example:

- disallowing compound use for the remainder of the year;
- denial of entry to club racing for the remainder of the year;
- any other sanction deemed appropriate under the circumstances by the committee.

## **4 Compound Use**

- 4.1** All monohull sailing dinghies, kayaks, SUPs, tenders and trolleys (generically 'Boats') will be considered for compound space at the discretion of the Committee.
- 4.2** The Committee will appoint a Compound Bosun responsible for the management of and the position of Boats in the Compound, who may reposition a Boat at any time.
- 4.3** No Boat may be placed in the Compound without prior permission of the Compound Bosun. Boats found in the Compound without prior permission may be removed without notice.
- 4.4** The Member to whom the space is allocated is responsible for the tidiness of that space.
- 4.5** The committee has the right to remove Boats deemed to be "unauthorised" or "abandoned" as per the current RYA "Guidance Note on abandoned boats and trailers" see [www.rya.org](http://www.rya.org).
- 4.6** Compound charges for dinghies will be set annually by the Committee based on area (length x beam) in sq. metres, Compound charges for kayaks and SUPs will be set annually by the Committee. Compound charges will be posted on the web site
- 4.7** A club Member without an allocated space may, subject to the Bosun's permission, be allowed temporary storage space in the compound on a weekly basis, at a rate agreed by the Committee.
- 4.8** Road trailers and launching trolleys must be kept under the dinghy of the Owner and in the space allocated to the Owner except as agreed with the club bosun.
- 4.9** As soon as practicable after the end of the calendar year, all spars, gear, sails and clothing which are not the property of the Club and which appear to be unclaimed, shall be catalogued and a list exhibited on the club Notice Board for 4 weeks. All items not claimed at the end of four weeks shall become Club property for disposal or use as is thought expedient.
- 4.10** All property belonging to Members, which is stored in authorised storage places on club premises, shall be properly labelled with the Member's name and address.
- 4.11** All craft kept in the Compound and property on club premises must have their name and the name of the owner clearly visible at all times